

SERIAL 16015 CI 3M EQUIPMENT, MAINTENANCE AND SUPPORT

DATE OF LAST REVISION: September 22, 2016 CONTRACT END DATE: September 30, 2018

CONTRACT PERIOD THROUGH SEPTEMBER 30, 2018

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **3M EQUIPMENT, MAINTENANCE AND SUPPORT**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **October 7, 2015 (Eff. 10/01/15)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

BW/at
Attach

Copy to: Office of Procurement Services
Cynthia Kolaczynski, Library District
John Werbach, Library District



COMPETITION IMPRACTICABLE CONTRACT

SERIAL 16015-CI

This Contract is entered into this 7th day of October, 2015 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and ~~3M Library Systems~~ **Bibliotheca, LLC**, a ~~Minnesota~~ **Delaware** corporation ("Contractor") for the purchase of library system solutions, support and maintenance.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the 1st day of October, 2015 and ending the 30th day of September, 2018.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three (3) years, (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

- 2.1 Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey. Price increase shall not exceed 3% per year.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

- 3.3.1 The Contractor shall submit in a manner acceptable to the County one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date

- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of service provided
- Pricing per unit of service
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

3.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.4 APPLICABLE TAXES:

3.4.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.4.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.4.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.5 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

3.6 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

3.6.1 The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the

absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.7 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

3.7.1 County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

5.2 During the Contract term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE:

6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6.2.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.8 **Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.9 **Automobile Liability.**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Lessee's work or services or use or maintenance of the Premises under this Contract.

6.2.10 Workers' Compensation.

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contractor and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Lease.

6.2.11 Professional Liability.

Contractor shall maintain Professional Liability insurance which will provide coverage for any and all acts arising out of the work or services performed by the Contractor under the terms of this Contract, with a limit of not less than \$1,000,000 for each claim, and \$3,000,000 aggregate claims.

6.2.12 Certificates of Insurance.

6.2.12.1 Prior to Contract **AWARD**, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.2.12.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.12.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date

6.2.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 FORCE MAJEURE.

6.3.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies,

hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

6.3.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

6.3.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

6.3.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

6.4 **WARRANTY OF SERVICES:**

6.4.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.4.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.5 **UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.6 **TERMINATION FOR DEFAULT:**

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

6.6.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

6.6.2 Make progress, so as to endanger performance of this contract; or

6.6.3 Perform any of the other provisions of this contract.

6.6.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.7 **STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect,

an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.8 CONTRACTOR LICENSE REQUIREMENT:

6.8.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

6.8.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.9 SUBCONTRACTING:

6.9.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

6.9.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

6.10 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.11 ADDITIONS/DELETIONS OF SERVICE:

6.11.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

6.11.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

6.12 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

6.13 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.14 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.15 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

6.16 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.16.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

6.16.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.16.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.16.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.16.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.16.2 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.17 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.17.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.17.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.17.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.18 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

6.18.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

6.18.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.19 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.19.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any

other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.19.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.19.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.20 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.21 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

6.22 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information. by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.23 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.24 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.25 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to

create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.26 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.27 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.28 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

- 6.28.1 Exhibit A, Pricing;
- 6.28.2 Exhibit B, Scope of Services; and
- 6.28.3 Exhibit C, Software License Agreement

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

~~3M Track and Trace Solutions
3M Center, Building 0225-04 N-14
St. Paul, MN 55144-1000~~

**Bibliotheca, LLC
3169 Holcomb Bridge Road Ste. #200
Norcross, GA 30071**

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR



AUTHORIZED SIGNATURE
Mary Giles
Contract Administrator

PRINTED NAME AND TITLE

3m Center, Bldg 225 4W-14, St. Paul, MN 55144
ADDRESS

9/14/15
DATE

MARICOPA COUNTY



CHAIRMAN, BOARD OF SUPERVISORS

OCT 07 2015
DATE

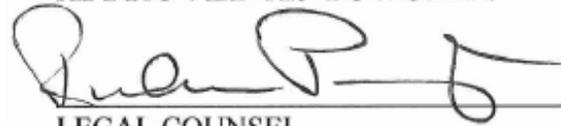
ATTESTED:



CLERK OF THE BOARD

OCT 07 2015
DATE

APPROVED AS TO FORM:



LEGAL COUNSEL

September 23, 2015
DATE

**EXHIBIT A
PRICING**

SERIAL: 16015-CI
NIGP CODE: 52500

RESPONDENT NAME: 3M Library Systems
Bibliotheca, LLC

VENDOR NUMBER :

ADDRESS: 3M Center, Bldg 225 4N 12
3169 Holcomb Bridge Road Ste. #200
St. Paul, MN 55114
Norcross, GA 30071

P.O. ADDRESS: Same

TELEPHONE NUMBER: 800-328-0067 678-336-7980 x310

FACSIMILY NUMBER: 800-223-5563

WEB SITE: www.3m.com www.bibliotheca.com

REPRESENTATIVE: Shawn Brumley Mary Zilles

REPRESENTATIVE E-MAIL: sebrumley@mmm.com
m.zilles@bibliotheca.com

YES NO REBATE

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: [X] []

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: [X] []

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: [] [X] %
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PAYMENT TERMS:
 [X] NET 30 DAYS

EFFECTIVE 09/01/16

EM Detection Systems

All EM Detection Systems include: installation, 12-month service agreement and staff training.

Bibliotheca Model 3800 Series Detection System

Item Description	Net Unit Price
Direct Mount Installation	
Bibliotheca Model 3801 Detection System, Single 36" Corridor	\$9,262 each
Bibliotheca Model 3802 Detection System, Dual 36" Corridor	\$11,570 each
Bibliotheca Model 3803 Detection System, Triple 36" Corridor	\$14,348 each
Bibliotheca Model 3804 Detection System, Four 36" Corridor	\$18,215 each
Buried Cable Installation	
Bibliotheca Model 3801 Detection System, Single 36" Corridor	\$9,995 each

Item Description	Net Unit Price
Bibliotheca Model 3802 Detection System, Dual 36" Corridor	\$12,250 each
Bibliotheca Model 3803 Detection System, Triple 36" Corridor	\$15,968 each
Bibliotheca Model 3804 Detection System, Four 36" Corridor	\$19,106 each

Plus shipping and any applicable state or local taxes

Bibliotheca Model 3500 Series Detection System

Item Description	Net Unit Price
Direct Mount Installation	
Bibliotheca Model 3501 Detection System, Single 36" Corridor	\$8,442 each
Bibliotheca Model 3502 Detection System, Dual 36" Corridor	\$10,531 each
Buried Cable Installation	
Bibliotheca Model 3501 Detection System, Single 36" Corridor	\$9,232 each
Bibliotheca Model 3502 Detection System, Dual 36" Corridor	\$11,221 each

Plus shipping and any applicable state or local taxes

Bibliotheca Select Series Detection System

NOTE: Must choose a panel cover see below for options and costs

Item Description	Net Unit Price
Direct Mount Installation	
Select Series Detection System, Single 36" Corridor	\$9,779 each
Select Series Detection System, Dual 36" Corridor	\$12,032 each
Buried Cable Installation	
Select Series Detection System, Single 36" Corridor	\$10,068 each
Select Series Detection System, Dual 36" Corridor	\$12,420 each

Plus shipping and any applicable state or local taxes

Bibliotheca Select Series Detection System Panel Cover Options

Please contact area sales representative for color options.

Item Description	Net Unit Price
Select Series Classic Open Panel, Single Corridor	\$1,325 each
Select Series Classic Open Panel Dual Corridor	\$1,735 each

Plus any applicable state or local taxes

Buried Cable Installation

Item Description	Net Unit Price
Optional Buried Cable Pre-Site Visit – required for all buried cable installations	\$ 840 per visit

Plus any applicable state or local taxes

EM Accessories and Workstations

All EM Accessories and Workstations include 12-month service agreement and staff training.

Item Description	Net Unit Price
Bibliotheca Model 942 Bookcheck Unit	3,255 each
Bibliotheca Model 943 Bookcheck Unit including barcode scanner and installation.	\$6,165 each
Bibliotheca Model 946 Staff Workstation including installation,.	\$7,895 each

Plus shipping and any applicable state or local taxes

EM Security Strips

Item Description	Net Unit Price
Bibliotheca 6-1/2" Tattle-Tape™ Security Strips No. B1; <i>\$976 per case of 5,000 strips</i>	0.1952 each
Bibliotheca 6-1/2" Tattle-Tape™ Security Strips No. B2; <i>\$766.50 per case of 5,000 strips</i>	\$0.1533 each
Bibliotheca R2 Tattle-Tape™ Security Strips; <i>\$1,224 per roll of 7,500 strips g</i>	\$0.1632 each
Bibliotheca Tattle-Tape™ Compact Disc Markers No. DCD-2; <i>\$1,2371.10 per case of 1,000 markers</i>	\$1.2371 each
Bibliotheca Tattle-Tape™ Videocassette Markers No. DVM-1 (no cover label) <i>\$258.50 per case of 1,000 markers</i>	\$0.2585 each

Plus shipping and any applicable state or local taxes

SelfCheck™ Systems

Bibliotheca SelfCheck™ System V-Series

All V-Series SelfChecks with QuickConnect Interface Software include: printer, lifetime software license, 12-month service agreement and staff training.

Item Description	Net Unit Price
V-Series with Parts Only	
Bibliotheca SelfCheck™ System V-Series, Model V2 Parts Only including multiple book detection.	\$14,796 each
Bibliotheca SelfCheck™ System V-Series, Model V4 Parts Only including printer, EM/RFID Multi book detection capability,	\$16,055 each
V-Series with Laminate Top Kiosk	
Bibliotheca SelfCheck™ System V-Series, Model V2 with Laminate Top Freestanding Kiosk including multiple book detection,	\$15,870 each

Item Description	Net Unit Price
Bibliotheca SelfCheck™ System V-Series, Model V4 with Laminate Top Freestanding Kiosk including EM/RFID Multi book detection capability.	\$17,112 each
V-Series with Solid Surface Top Kiosk	
Bibliotheca SelfCheck™ System V-Series, Model V2 with Solid Surface Top Freestanding Kiosk including multiple book detection.	\$17,025 each
Bibliotheca SelfCheck™ System V-Series, Model V4 with Solid Surface Top Freestanding Kiosk including, EM/RFID Multi book detection capability.	\$18,249 each
V-Series Tabletop With Laminate Top	
Bibliotheca SelfCheck™ System Table Top V-Series, Model V2 with laminate top including multiple book detection.	\$15,870 each
Bibliotheca SelfCheck™ System Tabletop V-Series, Model V4 with laminate top including EM/RFID Multi book detection capability.	\$17,112 each
V-Series Tabletop With Solid Top	
Bibliotheca SelfCheck™ System Table Top V-Series, Model V2 with solid top including multiple book detection..	\$17,025 each
Bibliotheca SelfCheck™ System Tabletop V-Series, Model V4 with solid top including EM/RFID Multi book detection capability.	\$18,249 each

Plus shipping any applicable state or local taxes

Bibliotheca SelfCheck™ System 420 Series

All R-Series SelfChecks with QuickConnect Interface Software include: 19 inch widescreen touchscreen monitor, printer, lifetime software license, 12-month service agreement and staff training.

