

EXHIBIT
"B"

**CITY OF ROUND ROCK
AGREEMENT FOR
AN AUTOMATED MATERIAL HANDLING SYSTEM
WITH
TECH LOGIC CORPORATION**

THE STATE OF TEXAS	§	
	§	
CITY OF ROUND ROCK	§	KNOW ALL BY THESE PRESENTS:
	§	
COUNTY OF WILLIAMSON	§	
COUNTY OF TRAVIS	§	

THAT THIS Agreement for the purchase of an automated material handling system for the City of Round Rock’s library (referred to herein as the “Agreement”), is made and entered into on this the _____ day of the month of _____, 2021, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664 (referred to herein as the “City”) and TECH LOGIC CORPORATION, 835 Hale Avenue N, Oakdale, Minnesota 55128 (referred to herein as the “Services Provider”).

RECITALS:

WHEREAS, City desires to purchase an automated material handling system for the library; and

WHEREAS, Section 252.022(4) of the Texas Local Government states that expenditures for items available from only one source are exempt from competitive bidding requirements; and

WHEREAS, Services Provider is the sole source provider of the hardware and software required to operate the system; and

WHEREAS, the City desires to procure said goods and services from the Services Provider; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Services Provider whereby City is obligated to buy specified services and Services Provider is obligated to pay for said services.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and services** mean the specified services, supplies, materials, commodities, or equipment.

2.01 EFFECTIVE DATE AND TERM

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated or extended as provided herein.

B. The term of this Agreement shall be for thirty-six (36) months from the effective date hereof.

C. City reserves the right to review the relationship with Services Provider at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The goods and services which are the subject of this Agreement are described in Exhibit "A," attached hereto and incorporated herein by reference for all purposes. Exhibit "A," together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full. In the event of a conflict, pages one (1) through nine (9) shall be given preference.

4.01 SCOPE OF WORK

Services Provider shall satisfactorily provide all goods and services described under the attached Exhibit "A." Services Provider's undertakings shall be limited to performing services for

the City and/or advising City concerning those matters on which Services Provider has been specifically engaged. Services Provider shall provide its goods and perform its services in accordance with this Agreement, in accordance with the appended exhibit, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 CONTRACT AMOUNT

In consideration for the goods and related services set forth in the attached Exhibit "A," City agrees to pay Services Provider an amount not-to-exceed **Two Hundred Thirty-Five Thousand One Hundred Twenty-Five and 20/100 Dollars (\$235,125.20)** for the term of the Agreement. Said payments shall be made as set forth in the "*AMH Payment Terms and Support*" section of the attached Exhibit "A."

6.01 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Services Provider;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- D. Delivery or performance dates.

7.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may affect such termination by giving Services Provider a written notice of termination at the end of its then current fiscal year. Any early termination due to non-appropriation of funds shall not obligate Services Provider to refund any prepaid fees.

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Services Provider will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Services Provider may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made

by City in the event:

- A. There is a bona fide dispute between City and Services Provider, a contractor, subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Services Provider and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

9.01 GRATUITIES AND BRIBES

City may, by written notice to Services Provider, cancel this Agreement without liability to Services Provider if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Services Provider or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Services Provider may be subject to penalties stated in Title 8 of the Texas Penal Code.

10.01 TAXES

City represents it is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Services Provider's charges.

11.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

If Services Provider cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers

12.01 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Geeta Halley
Assistant Library Director
216 East Main Street
Round Rock, Texas 78664
(512) 218-7016

13.01 INSURANCE

Services Provider shall meet all City of Round Rock Insurance Requirements as set forth at: http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf.

14.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

15.01 DEFAULT

If Services Provider abandons or defaults under this Agreement and is a cause of City purchasing the specified services elsewhere, Services Provider agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the services and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Services Provider shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

16.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Services Provider.

B. In the event of any default by Services Provider, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Services Provider.

