

RFID Library Solutions, Inc.

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Dit 13 Pueblo City/County Library District 100 East Abriendo Ave. Pueblo, CO 81004

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| 1/3/2015 | PLD01032015 | |

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| 2015 Service Agree Net 3 | | 30 | 0 1/3/2015 Hand Delivered | | | | | |
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| | 1 AMH Service | Agreement | library. consultin contract - See sig - (2) Pre - Softwa | Provides the labor, m ng services to keep A | its included les provided | e & | 23,220.00 | 23,220.00 |
| 1 | AMH Service / | Agreement | library. F consultin contract - See sig - (2) Pre - Softwa | Provides the labor, m og services to keep Al | ts included es provided | Hat j ≥& | .6,830.00 | 16,830.00 |
| 1 | AMH Service A | MH Service Agreement Lamb maintenance and repair contract for AMH at library. Provides the labor, material handling expertise & consulting services to keep AMH system operating at contract terms. - See signed Agreement for details - (2) Preventative service visits included - Software support & upgrades provided - Term: Jan. 1, 2015 - Dec. 31, 2015 | | ulting | 9,360.00 | 9,360.00 | | |
| 1 | AMH Service A | greement | library. Pr consulting contract to - See sigr - (2) Prev - Softwar | rovides the labor, ma services to keep AN | s included s provided | & | 9,360.00 | 9,360.00 |
| hank you | ı for your busine | 255. | | | | Total | I | \$58,770.00 |

ATTACHMENT G



212 3rd Ave N. Ste 415 Minneapolis, MN 55401 (952) 400-1260

AMH Service & Maintenance Agreement

This AMH Service & Maintenance Agreement (SMA) is a legal document between the <u>Pueblo City-County</u> <u>Library District</u> (the Customer) and <u>RFID Library Solutions, Inc</u>. (the Vendor), which governs the terms and conditions under which Vendor will perform Automated Material Handling (AMH) system maintenance and repair during a malfunction on any installed system.

This agreement is prepared for the AMH systems located at following PCCLD libraries: Rawlings, Pueblo West, Lamb and Barkman. The Vendor agrees to provide an all inclusive maintenance and support program for an initial term of five (5) years following a one year warranty period for each machine. The start date of the warranty and SMA shall be designated as the day the first AMH system passes the thirty day trial and is handed off to Customer's staff for daily operation. The total fee for the 5-yr all inclusive AMH Service & Maintenance Agreement to be paid to the Vendor shall not exceed <u>\$293,850.00</u>. This SMA may be extended following this five year period by written mutual agreement by the Library and the Vendor. This SMA may be modified in writing by the Vendor and Customer to include service and maintenance for AMH systems to be installed at the Customer's additional Library branches, for prices that are the same or lower as those included in this Agreement and this SMA included as Attachment G.

The Customer agrees to provide on-site access to the system when required and remote internet monitoring as needed to return it to acceptable operation. The annual service fee is payable in full at the beginning of each anniversary period. The price of this Service & Maintenance Agreement is \$58,770.00 per year, will be charged as a fixed price for the services and is summarized below.

RAWLINGS LIBRARY

| ٠ | 11-zone sorter, transport conveyors, contro CPU, RFID readers & all other hardware | l panels, | \$20,000.00 |
|---|---|-----------|--------------|
| • | Bin Induction Module, all hardware & induc | tion bins | \$2,500.00 |
| • | Tote Induction Module & all hardware | | \$2,500.00 |
| ۰ | (8) sort bins & (3) tote carts | | \$800.00 |
| | | SUBTOTAL | \$25,800.00 |
| | | DISCOUNT | (\$2,580.00) |
| | | TOTAL | \$23,220.00 |

PUEBLO WEST LIBRARY

| • | 7-zone sorter, transport conveyors, control p CPU, RFID readers & all other hardware | anels, | \$15,000.00 |
|--------|--|------------------------------------|--------------|
| • • | Bin Induction Module, all hardware & inducti RFID enabled Check-in Chute (7) sort bins | \$2,500.00 \$500.00 \$700.00 | |
| | | SUBTOTAL | \$18,700.00 |
| | | DISCOUNT | (\$1,870.00) |
| | | TOTAL | \$16,830.00 |