Item Description	Net Unit Price
Bibliotheca SelfCheck™ System 420 Series, RFID Custom Kiosk including (Library to provide custom kiosk)	\$10,672 each
Bibliotheca SelfCheck™ System 420 Series RFID Desktop Components,	\$8,077 each
Bibliotheca SelfCheck™ System 420D Series RFID Tabletop	\$9,821 each
Bibliotheca SelfCheck™ System 420 Series RFID Kiosk	\$10,284 each

Plus shipping and any applicable state or local taxes

Bibliotheca SelfCheck™ System 1000, 1000D, and 400 Series

All 1000 Series SelfChecks with QuickConnect Interface Software include: Horizontal touchscreen monitor, printer, lifetime software license, 12-month service agreement and staff training.

Item Description	Net Unit Price
smartserve 1000 Freestanding Self-Checkout in Black	\$12,990.00 each
smartserve 1000 Desktop Self-Checkout in Black	\$12,990.00 each
smartserve 400 Freestanding Self-Checkout in Black	\$10,890.00 each

<i>Item Description</i>	<i>Net Unit Price</i>
smartadmin Software (Per Single Connected Device)	\$325.00 each

Bibliotheca SelfCheck™ System Upgrades

<i>Item Description</i>	<i>Net Unit Price</i>
SelfCheck (Classic V/R, BCS) Windows 7 PC Upgrade Kit, with install	\$1,699 each
SelfCheck Optical Scanner, with install (center mounting)	\$1,148 each
SelfCheck (V, R, BCS) 19" Widescreen Monitor Upgrade, with install	\$1,398 each
BCS to R-Series Upgrade Kit	\$3,246 each
Bibliotheca SelfCheck V-Series to R-Series Upgrade Kit for Classic Kiosk or Classic Table Top	\$2,895 each

Plus shipping and any applicable state or local taxes

Bibliotheca SelfCheck™ Systems Fines and Fees Payment Options

Fines and Fees options include install and 12 month subscription.

<i>Item Description</i>	<i>Net Unit Price</i>
<i>Comprise Smart Payment Terminal – for payment of fines and fees via credit/debit – EMV Compatible Solution</i>	\$2,275 each
Bibliotheca Flexible Fines and Fees – Factory Upgrade - <i>For payment of fines and fees via cash</i>	\$2,995 each
smartserve UCP iSelf Chip & Pin/Contactless Payment – <i>For Smartserve 1000 & 400s Only</i>	\$3,495.00 each
Heartland Payment Terminal S300	\$1,399.00 each
smartserve Coin & Bill Payment - <i>for Smartserve 1000 & 400s Only</i>	\$3,295.00 each
CreditCall Merchant Set-Up Fee (Per Site)	\$995.00 each

Plus shipping and any applicable state or local taxes

Bibliotheca Integrated Disc Media Unlocker

<i>Item Description</i>	<i>Net Unit Price</i>
Bibliotheca Integrated Disc Media Unlocker including installation, 12-month service agreement	\$4,753 each
Bibliotheca Disc Media Manual Unlocker	\$110 each
Bibliotheca Model 1225 Disc Media Unlocker, K-Series including installation, 90 day warranty, 12-month service agreement	\$2,185 each

Plus shipping and any applicable state or local taxes

Bibliotheca Reporting Software

Item Description	Net Unit Price
Command Center Module for Bibliotheca SelfCheck Systems (up to five networked devices)	\$2,995 each
Command Center Module for Bibliotheca Model 9100 Detection Systems (up to five networked devices)	\$2,995 each
Command Center Module for Bibliotheca Intelligent Return and Sorter Systems (IRSS) (up to five networked devices)	\$1,995 each
Command Center Enterprise (up to 25 additional devices for Bibliotheca SelfCheck, Bibliotheca 9100 Detection System or Bibliotheca IRSS)	\$6,495 each

Plus shipping and any applicable state or local taxes

Bibliotheca Cloud Library (eBook Platform)

Item Description	Net Unit Price
Cloud Library (Annual Platform Subscription)	Price Varies Per Population
Setup and Training Fee	Price Varies Per Population
CloudLink Subscription	\$1000.000

Plus shipping and any applicable state or local taxes

RFID Detection Systems

Bibliotheca Model 9100 and Premium Series Detection Systems

All RFID Detection Systems include: installation, 12-month service agreement and staff training.

Item Description	Net Unit Price
RFID Gate Premium - Single Aisle	\$12,495 each
RFID Gate Premium - Dual Aisle	\$17,995 each
RFID Gate Premium - Triple Aisle	\$22,995 each
RFID Gate Premium - Quad Aisle	\$28,495 each
smartgate™ manager Site Software License	\$2,995 each
Pedestal Configuration Fee (per pedestal)	\$125 each
smartadmin Software (Per Single Connected Device)	\$325 each
Bibliotheca Model 9101 Detection System (Single Corridor Direct Mount with wired network card)	\$10,215 each
Bibliotheca Model 9102 Detection System (Dual Corridors, Direct Mount with wired network card)	\$13,704 each
Bibliotheca Model 9103 Detection System (Triple Corridors, Direct Mount with wired network card)	\$16,685 each
Bibliotheca Model 9104 Detection System (Four Corridors, Direct Mount with wired network card)	\$20,163 each

Item Description	Net Unit Price
Buried Cable Installation	
Bibliotheca Model 9101 Detection System (Single Corridor Buried Cable with wired network card)	\$10,715 each
Bibliotheca Model 9102 Detection System (Dual Corridors, Buried Cable with wired network card)	\$14,165 each
Bibliotheca Model 9103 Detection System (Triple Corridors, Buried Cable with wired network card)	\$17,185 each
Bibliotheca Model 9104 Detection System (Four Corridors Direct Mount with wired network card)	\$20,663 each

Plus shipping any applicable state or local taxes

Buried Cable Installation

Item Description	Net Unit Price
Optional Buried Cable Pre-Site Visit – required for all buried cable installations	\$ 840 per visit

Plus any applicable state or local taxes

Bibliotheca remoteLocker (Holds Locker)

Item Description	Net Unit Price
smartlocker Central Kiosk w/Touchscreen & 4 Lockers in Black	\$10,095.000
smartlocker 105R 5-Locker Module with Items Return in	\$5,895.000
smartlocker Standard Height 10-Locker Module in Black	\$5,895.000
smartlocker Manager Software	\$2,995.000
liber8 Individual Software License	\$995.000

Plus shipping any applicable state or local taxes

RFID Inventory Management

Item Description	Net Unit Price
Bibliotheca Model 804 Digital Library Assistant (DLA) with digital data manager including 12 month service agreement	\$6,515 each

Plus shipping any applicable state or local taxes

RFID Conversion Station

Purchase

Item Description	Net Unit Price
Bibliotheca Model 812 Conversion Station including installation, 12-month service agreement	\$11,999 each
Bibliotheca Model 815 Conversion Station Kit with barcode scanner, customer installed with, 12-month service agreement, (library to provide laptop computer or netbook and cart)	\$1,994 each
Bibliotheca Model 815 Conversion Station Kit without barcode scanner, customer installed with, 12-month service agreement, (library to provide laptop computer or netbook and cart)	\$1,694 each

Plus shipping and any applicable state or local taxes

Rental

<i>Item Description</i>	<i>Net Unit Price</i>
Bibliotheca Conversion Station Rental	
1 Month	\$ 635 each
3 Months	\$1,475 each
6 Months	\$2,635 each
12 Months	\$4,615 each
Shipping and Handling for each unit (one-time charge)	\$ 660 each

Plus any applicable state or local taxes

RFID Staff Workstation

Item Description	Net Unit Price
RFID Workstation Shielded (smartstation™ 200)	\$1,955 each
Bibliotheca Model 895 Pad Staff Workstation including installation, 12-month service agreement.	\$1,649 each
Bibliotheca Model 896 Enhanced Pad Staff Workstation (features API integration with the ILS systems) including installation, 12-month service agreement.	\$1,808 each
Bibliotheca Model 895 Pad Staff Workstation with customer install, 12-month depot repair service agreement.	\$1,114 each
Bibliotheca Model 896 Enhanced Pad Staff Workstation (features API integration with the ILS systems) with customer install, and 12-month depot service agreement.	\$1,273 each
Bibliotheca Mobile Staff Workstation with printer, includes 90 warranty and 12 month depot repair warranty	\$3,462 each
Bibliotheca Mobile Staff Workstation without printer, includes 90 warranty and 12 month depot repair warranty	\$3,065 each

Plus shipping and any applicable state or local taxes

SelfCheck™ Systems Book Drop

Bibliotheca SelfCheck™ System C-Series

Item Description	Net Unit Price
Bibliotheca SelfCheck System C-Series Book Drop with RFID including computer, touchscreen monitor, installation, 12-month service agreement	\$14,354 each

Plus shipping and any applicable state or local taxes

*Price assumes firewall access during service calls.

RFID Tags

<i>Standard RFID Tags</i>	Minimum Order	Price Per Tag	Price Per Case
ISO RFID Book Tags (50mm x 50mm) (sold in cases of 6,000 tags)	1-6 cases	\$0.184 each	\$1,104 case
ISO RFID Book Tags (50mm x 50mm) (sold in cases of 6,000 tags)	7+ cases	\$0.154 each	\$924 case
ISO RFID Hub Tags (for CD/DVDs) (sold in cases of 4,000)	1-3 cases	\$0.265 each	\$1,060 case
ISO RFID Hub Tags (for CD/DVDs) (sold in cases of 4,000)	4+ cases	\$0.19 each	\$760 case
ISO RFID Full Disc Media Tag (for CD/DVDs) (sold in cases of 1,000 tags)	1+ cases	\$0.63 each	\$630 case
<i>Custom Printed RFID Tags</i>	Minimum Order	Price Per Tag	Price Per Case
ISO RFID Book Tag – Black & White Logo Printing (sold in cases of 6,000 tags)	6+ cases	\$0.179 each	\$1,074 case
ISO RFID Book Tag – Color Logo Printing (sold in cases of 6,000 tags)	6+ cases	\$0.224 each	\$1,344 case
ISO RFID Book Tag with Programming & Barcode (sold in cases of 6,000 tags)	6+ cases	\$0.248 each	\$1,488 case
ISO RFID Book Tag with Programming & Barcode plus one color (sold in cases of 6,000 tags)	6+ cases	\$0.273 each	\$1,638 case
ISO RFID Book Tag Black & White with Buddy Programmed (sold in cases of 6,000 tags)	6+ cases	\$0.278 each	\$1,668 case
ISO RFID Book Tag Color with Buddy Programmed (sold in cases of 6,000 tags)	6+ cases	\$0.303 each	\$1,818 case
ISO RFID Hub Tags (CD/DVDs) Custom Printed (sold in cases of 4,000 tags)	3+ cases	\$0.256 each	\$1,024 case

Plus shipping and any applicable state or local taxes

Automated Materials Handling System

Bibliotheca Intelligent Return and Sorter System SL

The Bibliotheca™ Intelligent Return and Sorter System SL is designed for libraries interested in automating their check-in and sorting process. Your customers can quickly self return items with “real-time check-in”. Designed specifically for libraries, the system can be interior wall or exterior wall mounted, walk-up or drive-up. For libraries with limited space, the system can be used for return only or can accommodate up to three bins with a sort matrix configured to best meet your library’s needs.