C. Services Provider has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Services Provider, Services Provider shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Services Provider shall submit a statement showing in detail the services satisfactorily performed under this Agreement to the date of termination. City shall then pay Services Provider that portion of the charges, if undisputed. The parties agree that Services Provider is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

17.01 INDEMNIFICATION

Services Provider shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Services Provider, or Services Provider's agents, employees or subcontractors, in the performance of Services Provider's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Services Provider (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Services Provider, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not boycott Israel and will not boycott Israel at any term of this Agreement.

19.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

20.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement; or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Services Provider:

Tech Logic Corporation
835 Hale Avenue N,
Oakdale, Minnesota 55128

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO: Stephen L. Sheets, City Attorney
309 East Main Street
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Services Provider.

21.01 APPLICABLE LAW, ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

22.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Services Provider and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

23.01 DISPUTE RESOLUTION

City and Services Provider hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration

Act (9 USC Section 1-14) or any applicable state arbitration statute.

24.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

25.01 MISCELLANEOUS PROVISIONS

Standard of Care. Services Provider represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Services Provider understands and agrees that time is of the essence and that any failure of Services Provider to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Services Provider shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Services Provider's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Services Provider shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

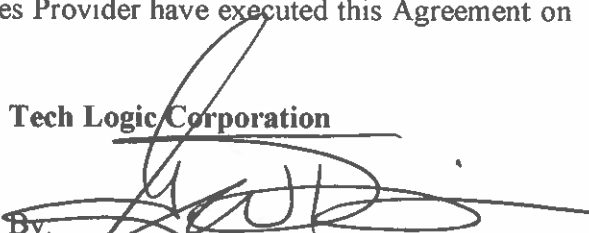
[Signatures on the following page.]

IN WITNESS WHEREOF, City and Services Provider have executed this Agreement on the dates indicated.

City of Round Rock, Texas

Tech Logic Corporation

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

By: 
Printed Name: GARY N KIRK
Title: PRESIDENT
Date Signed: AUGUST 16, 2021

Attest:

By: _____
Sara White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Exhibit "A"



835 Hale Avenue North
Oakdale, Minnesota 55128
(800) 494-9330
www.tech-logic.com

Round Rock Public Library

totalAMH System

Quote Submitted:
6/22/2021

Quote Valid Until:
120 days from quote date



Tech Logic is pleased to submit this proposal to the **Round Rock Public Library** for our totalAMH System. We appreciate the opportunity to be considered for this project and believe that Tech Logic will provide the very best solution available.

Why Choose a Tech Logic AMH Solution?

Tech Logic has been in the automated material handling (AMH) business for over 22 years. We invented and developed the concept of automated material handling in libraries and have more automated material handling systems installed than any of our competitors. We design, develop, manufacture, install and service every AMH product and solution we sell. Our products are designed to be modular, flexible and turnkey because we understand that every library has different needs.

Most library AMH systems were originally designed for use in warehouse settings or use generic components cobbled together to “work” for libraries. In these scenarios, the systems and components were built to handle uniform shapes, rather than the varied shapes and sizes of library materials. Many of these systems are converted to “accommodate” library items. Tech Logic Systems were designed “from the ground up” specifically for library materials so that you can be assured that items are handled gently and accurately.

Tech Logic’s patented SMARTBIN (used for loading, sorting and transporting items) include a photoelectric eye that tells the bin to adjust its floor according to the level of books. Even if you only have one book in a SMARTBIN, that book will still be at the top of the bin. If you’ve ever had to reach down into a bin as you empty that bin, you know how difficult this motion becomes when repeated over and over. Consider how much physical labor will be saved over the 20+ years it is expected to be in use.

Tech Logic’s totalAMH SEPERATOR can actually separate material as the books are moved from the patron’s hands to the sorter. This means that patrons can return stacks of items (something they are already accustomed to) while the system “separates” them gently down to one item so that they can then easily be checked in and sorted. Systems that force patrons to feed books into the return one-by-one are basically forcing the patron to “separates” for the system. This process also forces them to perform the check-in! We all have less “time” these days, why invest in a system that takes more of it? Tech Logic’s system-design mentality recognizes that patrons cannot be counted on to follow directions so we design systems that assume they will not.



