

Service and Maintenance/Extended Warranty Quote

Quote Date: 06/27/2019
 Quote Number: QUO-97556-M4J7

Licensee Bill To:

Peralta Community College District
 Caitlin Gilbert
 Accounts Payable, 333 East 8th St
 Oakland CA 94606
 United States of America

cgilbert@peralta.edu
 Tel: (510) 748-2365

System Licensee:

Peralta Community College District - College of
 Alameda Library
 Caitlin Gilbert
 Accounts Payable, 333 East 8th St
 Oakland CA 94606
 United States of America

Sales Contact: Contract Team

Sales Phone: 800-328-0067

Sales Email: service-renewals-us@bibliotheca.com

Contract: US-69535-H8S4
 Term: 8/14/2019 - 8/13/2020
 Renewal

Quote expires (180) days from Quote Date above.

Item ID	Item Type	Quantity	Sale Price	Sub Total
SUP000002-000-US	ANNUAL SUPPORT & MAINTENANCE Contract Term: Aug 14, 2019 - Aug 13, 2020	1	\$2,649.000	\$2,649.00
Total (Less Sales Tax):				\$2,649.00
Grand Total:				\$2,649.00

3M Library Systems has merged with Bibliotheca LLC. Together, our customers will enjoy the best of both worlds. If you are a former 3M Library System customer, please note that your Service & Maintenance contract will be managed and serviced by Bibliotheca LLC.

Service and Maintenance prices exclude any applicable sales tax. Please provide Tax Exempt Certificate, if applicable.

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TERMS AND CONDITIONS

WHAT WE WILL DO:

Hardware: In consideration of payment of the agreement price, and according to service level purchased, Bibliotheca will furnish labor and replacement parts necessary to maintain the Equipment specified in this agreement in proper operating condition during the term of this agreement, provided that the Equipment is installed by an authorized Bibliotheca Service Provider and used as directed. This Service Agreement covers Equipment failure during normal usage. Bibliotheca agrees to provide:

- On-site remedial maintenance during On-Site Coverage Hours (except for depot repair agreements) When Bibliotheca is notified that the Equipment is not in good working order. Bibliotheca will provide a toll-free telephone number for Customer to place, and Bibliotheca will receive, Equipment maintenance service calls twenty-four (24) hours per day, seven (7) days per Week.
- All labor, service parts and Equipment modifications Bibliotheca deems necessary to maintain the Equipment in good working order. All service parts will be furnished on an exchange basis and will be new parts or parts of equal quality. For certain Equipment, Bibliotheca reserves the right to replace the entire unit with new equipment or equipment of equal quality when Bibliotheca determines that replacement is more economical than on-site repair. All Equipment and service parts removed for replacement become the property of Bibliotheca.

Software: In consideration of payment of the agreement price, Bibliotheca will furnish over-the-phone software support and remote troubleshooting of the Bibliotheca Software specified in this agreement as well as updates necessary to maintain the Bibliotheca Software specified in this agreement in proper operating condition during the term of this agreement, provided that the Bibliotheca Software is installed and used as directed. Bibliotheca agrees to provide:

- All software configuration modifications Bibliotheca deems necessary to maintain the Bibliotheca Software in good working order
- Bibliotheca Software updates
- Internet Filter list updates (as applicable)
- A toll-free telephone number for Customer to place and Bibliotheca to receive software support calls. Over-the-phone software support calls may be placed twenty-four (24) hours per day, seven (7) days per week. Calls will be addressed during Bibliotheca Software Support Coverage Hours in the order they were received.

WHAT IS NOT COVERED: The basic maintenance fee does not include and Bibliotheca is not obligated to provide or perform repair of damage or increase in service time caused by (i) failure of Customer to provide continually a proper operating environment and supply of power as prescribed by the Equipment manufacturer; (ii) accident; (iii) Acts of God, including but not limited to fire, flood, water, wind and lightning; (iv) neglect, abuse or misuse; (v) failure of Customer to follow Bibliotheca's published operating instructions; (vi) modification, service or repair of the Equipment by other than Bibliotheca authorized personnel; (vii) use of Equipment for purposes other than for which designed; (viii) painting or refinishing the equipment; (ix) relocation of the equipment; (x) replacement of broken or damaged cabinetry; to include items such as lattices, base covers, book check covers, etc.; (xi) electrical work external to the Equipment; (xii) cosmetic restoration (e.g., filling of holes in floor or walls, plugging or wire run openings, removal of tape residue, etc.) after removal or relocation of equipment for any reason; (xiii) restoration of Equipment performance when it has been degraded by placement of unauthorized interference sources within the affected range of said equipment; (xiv) service requests related to use of markers (strips) other than those manufactured by Bibliotheca or its authorized distributor(s), (xv) modification, or repair of the Bibliotheca Software by other than Bibliotheca authorized personnel; (xvi) use of the Bibliotheca Software for purposes other than for which designed; (xvii) virus / hacker activity; (xviii) Non-Bibliotheca Software related updates and upgrades including, but not limited to, Operation System, Anti-Virus, Intrusion Detection. (xix) labor or materials associated with consumables such as receipt printer paper, separator jaws, patron counter batteries, and similar items.

RENEWAL: This agreement is NOT automatically renewable. If a renewal agreement is offered by Bibliotheca, the agreement price quoted will reflect the age of the product and the service costs of the time of renewal.

ENTIRE AGREEMENT: This instrument sets forth the entire agreement between the parties, and no representation, promise or condition not contained herein shall modify these terms whether made prior to or subsequent to the execution of this agreement.

Submit Purchase Order by fax to 1-877-689-2269 or by email to service-renewals-us@bibliotheca.com.

Accepted By: _____

Accepted Date: _____

Customer Purchase Order Number: _____



Purchase Order

Dispatch via Print

Peralta Community College Dist
 333 East 8th Street
 Oakland CA 94606
 United States

Supplier: 0000732851
 BIBLIOTHECA, LLC
 P. O. BOX 744378
 ATLANTA GA 30384-4378

Purchase Order PCCD1-3000121374	Date 07/08/2019	Revision 	Page 1
Payment Terms Net 30	Freight Terms Destination	Ship Via Common Carrier	
Buyer Nicanor Custodio	Phone 5104667256	Currency USD	

Ship To: 21
 555 Atlantic Avenue
 Alameda CA 94501
 United States

Attention: Caitlin Gilbert

Bill To: Accounts Payable
 333 East 8th Street
 Oakland CA 94606
 United States

Tax Exempt? N	Tax Exempt ID:	Replenishment Option: Standard
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Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	2019-20 Open account to Bibliotheca for library security gate maintenance		1.00	EA	2,649.00	2,649.00	07/08/2019

Schedule Total 2,649.00

Item Total 2,649.00

Justification: 2019-20 Library Open Account to Bibliotheca for 2019-20 library security gate maintenance contract. Quote (QUO-97556-M4J7) attached.

Total PO Amount 2,649.00

Authorized Signature

Authorized Signature

Date

[Handwritten Signature]