All Intelligent Return and Sorters include, one site visit, installation, 90 day warranty and 12 month service agreement.

Item Description	Net Unit Price
Bibliotheca Intelligent Return and Sorter System SL including <ul style="list-style-type: none"> • 1 – Intelligent Return Classic, interior wall mounted • 1 – Sorter SL with three sort locations • 3 – Bins 	\$38,970 each
Bibliotheca Intelligent Return and Sorter System SL including <ul style="list-style-type: none"> • 1 – Intelligent Return Classic, exterior wall mounted • 1 – Sorter SL with three sort locations • 3 – Bins 	\$42,345 each
Bibliotheca Intelligent Return and Sorter System SL including <ul style="list-style-type: none"> • 1 – Intelligent Return Plus, interior wall mounted • 1 – Sorter SL with three sort locations • 3 – Bins 	\$49,380 each
Bibliotheca Intelligent Return and Sorter System SL including <ul style="list-style-type: none"> • 1 – Intelligent Return Plus, exterior wall mounted • 1 – Sorter SL with three sort locations • 3 – Bins 	\$55,715 each

Plus shipping and any applicable state or local taxes

Bibliotheca Intelligent Return and Sorter System FX

The Bibliotheca™ Intelligent Return and Sorter System FX is a modular system designed for libraries interested in automating their check-in and sorting process. Your customers can quickly self return items with “real-time check-in”. With this feature, they can be assured items are instantly checked in upon return. This allows them to check out items without exceeding loan limits in the same visit.



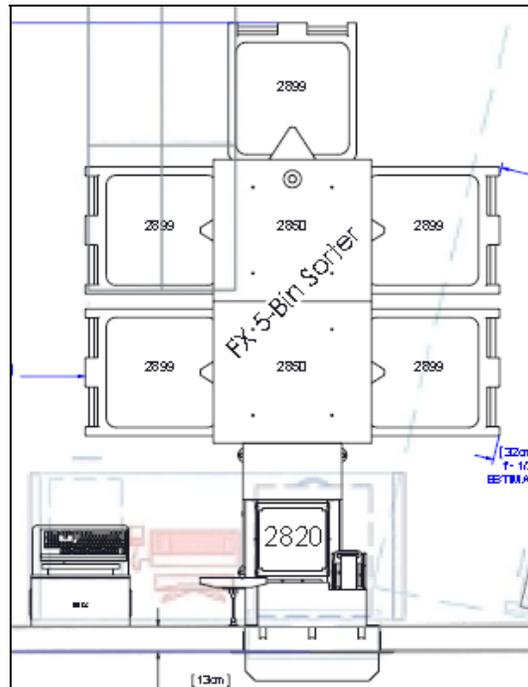
The sweep technology utilized by the sorter for directing items into the bins helps ensure items are sorted properly while reducing damage to items. The Bibliotheca Intelligent Return and Sorter System also offers an intuitive user interface which makes it easy for your customers and staff to use, including administrative tasks such as configuring receipts, generating statistics and system diagnostics. The Intelligent Return and Sorter System helps decrease the time it takes for an item to get back to the shelf, helping to increase staff productivity while enhancing customer satisfaction.

The modular design allows libraries to create the layout best suited for their needs and available space. Our system can accommodate up to four return units both interior and/or exterior and from a 3-bin up to a 15 bin sorter.

Below are examples of some basic layout for our FX System with pricing. Please work with your area sales consultant to create the configuration that is appropriate for your library's needs, space and budget. Pricing for these custom layouts will conform to contract pricing.

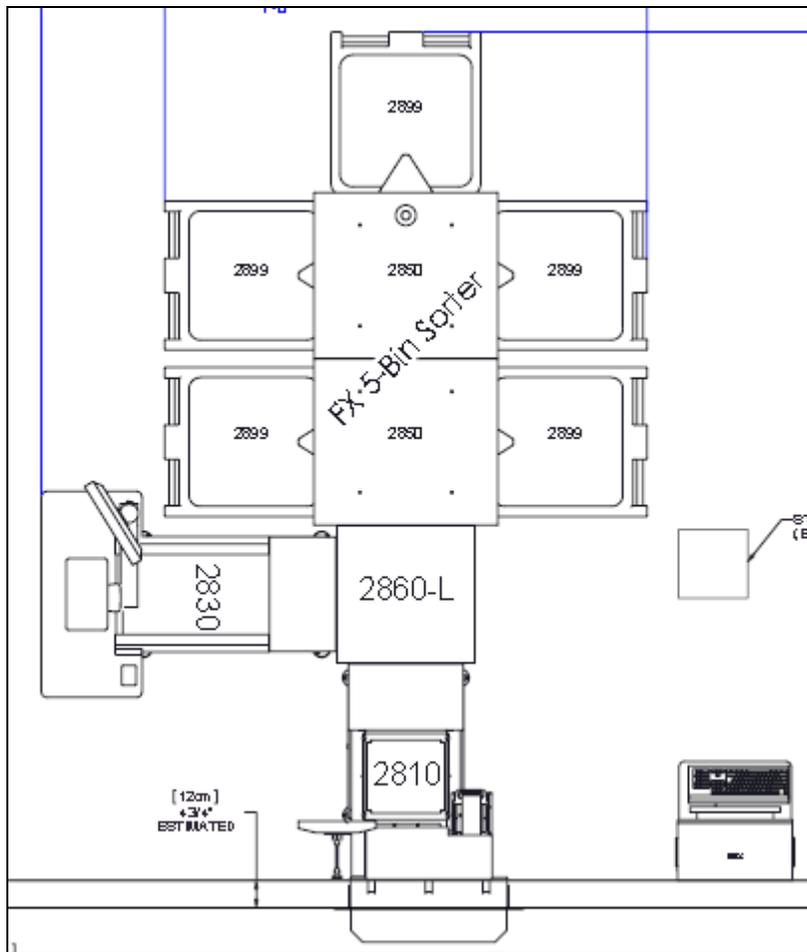
Item Description	Net Unit Price
Bibliotheca Intelligent Return and Sorter System FX including <ul style="list-style-type: none"> • 1 – Intelligent Return Plus (M2820), interior wall mounted • 1 – Sorter FX with five sort locations • 5 – Bins (M2899) • 2 – Pre-installation site visits and consultations • Installation • 90 Day Warranty • 12 Month Service Agreement 	\$89,347 each

Drawing for above configuration

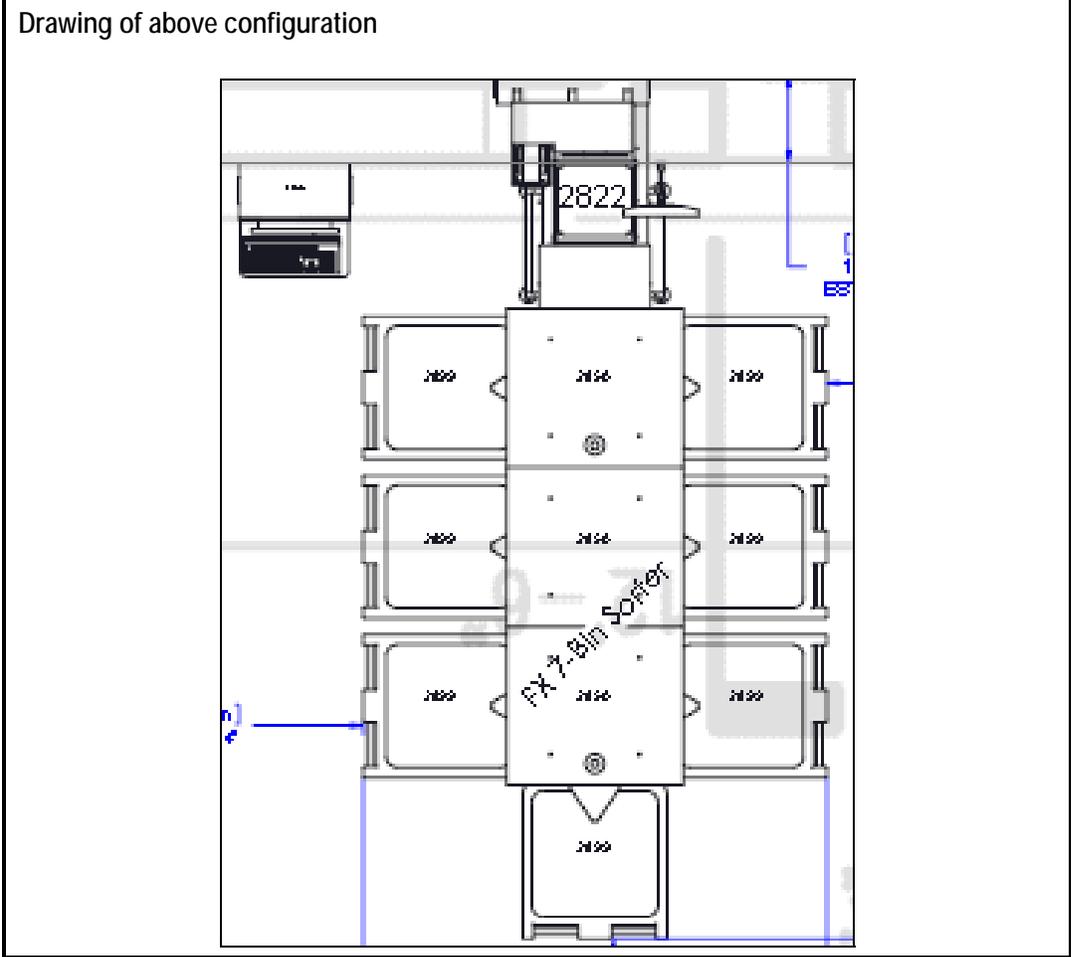


<p>Bibliotheca Intelligent Return and Sorter System FX including</p> <ul style="list-style-type: none"> • 1 – Intelligent Return Classic (M2810), interior wall mounted • 1 – Staff Return Unit (M2830) • 1 – Sorter FX with five sort locations • 5 – Bins (M2899) • 1 – Individual Conveyor Module (M2860) • 2 – Pre-installation site visits and consultations • Installation • 90 Day Warranty • 12 Month Service Agreement 	<p>\$120,969 each</p>
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Drawing of above configuration