A Tech Logic totalAMH System will introduce greater efficiency, safer work environments and less physical work for both library staff and patrons. These time and labor savings are cumulative and will be part of the daily workflow and will result in a significantly higher degree of satisfaction experienced by patrons served by your library in the following ways:

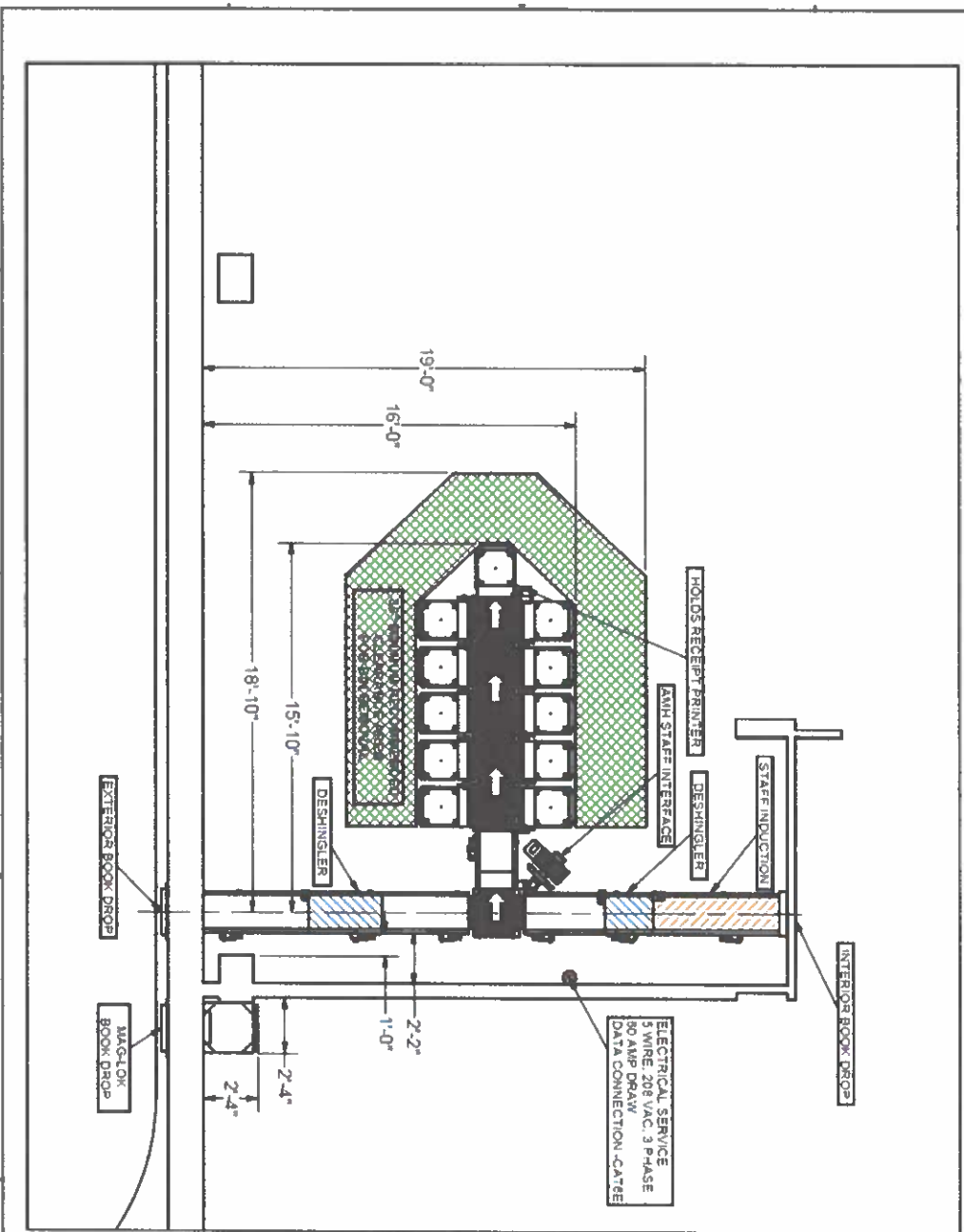
- ✓ Our “hands-free” drops are weather-proof and can be located such that the AMH system sorts 100% of item returns.
- ✓ Item-returns are fast, easy and anticipate worst possible patron behavior as part of the core design.
- ✓ totalAMH System is designed to allow patrons to return multiple items at a time (one-handed) so that current patron-behavior will not need to be modified.
- ✓ 100% returns means a greater return on investment than any other vendor can deliver.
- ✓ SMARTBINS and chutes from Tech Logic handle library items with the care so that they last longer.
- ✓ Sorting parameters can be changed whenever necessary so that the library can react to changing needs of an eclectic patron base.
- ✓ Deliveries to and from regional and branch libraries can be done in containers that best meet the space and time constraints defined by those individual libraries. This means that you can utilize existing totes or our smart-bins depending on volume and available space.
- ✓ Staff will not need to print or apply transit or hold slips at the circulation desk.
- ✓ When necessary or desirable, “holds” can be segregated from simple returns when volume warrants’ this action.
- ✓ Daily statistics can be gathered and viewed by appropriate staff from any PC.
- ✓ Our patented SMARTBIN (used for loading and sorting) will improve efficiencies and reduce physical labor at any library. These bins include a photoelectric eye that tells the bin to adjust its floor according to the level of books.

