

PROFESSIONAL SERVICES AGREEMENT
[Bibliotheca Library Hardware and Software Services]

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made at Orange, California, on this ____ day of _____, 2024 (the “Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and BIBLIOTHECA, LLC, a Delaware limited liability company (“Contractor”), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the reasonable satisfaction of City the services set forth in Exhibit “A,” which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City’s business and City relies on Contractor’s representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity providing such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Lara Paglinawan, Technology and Support Services Manager (“City’s Project Manager”), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor’s performance hereunder shall be under the supervision of City’s Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with City’s Project Manager to the extent required by City’s Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City’s Project Manager and the City Manager.

2. Compensation and Fees.

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed TWO HUNDRED NINETEEN THOUSAND NINE HUNDRED THIRTY-EIGHT DOLLARS and 31/100 (\$219,938.31) without the prior written authorization of City.

b. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

3. Payment.

a. City will pay Contractor the amount invoiced within thirty (30) days after the approval of the invoice for services rendered the preceding month.

b. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. **Change Orders.** No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

5. **Licenses.** Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons.** Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting.** No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this

Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. Time of Completion. Except as otherwise specified in Exhibit "A," Contractor shall commence the work provided for in this Agreement within five (5) days of the Effective Date of this Agreement and diligently prosecute completion of the work in accordance with the time period set forth in Exhibit "A" hereto or as otherwise agreed to by and between the representatives of the parties.

11. Time Is of the Essence. Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. Reserved.

13. Delays and Extensions of Time. Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. Products of Contractor. The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration

for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. Conflicts of Interest. Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code.

17. Indemnity.

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the "Indemnitees") entirely harmless from all liability arising out of:

(1) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees' status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City's property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. Reserved.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. Insurance.

a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) Two Million Dollars (\$2,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars (\$1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth herein shall be maintained for the duration of the Agreement.

f. Reserved.

g. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

h. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

i. Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

j. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

k. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

l. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Termination. City may for any reason terminate this Agreement by giving Contractor not less than thirty (30) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall

maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

21. Compliance with all Laws/Immigration Laws.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. If the work provided for in this Agreement constitutes a "public works," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.c.

e. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

f. Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.e.

g. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

h. Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

“CITY”

Bibliotheca, LLC
403 Hayward Avenue North
Oakdale, MN 55128
Attn.: Mary K Zilles

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn.: Lara Paglinawan

Telephone: 1-678-336-7980 X 310
E-Mail: m.zilles@bibliotheca.com

Telephone: 714-288-2572
E-Mail: lpaglinawan@cityoforange.org

25. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

“CITY”

BIBLIOTHECA, LLC, a Delaware limited liability company

CITY OF ORANGE, a municipal corporation

*By: _____
Printed Name: _____
Title: _____

By: _____
Daniel R. Slater, Mayor

*By: _____
Printed Name: _____
Title: _____

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Mike Vigliotta, City Attorney

***NOTE:**
-- City requires the following signature(s) on behalf of the Contractor:
-- (1) the Chairman of the Board, the President or a Vice-President, **AND** (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. **OR**
-- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to City.

√NA

EXHIBIT “A”

SCOPE OF SERVICES

[Beneath this sheet.]



Service & Maintenance/Extended Warranty Quote

Bill To
 Lara Paglinawan
 City of Orange
 407 E. Chapman Ave
 Orange CA 92866
 United States

Ship To
 Lara Paglinawan
 City of Orange
 407 E. Chapman Ave
 Orange CA 92866
 United States

Quote QUO-US16595 **Date** 03/21/2024

Customer: C0000196-US **Payment Terms:** Net 30 Days

Quote Expiration: 06/19/2024 **Contract Number:** 20983

Term: 05/01/2024 - 04/30/2025

Item	Quantity	Net Price	Net Extended
selfCheck 1000D Desktop Kiosk 0103695 Orange Public Library (CA) May 01, 2024 - April 30, 2025	1	1,416.96	1,416.96
RFID Workstation Shielded (USB) 6976663 El Modena Branch Library May 01, 2024 - April 30, 2025	1	117.00	117.00
RFID Workstation Shielded (USB) bib018013 Orange Public Library (CA) May 01, 2024 - April 30, 2025	1	117.00	117.00
RFID Workstation Shielded (USB) bib018014 Orange Public Library (CA) May 01, 2024 - April 30, 2025	1	117.00	117.00
RFID Workstation Shielded (USB) bib018016 Orange Public Library (CA) May 01, 2024 - April 30, 2025	1	117.00	117.00
RFID Workstation Shielded (USB) bib018017 Orange Public Library (CA) May 01, 2024 - April 30, 2025	1	117.00	117.00
RFID Workstation Shielded (USB) bib018015 Orange Public Library (CA) May 01, 2024 - April 30, 2025	1	117.00	117.00