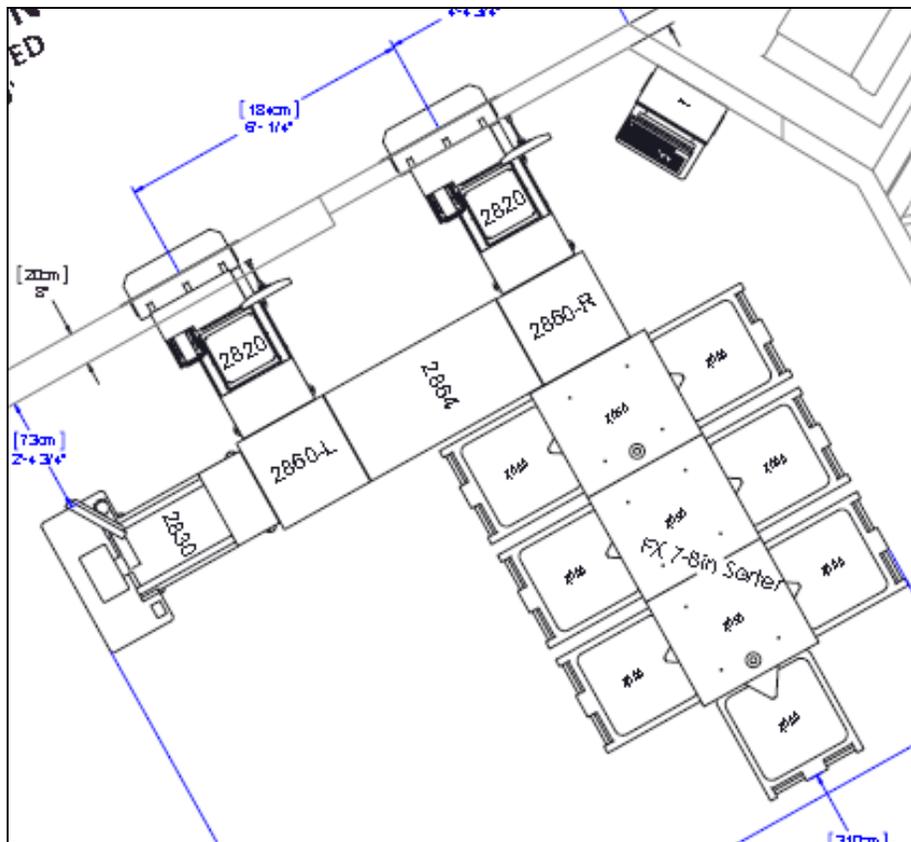


<p>Bibliotheca Intelligent Return and Sorter System FX including</p> <ul style="list-style-type: none">• 1 – Intelligent Return Plus (M2822), exterior wall mounted• 1 – Sorter FX with seven sort locations• 7 – Bins (M2899)• 2 – Pre-installation site visits and consultations• Installation• 90 Day Warranty• 12 Month Service Agreement	<p>\$120,398 each</p>
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<p>Bibliotheca Intelligent Return and Sorter System FX including</p> <ul style="list-style-type: none"> • 2 – Intelligent Return Plus (M2820), interior wall mounted • 1 – Staff Return Unit (M2830) • 1 – Sorter FX with seven sort locations • 7 – Bins (M2899) • 3 – Individual Conveyor Modules (M2860 & M2864) • 2 – Pre-installation site visits and consultations • Installation • 90 Day Warranty • 12 Month Service Agreement 	<p>\$213,062 each</p>
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Drawing of above configuration



Bibliotheca Intelligent Return and Sorter System Options	
Barcode Package for Classic or Plus Return	\$1,190 each
Barcode Package for Staff Return	\$1,780 each
EM Security Package	\$5,575 each
Receipt Printer Package for Classic (included with Plus)	\$2,780 each
Hold/Exception Printer Package	\$585 each
Paper for Receipt Printer (6" roll, 4 rolls per case)	\$34 each
Paper for Holds/Exception Printer (3" roll, 8 rolls per case)	\$59 each

Maintenance

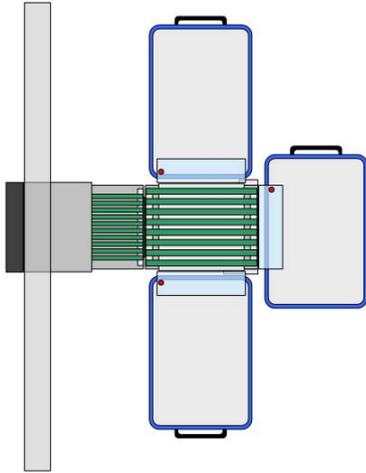
12-Month Service Agreement for Items Currently on Contract

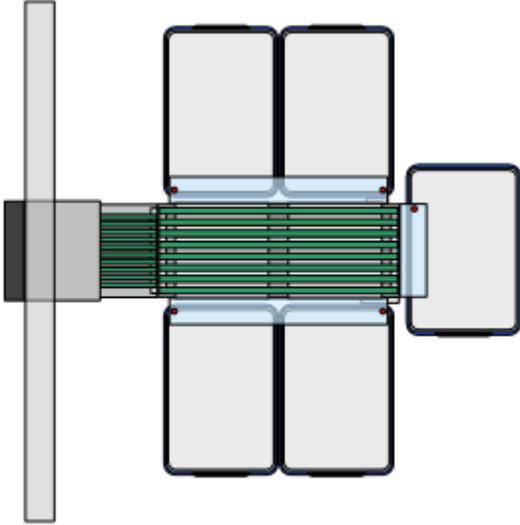
Item Description	Estimated Price
Bibliotheca Model 3801 Detection System (Single Corridor)	\$1,147 each
Bibliotheca Model 3802 Detection System (Dual Corridor)	\$1,567 each
Bibliotheca Model 3803 Detection System (Triple Corridor)	\$1,986 each
Bibliotheca Model 3501 Detection System (Single Corridor)	\$ 911 each
Bibliotheca Model 3502 Detection System (Dual Corridor)	\$1,297 each
Bibliotheca Select Series Detection System (Single Corridor)	\$ 899 each
Bibliotheca Select Series Detection System (Dual Corridor)	\$1,276 each
Bibliotheca Model 942 Bookcheck Unit	\$243 each
Bibliotheca Model 943 Bookcheck Unit	\$921 each
Bibliotheca Mode 946 Staff Workstation	\$1,082 each
Bibliotheca SelfCheck System BCS-Series	\$1,312 each
Bibliotheca SelfCheck System R-Series Classic Kiosk or Tabletop	\$2,177 each
Bibliotheca SelfCheck System R-Series Custom Kiosk	\$2,177 each
Bibliotheca SelfCheck System R-Series Desktop Components	\$1,237 each
Bibliotheca SelfCheck System R-Series Table Top	\$1,590 each
Bibliotheca SelfCheck System R-Series Kiosk	\$1,590 each
Bibliotheca Integrated Disc Media Unlocker	\$355 each
Bibliotheca Model 1225 Disc Media Unlocker K-Series	\$355 each
Bibliotheca Model 9101 Detection System (Single Corridor)	\$1,040 each

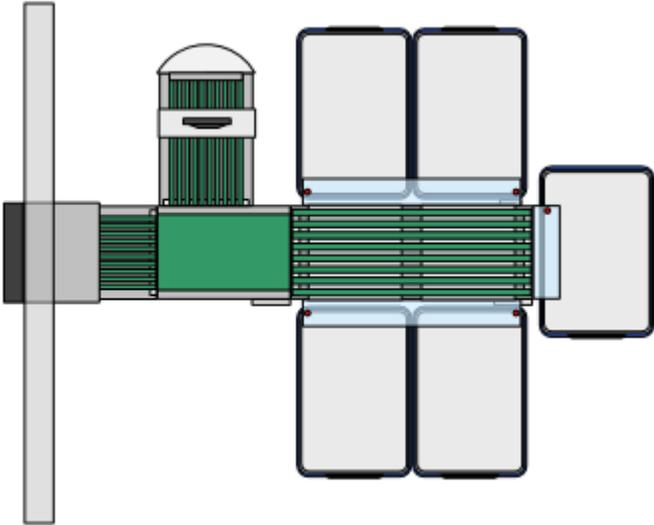
Item Description	Estimated Price
Bibliotheca Model 9102 Detection System (Dual Corridor)	\$1,333 each
Bibliotheca Model 9103 Detection System (Triple Corridor)	\$1,714 each
Bibliotheca Model 9104 Detection System (Four Corridor)	\$1,990 each
Bibliotheca Model 802, 803 or 804 Digital Library Assistant	\$920 each
Bibliotheca Model 812 Conversion Station	\$1,237 each
Bibliotheca Model 815 Conversion Station Kit	\$355 each
Bibliotheca Model 895/896 Pad Staff Workstation	\$369 each
Bibliotheca Mobile Staff Station, Model 920 without printer	\$366 each
Bibliotheca Mobile Staff Station, Model 920 with printer	\$463 each
Bibliotheca SelfCheck System C-Series Book Drop with RFID	\$855 each
Bibliotheca Intelligent Return and Sorter System SL with one Classic patron return, interior, and SL Sorter	\$4,790 each
Bibliotheca Intelligent Return and Sorter System SL with one Classic patron return, exterior, and SL Sorter	\$5,050 each
Bibliotheca Intelligent Return and Sorter System SL with one Plus patron return, interior, and SL Sorter	\$4,790 each
Bibliotheca Intelligent Return and Sorter System SL with one Plus patron return, exterior, and SL Sorter	\$5,050 each
Bibliotheca Intelligent Return and Sorter System FX with one Plus patron return, interior, with FX Sorter with five sort locations	\$7,790 each
Bibliotheca Intelligent Return and Sorter System FX with one Classic patron return, interior, one staff return, FX sorter with five sort locations and an individual conveyor module	\$12,330 each
Bibliotheca Intelligent Return and Sorter System FX with one Plus patron return, exterior with FX Sorter with seven sort locations	\$9,050 each
Bibliotheca Intelligent Return and Sorter System FX with two Plus patron returns, interior, one staff return, FX sorter with seven sort locations and three conveyor modules	\$18,620 each

Plus any applicable state or local taxes

Bibliotheca AMH300 Systems

Item Description – Sample Drawing #1	Net Unit Price
<p>AMH300 3-Bin Sorting System including:</p> <ul style="list-style-type: none">• 1 – SR320 Patron Return, interior wall mounted• 1 – SF3 Sorter with three sort locations• 3 – Standard Bins• 1 – Pre-installation site visits and consultations• Installation• 12 Month Warranty	<p>\$57,156</p>
<p>Drawing for above configuration</p> <div style="text-align: center;"></div>	

Item Description – Sample Drawing #2	Net Unit Price
<p>AMH300 5-Bin Sorting System including:</p> <ul style="list-style-type: none"> • 1 – SR320 Patron Return, interior wall mounted • 1 – SF5 Sorter with five sort locations • 5 – Standard Bins • 1 – Pre-installation site visits and consultations • Installation • 12 Month Warranty 	<p>\$66,928</p>
<p>Drawing for above configuration</p>  <p>The diagram illustrates the layout of the sorting system. On the left, a vertical grey bar represents the SR320 Patron Return. A horizontal grey bar represents the SF5 Sorter, which has five parallel lanes. Each lane is shown with a series of green lines representing the sorting mechanism. To the right of the sorter are five bins, arranged in two rows of two with one bin centered below. A single bin is shown to the right of the central lane, representing the output for that lane.</p>	