Any AMH solution that offers receipts (and touchscreens) at the book return is **by-design** establishing a one-at-a-time (very slow) items-return process. With this in mind, our totalAMH solutions include a simple item-return process that your patrons “already know how to use”. No receipt printing, no touch-screens and no barcode scanners. We know from many years of real-world experience that the most successful system is the one that allows patrons to “drop-n-go”.



Technical Drawing

REV	DESCRIPTION	DATE	BY
1	RELEASE TO PROPOSAL	01/24/2020	LTA



PROPOSAL DRAWING
DO NOT BUILD TO THIS PRINT
 DRAWING FOR REFERENCE ONLY
 SYSTEM LAYOUT MAY VARY ONCE
 CAD DRAWINGS ARE PROVIDED FOR
 VERIFICATION OF ELEVATIONS AND
 ROOM DIMENSIONS

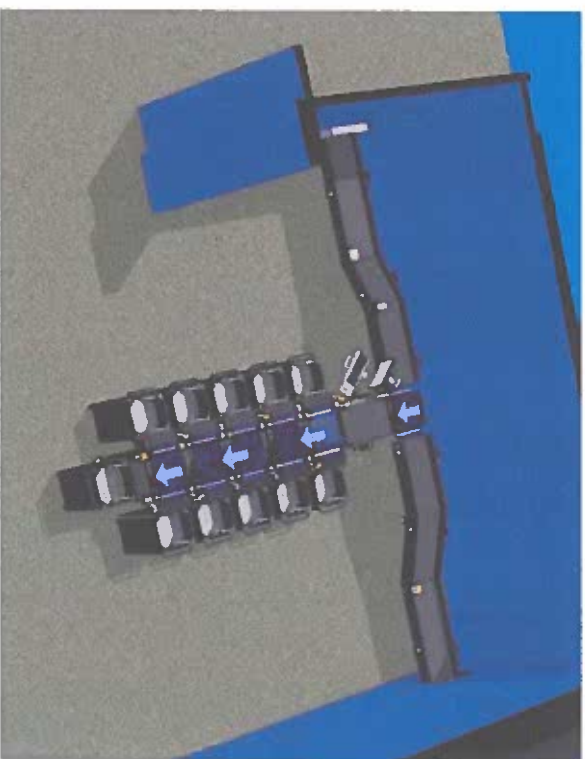
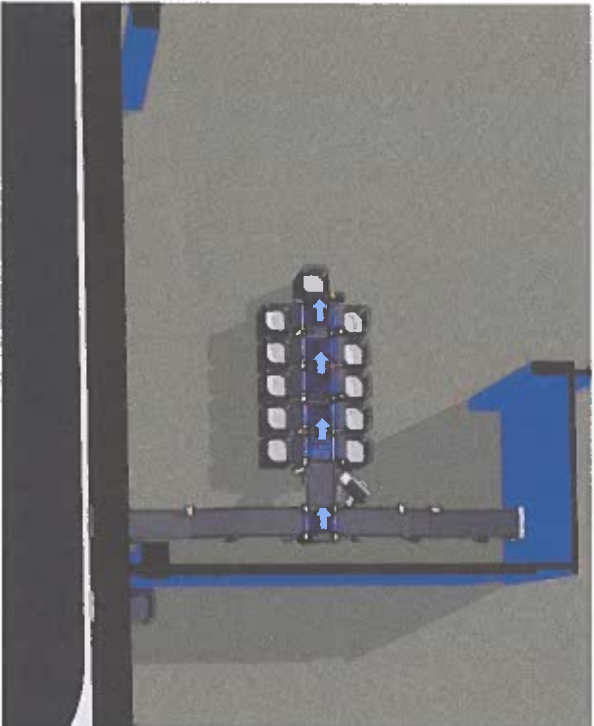
- NOTES:**
1. ELECTRICAL REQUIREMENTS, 208 VAC, 3 PHASE, 5 WIRE SERVICE. SEE PRINT FOR LOCATION AND AMP DRAW. CUSTOMER RESPONSIBLE FOR BOOK DROP OPENING ROUGH IN.
 2. OWNER'S ELECTRICAL CONTRACTOR WILL ROUGH IN POWER AT THE APPROXIMATE LOCATION SHOWN ON PRINT AT INSTALLATION. OWNER'S ELECTRICAL CONTRACTOR WILL CONNECT THE LIBRARY'S POWER TO THE POWER DISTRIBUTION CABINET SUPPLIED BY TECH LOGIC.