BARKMAN LIBRARY 4-zone sorter, transport conveyors, control panels, \$10,000.00 CPU, RFID reader & all other hardware (4) sort bins \$400.00 SUBTOTAL \$10,400.00 DISCOUNT (\$1,040.00) TOTAL \$9,360.00 LAMB LIBRARY 4-zone sorter, transport conveyors, control panels, \$10,000.00 CPU, RFID reader & all other hardware

| (5) sort bins | | \$400.00 |
|---------------|----------|--------------|
| | SUBTOTAL | \$10,400.00 |
| | DISCOUNT | (\$1,040.00) |
| | TOTAL | \$9,360.00 |
| | | |

The service on the AMH systems is straightforward; it includes all labor and expenses necessary to return the system to its normal functioning state. Maintenance will include the following: replacement or repair cost of faulty and/or damaged parts, technician labor, all associated expenses and consumable supplies (e.g. motor brushes, bin springs, fuses, etc). Support will include such services as technical assistance with alarm notifications, interface settings adjustments and software upgrades. This agreement also provides for quarterly Preventative Maintenance (PM) visits to be scheduled in advance with the Customer.

Included in the four (4) Preventative Maintenance visits are the following planned tasks. Foremost, the onsite visit will be conducted by a certified RFID LS Technician familiar with the Rawlings AMH system. The trained technician will thoroughly inspect the entire system and keep a log. Each visit record is to indicate the system's condition, repairs made as well as any areas of concern. Prior to leaving, the technician will review observations and work completed with staff. After the service report is approved, the Customer will receive a copy for examination and follow-up discussion. All Preventative Maintenance visits will be coordinated and scheduled at the Customer's convenience. After hour access may be required to minimize system down time. Vendor will be available by calling our toll free number, **(877) 924-7434** and selecting 'Support', **Option 1.** Support will include a service level agreement (SLA) guaranteeing a response time of two (2) hours or less; Twenty Four hours-a-day, Seven days-a-week, Three Hundred Sixty Five days-a-year through our toll-free telephone number, e-mail alert or direct cellular phone contact with the technician responsible for the system. On-site response time will be guaranteed within 24 hours of the time the Customer and Vendor determine an on-site presence required. In such instances, the vendor will have arranged for a certified local service technician to be on-call and available. All service and support should be coordinated directly through the vendor by calling the toll free number first, the responsible technicians mobile phone next, and then sending a follow-up e-mail detailing the issue.

Whether support is initiated by the Customer on the first call or the vendors return call, the Vendor technician will direct staff through the discovery period. A simple Q & A session should produce the problem area. To facilitate, it is always helpful if staff can provide a list of what lead up to the service call, supply any pictures and/or describe in detail current observations. If necessary, remote access can be arranged with the technician to achieve a more in-depth investigation. Because a system restart might be needed or mandatory, staff access or presence may be required. Once beyond remote access resolution, Vendor will make arrangements for the local technician to arrive on-site. The Vendor will synchronize arrival with the Customer's staff as well as outline a resolution timeline. As a final element of this Service & Maintenance Agreement, Vendor will maintain a spare parts package to minimize system downtime. It will include essential hardware, atypical equipment and parts that wear more easily.

The maintenance fee does not include, and Vendor is not obligated to repair damage/failure caused by:

HARDWARE:

- (i) Failure of Customer to provide, during the entire term of Agreement and while the Equipment is in use, a proper operating environment and supply of power as prescribed by Vendor
- (ii) Accident
- (iii) Acts of God, including but not limited to fire, flood, water, wind and lightning
- (iv) Neglect, abuse or misuse of the Equipment
- (v) Failure of Customer to follow Vendor's published operating instructions
- (vi) Modification, service or repair of the Equipment by other than Vendor's authorized personnel;
- (vii) Use of Equipment for purposes other than the purpose for which it was designed
- (viii) Removal/ relocation of the Equipment
- (ix) Electrical work external to the Equipment
- (x) Restoration of the Equipment performance when it has been degraded by placement of unauthorized interference sources within the affected range of said Equipment

SOFTWARE:

- (i) Modification or repair of the Vendor's Software by other than Vendor's authorized personnel;
- (ii) Use of the Vendor's Software for purposes other than the purpose for which it was designed
 (iii) Virus / hacker activity

Non-Vendor's Software related updates and upgrades including, but not limited to, Operating System, Anti-Virus, Intrusion Detection software updates and upgrades.