Item Description – Sample Drawing #3	Net Unit Price
<p>AMH300 5-Bin Sorter System including:</p> <ul style="list-style-type: none"> • 1 –SR320 Patron Return, interior wall mounted • 1 – SR340 Staff Return Unit • 1 – SF5 Sorter with five sort locations • 5 – Standard Bins • 1 – Input Conveyor, 70cm • 1 – Pre-installation site visits and consultations • Installation • 12 Month Warranty 	<p>\$86,025</p>
<p>Drawing of above configuration</p> 	

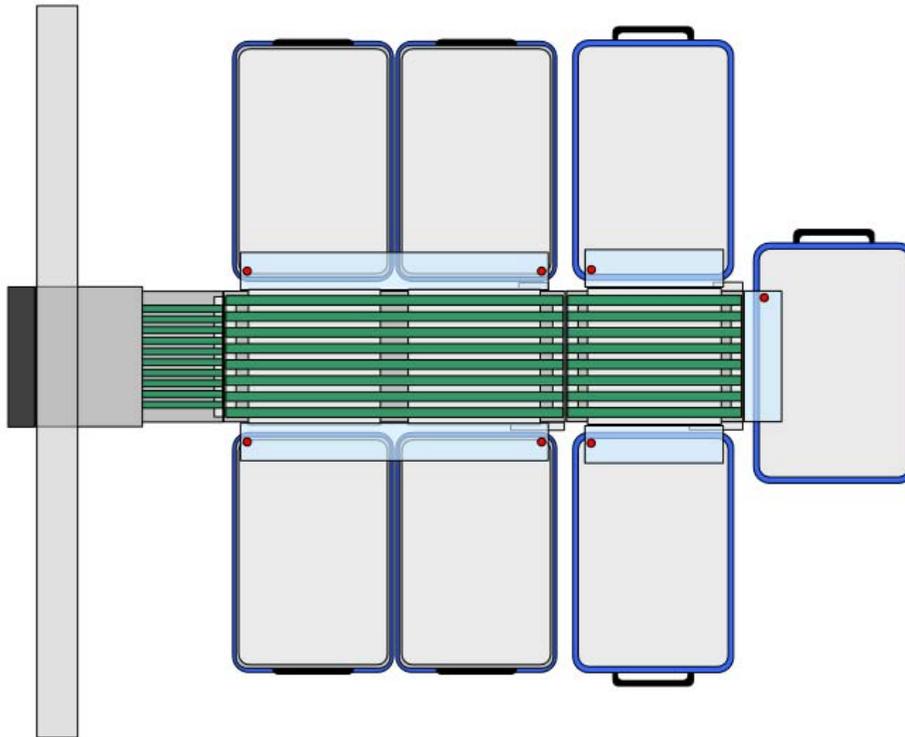
Item Description – Sample Drawing #4

AMH300 7-Bin Sorter System including:

- 1 – SR300 Patron Return, exterior wall mounted
- 1 – SF5 Sorter with four sort locations
- 1 – SF3 Sorter with three sort locations
- 7 – Standard Bins
- 1 – Pre-installation site visits and consultations
- Installation
- 12 Month Warranty

\$90,210

Drawing of above configuration



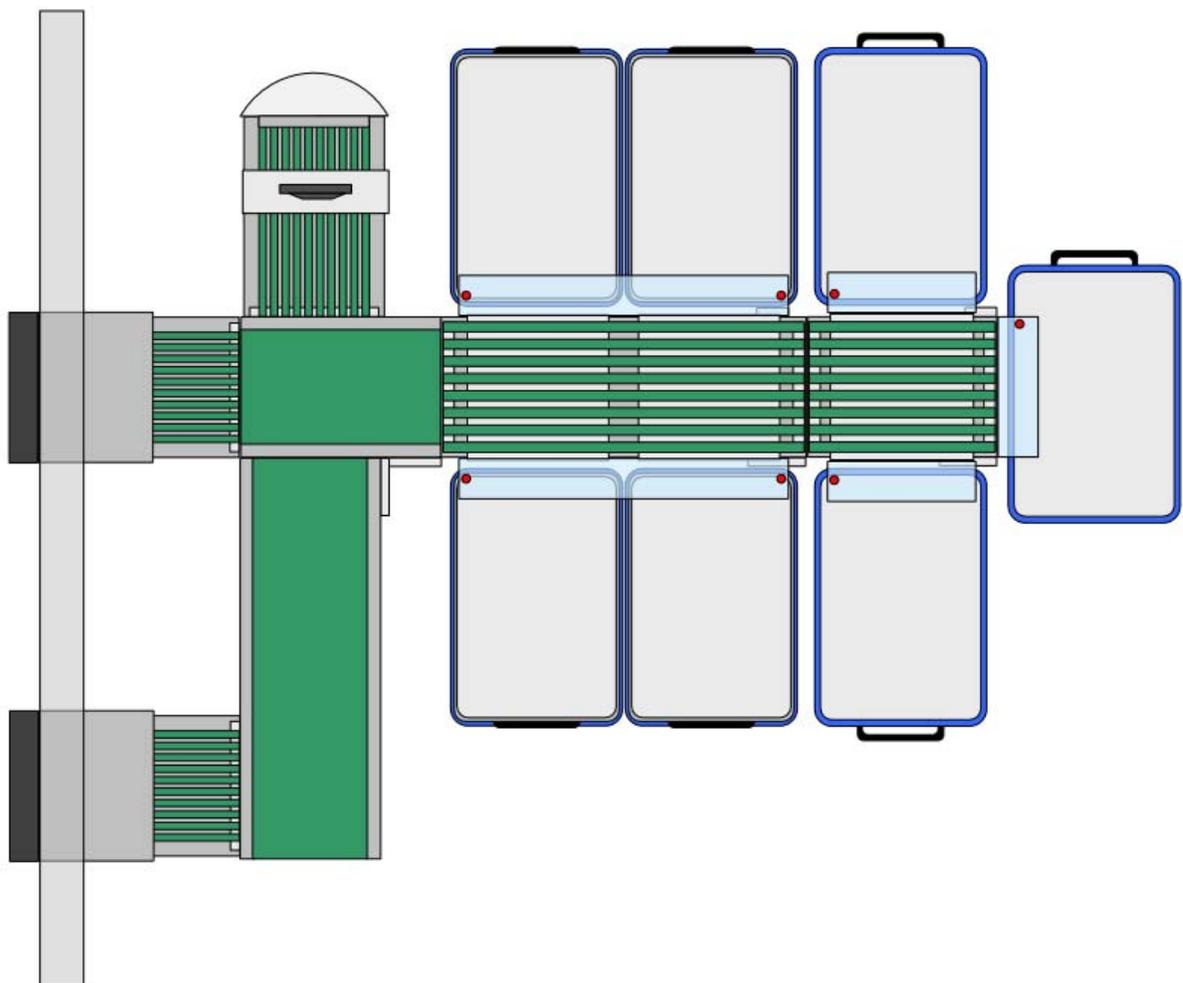
Item Description – Sample Drawing #5

AMH300 7-Bin Sorter System including:

- 2 –SR300 Patron Return, exterior wall mounted
- 1 – SR340 Staff Return Unit
- 1 – SF5 Sorter with four sort locations
- 1 – SF3 Sorter with three sort locations
- 2 – Input Conveyors, 140cm, 70cm
- 7 – Standard Bins
- 1 – Pre-installation site visits and consultations
- Installation
- 12 Month Warranty

\$141,379

Drawing of above configuration



3M Intelligent Return and Sorter System Options	
Barcode Package for Patron Return	\$3,092
Barcode Package for Staff Return	\$3,092
EM Security Package	N/A
Patron Receipt Printer Package Returns	\$1,100
Hold/Exception Printer Package	\$495

Maintenance

*12-Month Service Agreement for Items Currently on Contract
Annual increase of 5% per year following year 2*

Item Description	Estimated Price
AMH300 Sample Drawing #1	\$4,008
AMH300 Sample Drawing #2	\$4,844
AMH300 Sample Drawing #3	\$6,462
AMH300 Sample Drawing #4	\$6,817
AMH300 Sample Drawing #5	\$11,167

Plus any applicable state or local taxes

Annual Subscriptions

Item Description	Estimated Price
Comprise Smart Payment Terminal	\$499 each
Bibliotheca Command Center Module for Bibliotheca SelfCheck Systems	\$659 each
Bibliotheca Command Center Module for Bibliotheca Detection System Model 9100	\$659 each
Bibliotheca Command Center Module for Bibliotheca Intelligent Return and Sorter System	\$399 each
Bibliotheca Command Center Enterprise	\$1,599 each

Plus any applicable state or local taxes

ADDED/ EFFECTIVE 02/18/16 (MAINTENANCE)

EM Detection Systems

All EM Detection Systems include: installation, 90-day warranty, 12-month service agreement and staff training.

3M Model 3800 Series Detection System

Item Description	Net Unit Price
Direct Mount Installation	
3M Model 3801 Detection System, Single 36" Corridor	\$9,262 each
3M Model 3802 Detection System, Dual 36" Corridor	\$11,570 each
3M Model 3803 Detection System, Triple 36" Corridor	\$14,348 each
3M Model 3804 Detection System, Four 36" Corridor	\$18,215 each
Buried Cable Installation	
3M Model 3801 Detection System, Single 36" Corridor	\$9,995 each
3M Model 3802 Detection System, Dual 36" Corridor	\$12,250 each
3M Model 3803 Detection System, Triple 36" Corridor	\$15,968 each
3M Model 3804 Detection System, Four 36" Corridor	\$19,106 each

Plus shipping and any applicable state or local taxes

3M Model 3500 Series Detection System

Item Description	Net Unit Price
Direct Mount Installation	
3M Model 3501 Detection System, Single 36" Corridor	\$8,442 each
3M Model 3502 Detection System, Dual 36" Corridor	\$10,531 each
Buried Cable Installation	
3M Model 3501 Detection System, Single 36" Corridor	\$9,232 each
3M Model 3502 Detection System, Dual 36" Corridor	\$11,221 each

Plus shipping and any applicable state or local taxes

3M Select Series Detection System

NOTE: Must choose a panel cover see below for options and costs

Item Description	Net Unit Price
Direct Mount Installation	
Select Series Detection System, Single 36" Corridor	\$9,779 each
Select Series Detection System, Dual 36" Corridor	\$12,032 each
Buried Cable Installation	

Item Description	Net Unit Price
Select Series Detection System, Single 36" Corridor	\$10,068 each
Select Series Detection System, Dual 36" Corridor	\$12,420 each

Plus shipping and any applicable state or local taxes

3M Select Series Detection System Panel Cover Options

Please contact area sales representative for color options.

Item Description	Net Unit Price
Select Series Classic Open Panel, Single Corridor	\$1,325 each
Select Series Classic Open Panel Dual Corridor	\$1,735 each

Plus any applicable state or local taxes

Buried Cable Installation

Item Description	Net Unit Price
Optional Buried Cable Pre Site Visit—required for all buried cable installations	\$ 840 per visit

Plus any applicable state or local taxes

EM Accessories and Workstations

All EM Accessories and Workstations include 90-day warranty, 12-month service agreement and staff training.