Item	Quantity	Net Price	Net Extended
RFID Workstation Shielded (USB) bib018018 Orange Public Library (CA) May 01, 2024 - April 30, 2025	1	117.00	117.00
RFID Workstation Shielded (USB) bib018019 Orange Public Library (CA) May 01, 2024 - April 30, 2025	1	117.00	117.00
RFID gate 400 (triple aisle) bib018009 Orange Public Library (CA) May 01, 2024 - April 30, 2025	1	975.00	975.00
RFID gate 400 (triple aisle) bib018011 Orange Public Library (CA) May 01, 2024 - April 30, 2025	1	975.00	975.00
RFID workstation shielded NA 7889619 Orange Public Library (CA) May 01, 2024 - April 30, 2025	1	117.00	117.00
RFID workstation shielded NA 7889626 Orange Public Library (CA) May 01, 2024 - April 30, 2025	1	117.00	117.00
cloudLibrary assist assist Orange Public Library (CA) May 01, 2024 - April 30, 2025	1	0.00	0.00
RFID gate premium Direct mount, 1 aisle 6505723 Taft Branch Library May 01, 2024 - April 30, 2025	1	856.79	856.79
RFID gate premium Direct mount, 1 aisle 6505730 El Modena Branch Library May 01, 2024 - April 30, 2025	1	856.79	856.79
Comprise Annual Subscription 234190400053 Taft Branch Library May 01, 2024 - April 30, 2025	1	652.75	652.75
Comprise Annual Subscription 234190400054 El Modena Branch Library May 01, 2024 - April 30, 2025	1	652.75	652.75
RFID workstation shielded NA 7018717 Taft Branch Library May 01, 2024 - April 30, 2025	1	117.00	117.00



Item	Quantity	Net Price	Net Extended
RFID workstation shielded NA 7018716 Taft Branch Library May 01, 2024 - April 30, 2025	1	117.00	117.00
RFID workstation shielded NA 7074908 El Modena Branch Library May 01, 2024 - April 30, 2025	1	117.00	117.00
RFID workstation shielded NA 7074906 El Modena Branch Library May 01, 2024 - April 30, 2025	1	117.00	117.00
staffConnect™ gate Individual License (Year 1) License Taft Branch Library May 01, 2024 - April 30, 2025	1	93.36	93.36
staffConnect™ gate Individual License (Year 1) License El Modena Branch Library May 01, 2024 - April 30, 2025	1	93.36	93.36
selfCheck 1000 freestanding kiosk (white) 0123983 Taft Branch Library May 01, 2024 - April 30, 2025	1	1,535.13	1,535.13
selfCheck 1000 freestanding kiosk (white) 0123982 El Modena Branch Library May 01, 2024 - April 30, 2025	1	1,535.13	1,535.13
libraryConnect devices, 1 year subscription, 16-25 devices License Orange Public Library (CA) May 01, 2024 - April 30, 2025	1	1,286.97	1,286.97
selfCheck 1000D Desktop Kiosk 0103946 Orange Public Library (CA) May 01, 2024 - April 30, 2025	1	1,416.96	1,416.96
selfCheck 1000D Desktop Kiosk 0103957 Orange Public Library (CA) May 01, 2024 - April 30, 2025	1	1,416.96	1,416.96
selfCheck 1000 freestanding kiosk 0083514 Orange Public Library (CA) May 01, 2024 - April 30, 2025	1	1,535.13	1,535.13
selfCheck 1000D Desktop Kiosk 0103959 Orange Public Library (CA) May 01, 2024 - April 30, 2025	1	1,416.96	1,416.96



