



## EXECUTIVE SUMMARY

**Recommendation that the Broward College District Board of Trustees authorize the non-standard agreement for services with Bibliotheca LLC for 3M security gate service and maintenance.**

**Estimated Contract Spend Amount: \$4,216.00, Estimated Cumulative Amount: \$0.00, Estimated Contract Revenue: \$0.00 Funding Source: FD100 Unrestricted Operating Fund**

**Presenter(s): Priscilla Suarez, Vice Provost of Academic Affairs**

**1. Describe the purpose of this purchase of goods, services, information technology, construction, or use of space.** The purpose of this item is to request authorization of the contract with Bibliotheca LLC. Bibliotheca provides support and maintenance of the University College Library (UCL) security gates. This maintenance is needed to ensure optimal performance and durability of the gates utilized daily by library patrons.

**2. Describe the competitive solicitation method used or, if none, the exemption relied on for bid waiver.** Small purchase for Category One (\$0.00-\$10,000) per College Procedure A6Hx2-6.34 was used, where there are no formal or informal competitive requirements for goods and services acquired by the College at this dollar threshold. One quote was obtained by the requesting department to identify the best value for the required commodity or service.

**3. Describe business rationale for the purchase and how it was procured.**

**(A) What is the benefit of the purchase. If there is an ROI, describe the ROI and how calculated.** This product assists with the security of the collection and all other valuable library materials loss prevention.

**(B) How does the purchase support the Strategic Business Plan.** Broward College Library Services provides resources and services that foster student success by facilitating student access to unique resources and local institutional archives to complete related assignments and research. This supports student retention and completion.

**(C) If applicable, what is the rationale for the use of piggybacks, existing contract extensions, bid waivers in lieu of the College conducting a competitive solicitation.** Not applicable.

**(D) If a competitive solicitation process was conducted by the College, describe the process.** Not applicable.

**This Executive Summary is approved by:**

**Priscilla Suarez  
Vice Provost of Academic Affairs**



# Service & Maintenance/Extended Warranty Quote

**Bill To**  
 Broward College  
 Accounts Payable  
 6400 NW 6 Way , 3rd Floor  
 Fort Lauderdale FL 33309  
 United States

**Ship To**  
 Broward College  
 Accounts Payable  
 6400 NW 6 Way , 3rd Floor  
 Fort Lauderdale FL 33309  
 United States

Quote                      QUO-US16016                      Date                      02/28/2024

Customer:                      C0002276-US                      Payment Terms:                      Net 30 Days  
 Quote Expiration:                      07/26/2024                      Contract Number:                      22449

Term:                      07/06/2024 - 07/05/2025

Item	Quantity	Net Price	Net Extended
<b>3912BP</b> 39200559 Broward College July 06, 2024 - July 05, 2025	1	1,836.00	1,836.00
<b>3912BP</b> 39200558 Broward College July 06, 2024 - July 05, 2025	1	1,836.00	1,836.00
<b>942</b> 94009206 Broward College July 06, 2024 - July 05, 2025	1	272.00	272.00
<b>942</b> 94007815 Broward College July 06, 2024 - July 05, 2025	1	272.00	272.00
Subtotal:			4,216.00
Tax Total:			0.00
Total:			4,216.00
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](mailto:service-renewals-us@bibliotheca.com).**

Accepted By: \_\_\_\_\_

Accepted Date: \_\_\_\_\_

Customer Purchase Order Number: \_\_\_\_\_