Item Description	Net Unit Price
3M Model 942 Bookcheck Unit	3,255 each
3M Model 943 Bookcheck Unit including barcode scanner and installation.	\$6,165 each
3M Model 946 Staff Workstation including installation.	\$7,895 each

Plus shipping and any applicable state or local taxes

EM Security Strips

Item Description	Net Unit Price
3M 6-1/2" Tattle Tape™ Security Strips No. B1; <i>\$976 per case of 5,000 strips</i>	0..1952 each
3M 6-1/2" Tattle Tape™ Security Strips No. B2; <i>\$766.50 per case of 5,000 strips</i>	\$0.1533 each
3M R2 Tattle Tape™ Security Strips; <i>\$1,224 per roll of 7,500 strips-g</i>	\$0.1632 each
3M Tattle Tape™ Compact Disc Markers No. DCD-2; <i>\$1,2371.10 per case of 1,000 markers</i>	\$1.2371 each
3M Tattle Tape™ Videocassette Markers No. DVM-1 (no cover label) <i>\$258.50 per case of 1,000 markers</i>	\$0.2585 each

Plus shipping and any applicable state or local taxes

SelfCheck™ Systems

3M SelfCheck™ System V Series

All V Series SelfChecks with QuickConnect Interface Software include: printer, lifetime software license, 90-day warranty, 12-month service agreement and staff training.

Item Description	Net Unit Price
V Series with Parts Only	
3M SelfCheck™ System V Series, Model V2 Parts Only including multiple book detection.	\$14,796 each
3M SelfCheck™ System V Series, Model V4 Parts Only including printer, EM/RFID Multi book detection capability.	\$16,055 each
V Series with Laminate Top Kiosk	
3M SelfCheck™ System V Series, Model V2 with Laminate Top Freestanding Kiosk including multiple book detection.	\$15,870 each
3M SelfCheck™ System V Series, Model V4 with Laminate Top Freestanding Kiosk including EM/RFID Multi book detection capability.	\$17,112 each
V Series with Solid Surface Top Kiosk	
3M SelfCheck™ System V Series, Model V2 with Solid Surface Top Freestanding Kiosk including multiple book detection.	\$17,025 each
3M SelfCheck™ System V Series, Model V4 with Solid Surface Top Freestanding Kiosk including EM/RFID Multi book detection capability.	\$18,249 each
V Series Tabletop With Laminate Top	
3M SelfCheck™ System Table Top V Series, Model V2 with laminate top including multiple book detection.	\$15,870 each
3M SelfCheck™ System Tabletop V Series, Model V4 with laminate top including EM/RFID Multi book detection capability.	\$17,112 each
V Series Tabletop With Solid Top	
3M SelfCheck™ System Table Top V Series, Model V2 with solid top including multiple book detection.	\$17,025 each
3M SelfCheck™ System Tabletop V Series, Model V4 with solid top including EM/RFID Multi book detection capability.	\$18,249 each

Plus shipping any applicable state or local taxes

3M SelfCheck™ System R-Series

All R-Series SelfChecks with QuickConnect Interface Software include: 19-inch widescreen touchscreen monitor, printer, lifetime software license, 90-day warranty, 12-month service agreement and staff training.

Item Description	Net Unit Price
3M SelfCheck™ System R-Series, RFID Custom Kiosk including (Library to provide custom kiosk)	\$10,672 each
3M SelfCheck™ System R-Series RFID Desktop Components,	\$8,077 each
3M SelfCheck™ System R-Series RFID Table Top,	\$9,821 each
3M SelfCheck™ System R-Series RFID Kiosk,	\$10,284 each

Plus shipping and any applicable state or local taxes

3M SelfCheck™ System Upgrades

Item Description	Net Unit Price
SelfCheck (Classic V/R, BCS) Windows 7 PC Upgrade Kit, with install	\$1,699 each
SelfCheck Optical Scanner, with install (center mounting)	\$1,148 each
SelfCheck (V, R, BCS) 19" Widescreen Monitor Upgrade, with install	\$1,398 each
BCS to R-Series Upgrade Kit	\$3,246 each
3M SelfCheck V-Series to R-Series Upgrade Kit for Classic Kiosk or Classic Table Top	\$2,895 each

Plus shipping and any applicable state or local taxes

3M SelfCheck™ Systems Fines and Fees Payment Options

Fines and Fees options include install and 12-month subscription.

Item Description	Net Unit Price
<i>Comprise Smart Payment Terminal — for payment of fines and fees via credit/debit — EMV Compatible Solution</i>	\$2,275 each
3M Flexible Fines and Fees — Factory Upgrade — <i>For payment of fines and fees via cash</i>	\$2,995 each

Plus shipping and any applicable state or local taxes

3M Integrated Disc Media Unlocker

Item Description	Net Unit Price
3M Integrated Disc Media Unlocker including installation, 90-day warranty, 12-month service agreement	\$4,753 each
3M Disc Media Manual Unlocker	\$110 each
3M Model 1225 Disc Media Unlocker, K-Series including installation, 90-day warranty, 12-month service agreement	\$2,185 each

Plus shipping and any applicable state or local taxes

3M Reporting Software

Item Description	Net Unit Price
Command Center Module for 3M SelfCheck Systems (up to five networked devices)	\$2,995 each
Command Center Module for 3M Model 9100 Detection Systems (up to five networked devices)	\$2,995 each
Command Center Module for 3M Intelligent Return and Sorter Systems (IRSS) (up to five networked devices)	\$1,995 each
Command Center Enterprise (up to 25 additional devices for 3M SelfCheck, 3M 9100 Detection System or 3M IRSS)	\$6,495 each

Plus shipping and any applicable state or local taxes

RFID Detection Systems

3M Model 9100 Series Detection System

All RFID Detection Systems include: installation, 90-day warranty, 12-month service agreement and staff training.

Item Description	Net Unit Price
3M Model 9101 Detection System (Single Corridor Direct Mount with wired network card)	\$10,215 each
3M Model 9102 Detection System (Dual Corridors, Direct Mount with wired network card)	\$13,704 each
3M Model 9103 Detection System (Triple Corridors, Direct Mount with wired network card)	\$16,685 each
3M Model 9104 Detection System (Four Corridors, Direct Mount with wired network card)	\$20,163 each
Buried Cable Installation	
3M Model 9101 Detection System (Single Corridor Buried Cable with wired network card)	\$10,715 each
3M Model 9102 Detection System (Dual Corridors, Buried Cable with wired network card)	\$14,165 each
3M Model 9103 Detection System (Triple Corridors, Buried Cable with wired network card)	\$17,185 each
3M Model 9104 Detection System (Four Corridors Direct Mount with wired network card)	\$20,663 each

Plus shipping any applicable state or local taxes

Buried Cable Installation

Item Description	Net Unit Price
Optional Buried Cable Pre Site Visit—required for all buried cable installations	\$ 840 per visit

Plus any applicable state or local taxes

RFID Inventory Management

Item Description	Net Unit Price
3M Model 804 Digital Library Assistant (DLA) with digital data manager including 90 day warranty, 12 month service agreement	\$6,515 each

Plus shipping any applicable state or local taxes

RFID Conversion Station

Purchase

Item Description	Net Unit Price
3M Model 812 Conversion Station including installation, 90 day warranty, 12-month service agreement	\$11,999 each
3M Model 815 Conversion Station Kit with barcode scanner, customer installed with, 90 day warranty, 12-month service agreement, (library to provide laptop computer or netbook and cart)	\$1,994 each
3M Model 815 Conversion Station Kit without barcode scanner, customer installed with, 90 day warranty, 12-month service agreement, (library to provide laptop computer or netbook and cart)	\$1,694 each

Plus shipping and any applicable state or local taxes

Rental

Item Description	Net Unit Price
3M Conversion Station Rental	
1 Month	\$ 635 each
3 Months	\$1,475 each
6 Months	\$2,635 each
12 Months	\$4,615 each
Shipping and Handling for each unit (one time charge)	\$ 660 each

Plus any applicable state or local taxes

RFID Staff Workstation

Item Description	Net Unit Price
3M Model 895 Pad Staff Workstation including installation, 90-day warranty, 12-month service agreement.	\$1,649 each
3M Model 896 Enhanced Pad Staff Workstation (features API integration with the ILS systems) including installation, 90-day warranty, 12-month service agreement.	\$1,808 each
3M Model 895 Pad Staff Workstation with customer install, 90-day warranty, 12-month depot repair service agreement.	\$1,114 each
3M Model 896 Enhanced Pad Staff Workstation (features API integration with the ILS systems) with customer install, 90-day warranty, and 12-month depot service agreement.	\$1,273 each
3M Mobile Staff Workstation with printer, includes 90 warranty and 12-month depot repair warranty	\$3,462 each
3M Mobile Staff Workstation without printer, includes 90 warranty and 12-month depot repair warranty	\$3,065 each

Plus shipping and any applicable state or local taxes

SelfCheck™ Systems Book Drop

3M SelfCheck™ System C Series

Item Description	Net Unit Price
3M SelfCheck System C Series Book Drop with RFID including computer, touchscreen monitor, installation, 90-day warranty, 12-month service agreement	\$13,374 each

Plus shipping and any applicable state or local taxes

*Price assumes firewall access during service calls.

RFID Tags

Standard RFID Tags	Minimum Order	Price Per Tag	Price Per Case
ISO RFID Book Tags (50mm x 50mm) (sold in cases of 6,000 tags)	1-6 cases	\$0.184 each	\$1,104 case
ISO RFID Book Tags (50mm x 50mm) (sold in cases of 6,000 tags)	7+ cases	\$0.154 each	\$924 case
ISO RFID Hub Tags (for CD/DVDs) (sold in cases of 4,000)	1-3 cases	\$0.265 each	\$1,060 case
ISO RFID Hub Tags (for CD/DVDs) (sold in cases of 4,000)	4+ cases	\$0.19 each	\$760 case
ISO RFID Full Disc Media Tag (for CD/DVDs) (sold in cases of 1,000 tags)	1+ cases	\$0.63 each	\$630 case
Custom Printed RFID Tags	Minimum Order	Price Per Tag	Price Per Case
ISO RFID Book Tag – Black & White Logo Printing (sold in cases of 6,000 tags)	6+ cases	\$0.179 each	\$1,074 case

SERIAL 16015-CI

ISO RFID Book Tag — Color Logo Printing (sold in cases of 6,000 tags)	6+ cases	\$0.224 each	\$1,344 case
ISO RFID Book Tag with Programming & Barcode (sold in cases of 6,000 tags)	6+ cases	\$0.248 each	\$1,488 case
ISO RFID Book Tag with Programming & Barcode plus one color (sold in cases of 6,000 tags)	6+ cases	\$0.273 each	\$1,638 case
ISO RFID Book Tag Black & White with Buddy Programmed (sold in cases of 6,000 tags)	6+ cases	\$0.278 each	\$1,668 case
ISO RFID Book Tag Color with Buddy Programmed (sold in cases of 6,000 tags)	6+ cases	\$0.303 each	\$1,818 case
ISO RFID Hub Tags (CD/DVDs) Custom Printed (sold in cases of 4,000 tags)	3+ cases	\$0.256 each	\$1,024 case

Plus shipping and any applicable state or local taxes

Automated Materials Handling System

3M Intelligent Return and Sorter System SL

The 3M™ Intelligent Return and Sorter System SL is designed for libraries interested in automating their check-in and sorting process. Your customers can quickly self return items with "real time check in". Designed specifically for libraries, the system can be interior wall or exterior wall mounted, walk up or drive up. For libraries with limited space, the system can be used for return only or can accommodate up to three bins with a sort matrix configured to best meet your library's needs.