Item	Quantity	Net Price	Net Extended
Comprise Annual Subscription 234170300064 Orange Public Library (CA) May 01, 2024 - April 30, 2025	1	652.75	652.75
Comprise Annual Subscription 234170300065 Orange Public Library (CA) May 01, 2024 - April 30, 2025	1	652.75	652.75
Comprise Annual Subscription 234170300066 Orange Public Library (CA) May 01, 2024 - April 30, 2025	1	652.75	652.75
Comprise Annual Subscription 234170300067 Orange Public Library (CA) May 01, 2024 - April 30, 2025	1	652.75	652.75
Comprise Annual Subscription 234170300068 Orange Public Library (CA) May 01, 2024 - April 30, 2025	1	652.75	652.75
RFID Workstation Shielded 6249574 Orange Public Library (CA) May 01, 2024 - April 30, 2025	1	117.00	117.00
RFID Workstation Shielded 6249573 Orange Public Library (CA) May 01, 2024 - April 30, 2025	1	117.00	117.00
FLX AMH System FLX-US-00057-000 Orange Public Library (CA) May 01, 2024 - April 30, 2025	1	18,958.11	18,958.11
Subtotal:			40,809.86
Tax Total:			0.00
Total:			40,809.86
Currency:			US Dollar



Terms and Conditions

WHAT WE WILL DO:

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

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

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

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

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

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

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

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

Accepted By: _____

Accepted Date: _____

Customer Purchase Order Number: _____

March 19, 2024

Lara Paglinawan
Orange Public Library & History Center
407 E Chapman Ave.
Orange, CA 92866

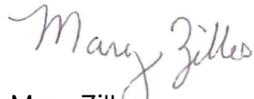
Dear Lara,

I apologize for the slow response to your request. We look forward to the continued partnership with the Orange Public Library. Please see the attached page that includes 5 years of pricing paid annually, for support of your bibliotheca equipment. Note if you choose to pay for 5 years upfront, we can provide Orange you an additional discount. The price for 5 years upfront would be \$193,846.84. Please see attached document for pricing annual pricing.

Please confirm which option you would like to go with.

We appreciate the Orange Public Library's business and look forward to our ongoing business relationship.

Yours sincerely,



Mary Zilles
VP of Business Development and Sales Administration
m.zilles@bibliotheca.com

Customer	Equipment	Serial Number	5/1/24 - 4/30/25	5/1/25 - 4/30/26	5/1/26 - 4/30/27	5/1/27 - 4/30/28	5/1/28 - 4/30/29
El Modena Branch Library	staffConnect Gate	License	\$93.36	\$81.37	\$83.81	\$86.33	\$88.92
Taft Branch Library	staffConnect Gate	License	\$93.36	\$81.37	\$83.81	\$86.33	\$88.92
Orange Public Library (CA) - Main	RFID Workstation Shielded	6249573	\$117.00	\$122.85	\$128.99	\$135.44	\$142.21
Orange Public Library (CA) - Main	RFID Workstation Shielded	6249574	\$117.00	\$122.85	\$128.99	\$135.44	\$142.21
El Modena Branch Library	RFID Workstation Shielded (USB)	6976663	\$117.00	\$122.85	\$128.99	\$135.44	\$142.21
Taft Branch Library	RFID workstation shielded NA	7018716	\$117.00	\$122.85	\$128.99	\$135.44	\$142.21
Taft Branch Library	RFID workstation shielded NA	7018717	\$117.00	\$122.85	\$128.99	\$135.44	\$142.21
El Modena Branch Library	RFID workstation shielded NA	7074906	\$117.00	\$122.85	\$128.99	\$135.44	\$142.21
El Modena Branch Library	RFID workstation shielded NA	7074908	\$117.00	\$122.85	\$128.99	\$135.44	\$142.21
Orange Public Library (CA) - Main	RFID Workstation Shielded (USB)	bib018013	\$117.00	\$122.85	\$128.99	\$135.44	\$142.21
Orange Public Library (CA) - Main	RFID Workstation Shielded (USB)	bib018014	\$117.00	\$122.85	\$128.99	\$135.44	\$142.21
Orange Public Library (CA) - Main	RFID Workstation Shielded (USB)	bib018015	\$117.00	\$122.85	\$128.99	\$135.44	\$142.21
Orange Public Library (CA) - Main	RFID Workstation Shielded (USB)	bib018016	\$117.00	\$122.85	\$128.99	\$135.44	\$142.21
Orange Public Library (CA) - Main	RFID Workstation Shielded (USB)	bib018017	\$117.00	\$122.85	\$128.99	\$135.44	\$142.21
Orange Public Library (CA) - Main	RFID Workstation Shielded (USB)	bib018018	\$117.00	\$122.85	\$128.99	\$135.44	\$142.21
Orange Public Library (CA) - Main	RFID Workstation Shielded (USB)	bib018019	\$117.00	\$122.85	\$128.99	\$135.44	\$142.21
Orange Public Library (CA) - Main	RFID workstation shielded NA	7889619	\$117.00	\$122.85	\$128.99	\$135.44	\$142.21
Orange Public Library (CA) - Main	RFID workstation shielded NA	7889626	\$117.00	\$122.85	\$128.99	\$135.44	\$142.21
Orange Public Library (CA) - Main	cloudLibrary Assist	assist	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
El Modena Branch Library	Comprise Smart Terminal	234170300054	\$652.75	\$685.39	\$719.66	\$755.64	\$793.42
Orange Public Library (CA) - Main	Comprise Smart Terminal	234170300064	\$652.75	\$685.39	\$719.66	\$755.64	\$793.42
Orange Public Library (CA) - Main	Comprise Smart Terminal	234170300065	\$652.75	\$685.39	\$719.66	\$755.64	\$793.42
Orange Public Library (CA) - Main	Comprise Smart Terminal	234170300066	\$652.75	\$685.39	\$719.66	\$755.64	\$793.42