All Intelligent Return and Sorters include, one site visit, installation, 90 day warranty and 12 month service agreement.

Item Description	Net Unit Price
3M Intelligent Return and Sorter System SL including <ul style="list-style-type: none"> ● 1 Intelligent Return Classic, interior wall mounted ● 1 Sorter SL with three sort locations ● 3 Bins 	\$37,773 each
3M Intelligent Return and Sorter System SL including <ul style="list-style-type: none"> ● 1 Intelligent Return Classic, exterior wall mounted ● 1 Sorter SL with three sort locations ● 3 Bins 	\$41,083 each
3M Intelligent Return and Sorter System SL including <ul style="list-style-type: none"> ● 1 Intelligent Return Plus, interior wall mounted ● 1 Sorter SL with three sort locations ● 3 Bins 	\$48,183 each
3M Intelligent Return and Sorter System SL including <ul style="list-style-type: none"> ● 1 Intelligent Return Plus, exterior wall mounted ● 1 Sorter SL with three sort locations ● 3 Bins 	\$54,453 each

Plus shipping and any applicable state or local taxes

3M Intelligent Return and Sorter System FX

The 3M™ Intelligent Return and Sorter System FX is a modular system designed for libraries interested in automating their check in and sorting process. Your customers can quickly self return items with “real time check in”. With this feature, they can be assured items are instantly checked in upon return. This allows them to check out items without exceeding loan limits in the same visit.

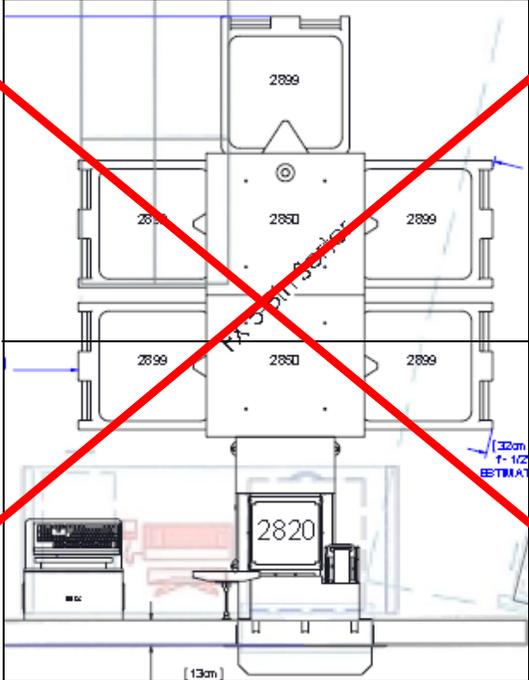


The sweep technology utilized by the sorter for directing items into the bins helps ensure items are sorted properly while reducing damage to items. The 3M Intelligent Return and Sorter System also offers an intuitive user interface which makes it easy for your customers and staff to use, including administrative tasks such as configuring receipts, generating statistics and system diagnostics. The Intelligent Return and Sorter System helps decrease the time it takes for an item to get back to the shelf, helping to increase staff productivity while enhancing customer satisfaction.

The modular design allows libraries to create the layout best suited for their needs and available space. Our system can accommodate up to four return units both interior and/or exterior and from a 3 bin up to a 15 bin sorter.

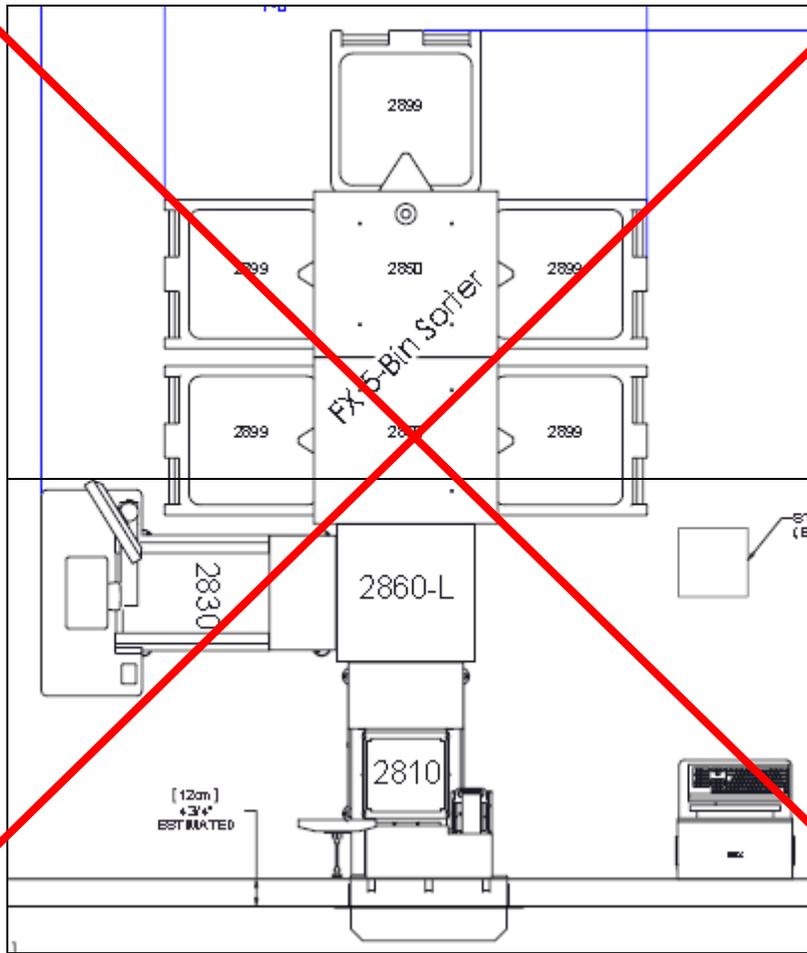
Below are examples of some basic layout for our FX System with pricing. Please work with your area sales consultant to create the configuration that is appropriate for your library's needs, space and budget. Pricing for these custom layouts will conform to contract pricing.

Item Description	Net Unit Price
3M Intelligent Return and Sorter System FX including <ul style="list-style-type: none"> ● 1 Intelligent Return Plus (M2820), interior wall mounted ● 1 Sorter FX with five sort locations ● 5 Bins (M2899) ● 2 Pre installation site visits and consultations ● Installation ● 90 Day Warranty ● 12 Month Service Agreement 	\$87,400 each

Item Description	Net Unit Price
<p>Drawing for above configuration</p> 	

<p>3M Intelligent Return and Sorter System FX including</p> <ul style="list-style-type: none"> ● 1 Intelligent Return Classic (M2810), interior wall mounted ● 1 Staff Return Unit (M2830) ● 1 Sorter FX with five sort locations ● 5 Bins (M2899) ● 1 Individual Conveyor Module (M2860) ● 2 Pre installation site visits and consultations ● Installation ● 90 Day Warranty ● 12 Month Service Agreement 	<p>\$117,887 each</p>
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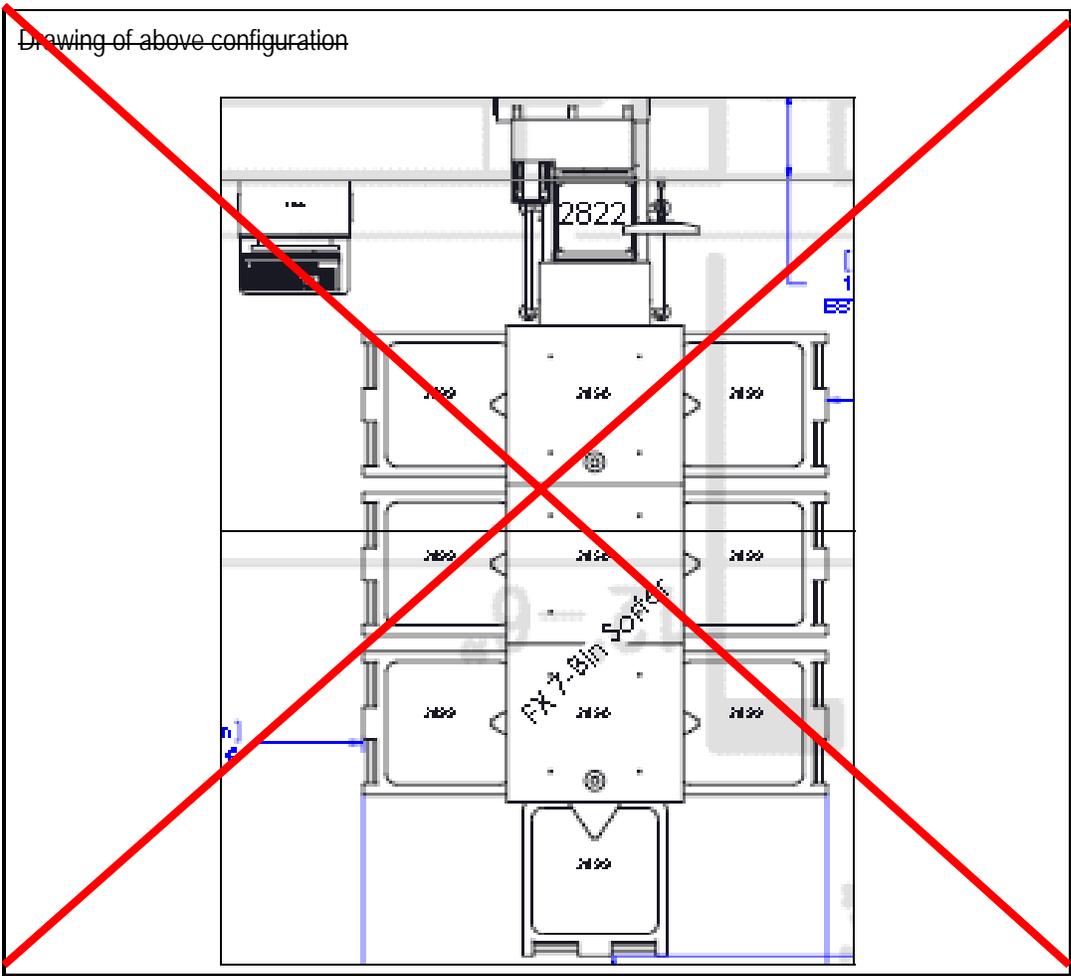
Drawing of above configuration



3M Intelligent Return and Sorter System FX including

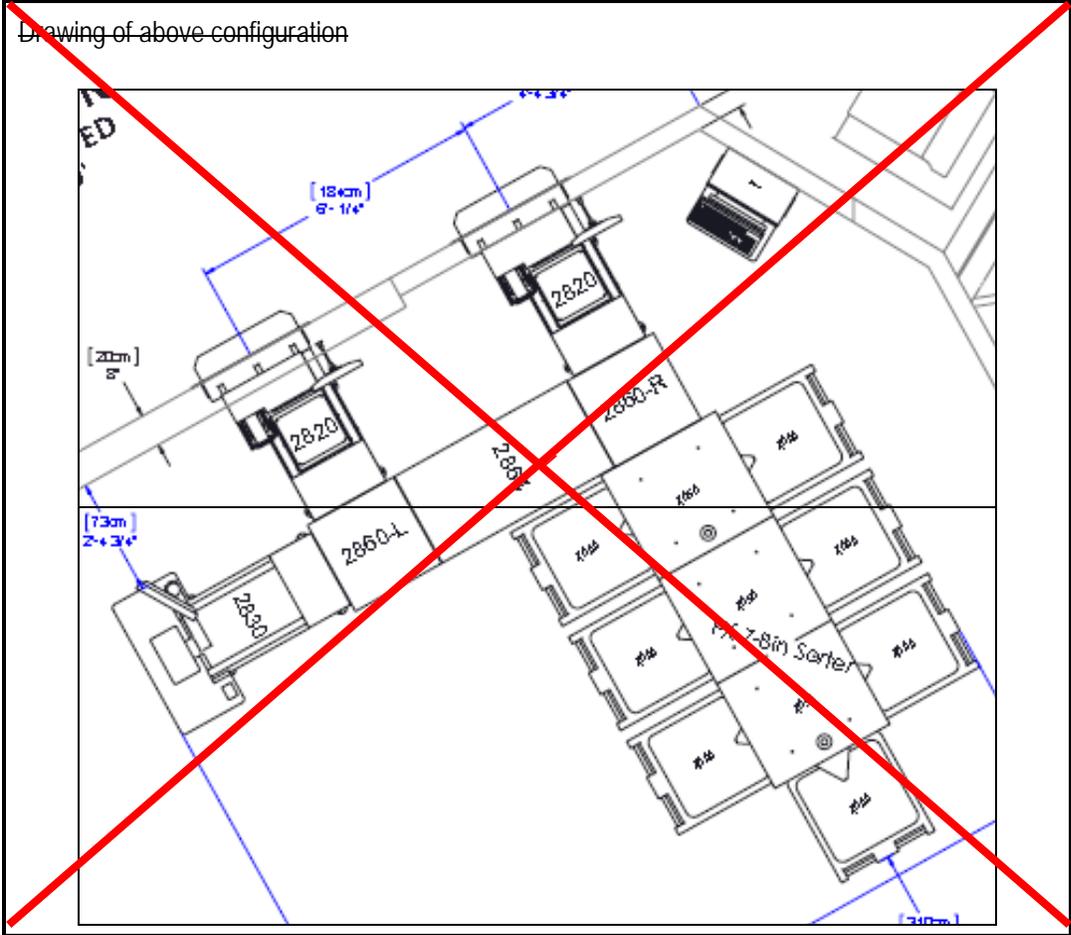
- 1 Intelligent Return Plus (M2822), exterior wall mounted
- 1 Sorter FX with seven sort locations
- 7 Bins (M2899)
- 2 Pre-installation site visits and consultations
- Installation
- 90 Day Warranty
- 12 Month Service Agreement

\$118,136 each



<p>3M Intelligent Return and Sorter System FX including</p> <ul style="list-style-type: none"> ● 2 Intelligent Return Plus (M2820), interior wall mounted ● 1 Staff Return Unit (M2830) ● 1 Sorter FX with seven sort locations ● 7 Bins (M2899) ● 3 Individual Conveyor Modules (M2860 & M2864) ● 2 Pre installation site visits and consultations ● Installation ● 90 Day Warranty ● 12 Month Service Agreement 	<p>\$208,407 each</p>
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Drawing of above configuration



3M Intelligent Return and Sorter System Options	
Barcode Package for Classic or Plus Return	\$1,190 each
Barcode Package for Staff Return	\$1,780 each
EM Security Package	\$5,575 each
Receipt Printer Package for Classic (included with Plus)	\$2,780 each
Hold/Exception Printer Package	\$585 each
Paper for Receipt Printer (6" roll, 4 rolls per case)	\$34 each
Paper for Holds/Exception Printer (3" roll, 8 rolls per case)	\$59 each

Maintenance

12-Month Service Agreement for Items Currently on Contract

Item Description	Estimated Price
3M Model 3801 Detection System (Single Corridor)	\$1,147 each
3M Model 3802 Detection System (Dual Corridor)	\$1,567 each
3M Model 3803 Detection System (Triple Corridor)	\$1,986 each
3M Model 3501 Detection System (Single Corridor)	\$ 911 each
3M Model 3502 Detection System (Dual Corridor)	\$1,297 each
3M Select Series Detection System (Single Corridor)	\$ 899 each
3M Select Series Detection System (Dual Corridor)	\$1,276 each
3M Model 942 Bookcheck Unit	\$243 each
3M Model 943 Bookcheck Unit	\$921 each
3M Mode 946 Staff Workstation	\$1,082 each
3M SelfCheck System BCS Series	\$1,312 each
3M SelfCheck System R Series Classic Kiosk or Tabletop	\$2,177 each
3M SelfCheck System R Series Custom Kiosk	\$2,177 each
3M SelfCheck System R Series Desktop Components	\$1,237 each
3M SelfCheck System R Series Table Top	\$1,590 each
3M SelfCheck System R Series Kiosk	\$1,590 each
3M Integrated Disc Media Unlocker	\$355 each
3M Model 1225 Disc Media Unlocker K Series	\$355 each
3M Model 9101 Detection System (Single Corridor)	\$1,040 each

Item Description	Estimated Price
3M Model 9102 Detection System (Dual Corridor)	\$1,333 each
3M Model 9103 Detection System (Triple Corridor)	\$1,714 each
3M Model 9104 Detection System (Four Corridor)	\$1,990 each
3M Model 802, 803 or 804 Digital Library Assistant	\$920 each
3M Model 812 Conversion Station	\$1,237 each
3M Model 815 Conversion Station Kit	\$355 each
3M Model 895/896 Pad Staff Workstation — Full Service	\$369 each
3M Model 895/896 Pad Staff Workstation — Depot Repair	\$215 each
3M Mobile Staff Station, Model 920 without printer	\$366 each
3M Mobile Staff Station, Model 920 with printer	\$463 each
3M SelfCheck System C Series Book Drop with RFID	\$855 each
3M Intelligent Return and Sorter System SL with one Classic patron return, interior, and SL Sorter	\$4,790 each
3M Intelligent Return and Sorter System SL with one Classic patron return, exterior, and SL Sorter	\$5,050 each
3M Intelligent Return and Sorter System SL with one Plus patron return, interior, and SL Sorter	\$4,790 each
3M Intelligent Return and Sorter System SL with one Plus patron return, exterior, and SL Sorter	\$5,050 each
3M Intelligent Return and Sorter System FX with one Plus patron return, interior, with FX Sorter with five sort locations	\$7,790 each
3M Intelligent Return and Sorter System FX with one Classic patron return, interior, one staff return, FX sorter with five sort locations and an individual conveyor module	\$12,330 each
3M Intelligent Return and Sorter System FX with one Plus patron return, exterior with FX Sorter with seven sort locations	\$9,050 each
3M Intelligent Return and Sorter System FX with two Plus patron returns, interior, one staff return, FX sorter with seven sort locations and three conveyor modules	\$18,620 each

Plus any applicable state or local taxes

Annual Subscriptions

Item Description	Estimated Price
Comprise Smart Payment Terminal	\$499 each
3M Flexible Fines & Fees Annual Subscription	\$359 each
3M Command Center Module for 3M SelfCheck Systems	\$659 each

Item Description	Estimated Price
3M Command Center Module for 3M Detection System Model 9100	\$659 each
3M Command Center Module for 3M Intelligent Return and Sorter System	\$399 each
3M Command Center Enterprise	\$1,599 each

Plus any applicable state or local taxes

EXHIBIT B SCOPE OF SERVICES

3M shall furnish, deliver and install all equipment and software for the system and provide all training, ongoing maintenance and enhancements required for a fully functioning system in accordance with the terms of this agreement. 3M shall render the work in a diligent, careful, thorough and professional manner consistent with good business practice and shall at all times provide the customer with the most sound and reasonable recommendations and advice. Site preparation to be provided by customer prior to installation to include the following: electrical power, data drops, conduit runs, hole drilling and moving of existing fixtures that may be required. At the time of installation, 3M shall provide complete system documentation to support all functions.

The system includes customer self-checkout units, radio frequency identification (RFID) tags, conversion stations – barcode to RFID, staff workstations, handheld shelf management devices, and material detection systems. The purpose of these items is to safeguard the county library materials and to have efficient library materials inventory management district-wide.

The 3M Warranty and Service Agreement covers the following:

HARDWARE: furnish labor and replacement parts necessary to maintain the Equipment specified in this Service Agreement in proper operating condition during the term of this Agreement, provided the Equipment is installed as authorized by 3M and used as directed. This Agreement covers Equipment failure during normal usage. 3M agrees to provide:

- On-site remedial maintenance during On-Site Coverage Hours (8:00AM – 5:00 PM Local Time) when 3M is notified that the Equipment is not in good working order. 3M will provide a toll-free telephone number for Customer to place equipment maintenance service calls twenty-four (24) hours per day, seven (7) days per week.
- All labor, service parts and Equipment modifications 3M deems necessary to maintain the Equipment in good working order as specified when the equipment was originally purchased. All service parts will be furnished on an exchange basis and will be new parts or parts of equal quality. For certain equipment, 3M reserves the right to replace the entire unit with new equipment or equipment of equal quality when 3M determines that replacement is more economical than on-site repair. All equipment and service parts removed for replacement become the property of 3M. 3M products do not require preventative maintenance visits. Copies of all service reports can be provided to MCPL staff upon request.

SOFTWARE: furnish over-the-phone software support and remote troubleshooting of the 3M Software specified in this Agreement, provided that the 3M Software is installed and used as directed by 3M. 3M agrees to provide:

- All software configuration modifications and updates 3M deems necessary to maintain the 3M Software in good working order.
- A toll-free telephone number for Customer to place, and 3M 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 3M Software Support Coverage Hours (7:00 AM – 6:00PM Central Time).

EXHIBIT C

SOFTWARE LICENSE AGREEMENT

3M CONVERSION STATION SOFTWARE LICENSE

USE OF 3M(TM) CONVERSION STATION SOFTWARE IS GOVERNED SOLELY BY THE TERMS OF THIS LICENSE. THE SOFTWARE MAY BE USED BY CUSTOMER AND ITS EMPLOYEES AND AGENTS ONLY FOR CUSTOMER'S BENEFIT AND IN ACCORDANCE WITH THE LICENSE SET FORTH BELOW:

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