Orange Public Library (CA) - Main	Comprise Smart Terminal	234170300067	\$652.75	\$685.39	\$719.66	\$755.64	\$793.42
Orange Public Library (CA) - Main	Comprise Smart Terminal	234170300068	\$652.75	\$685.39	\$719.66	\$755.64	\$793.42
Taft Branch Library	Comprise Smart Terminal	234190400053	\$652.75	\$685.39	\$719.66	\$755.64	\$793.42
Taft Branch Library	RFID gate premium Direct mount, 1 aisle	6505723	\$856.79	\$899.63	\$944.61	\$991.84	\$1,041.43
El Modena Branch Library	RFID gate premium Direct mount, 1 aisle	6505730	\$856.79	\$899.63	\$944.61	\$991.84	\$1,041.43
Orange Public Library (CA) - Main	RFID gate™ 400 Triple Aisle	bib018009	\$975.00	\$1,023.75	\$1,074.94	\$1,128.68	\$1,185.12
Orange Public Library (CA) - Main	RFID gate™ 400 Triple Aisle	bib018011	\$975.00	\$1,023.75	\$1,074.94	\$1,128.68	\$1,185.12
Orange Public Library (CA) - Main	libraryConnect devices, 1 year subscription, 16-25 devices	License	\$1,286.97	\$101.97	\$105.03	\$108.18	\$111.43
Orange Public Library (CA) - Main	selfCheck 1000D Desktop Kiosk	0103695	\$1,416.96	\$1,487.81	\$1,562.20	\$1,640.31	\$1,722.32
Orange Public Library (CA) - Main	selfCheck 1000D Desktop Kiosk	0103946	\$1,416.96	\$1,487.81	\$1,562.20	\$1,640.31	\$1,722.32
Orange Public Library (CA) - Main	selfCheck 1000D Desktop Kiosk	0103957	\$1,416.96	\$1,487.81	\$1,562.20	\$1,640.31	\$1,722.32
Orange Public Library (CA) - Main	selfCheck 1000D Desktop Kiosk	0103959	\$1,416.96	\$1,487.81	\$1,562.20	\$1,640.31	\$1,722.32
Orange Public Library (CA) - Main	selfCheck 1000 Freestanding Kiosk	0083514	\$1,535.13	\$1,611.89	\$1,692.48	\$1,777.10	\$1,865.96
El Modena Branch Library	selfCheck 1000 Freestanding Kiosk	0123982	\$1,535.13	\$1,611.89	\$1,692.48	\$1,777.10	\$1,865.96
Taft Branch Library	selfCheck 1000 Freestanding Kiosk	0123983	\$1,535.13	\$1,611.89	\$1,692.48	\$1,777.10	\$1,865.96
Orange Public Library (CA) - Main	Flex AMH System	FLX-US-00057- 000	\$18,958.11	\$19,906.02	\$20,901.32	\$21,946.38	\$23,043.70
	Total	Total	\$40,809.86	\$41,567.69	\$43,640.78	\$45,817.36	\$48,102.62