 3. IF ELECTRICAL BOX IS MOUNTED TO LIBRARY WALL THEN CONTRACTOR WILL NEED TO PULL CONVEYOR MOTOR WIRE FROM CONTOUR BOX TO EACH CONTOUR MOTOR AND FROM EACH CONTOUR MOTOR TO THE MAIN SYSTEM. ONCE CONNECTIONS ARE MADE, TECH LOGIC WILL VERIFY CONNECTIONS AND POWER UP SYSTEM.
 4. CABINETS WITHIN THE SORTING SYSTEM WILL BE FACTORY MOUNTED TO MACHINES. POWER CONNECTION BETWEEN CABINETS ON MACHINES WILL BE COMPLETED BY TECH LOGIC OR LOCAL CONTRACTOR AS REQUIRED.
 5. OWNER'S CONTRACTOR TO PROVIDE ONE (1) CAT5E CONNECTION TO LIBRARY'S WAN FOR SIP CONNECTION AND REMOVE TROUBLESHOOTING.
 6. TECH LOGIC CONFORMS TO ADA (AMERICANS WITH DISABILITIES) AND 2010 IBC (INTERNATIONAL BUILDING CODE) AND 2012 IBC (INTERNATIONAL BUILDING CODE) REACH RANGES, SUBSECTIONS 308.1, 308.3 AND 308.1, WHICH DICTATE A 1" MINIMUM TO 4" MAXIMUM UNOBSTRUCTED REACH RANGE.
 7. THREE FEET (3'-0") MINIMUM CLEARANCE SUGGESTED FOR MANEUVERABILITY AROUND AUTOMATED MATERIAL HANDLING SYSTEM.
 8. RECOMMENDED OPERATING TEMPERATURE RANGE 68°F TO 75°F OPERATING TEMPERATURE LIMITS 40°F TO 100°F.

PROBATIONARY NOTICE:
 ALL DRAWINGS AND IDEAS HEREIN CONSTITUTE A CONFIDENTIAL DISCLOSEURE OF TECH LOGIC CORPORATION AND ARE ITS EXCLUSIVE PROPERTY AND MUST NOT WITHOUT WRITTEN AUTHORIZATION BE DUPLICATED, REPRODUCED, COPIED, OR APPROPRIATED IN WHOLE OR IN PART FOR ANY PURPOSE.

Tech Logic	STATE TEXAS
BRANCH MAIN	COUNTY ROUND ROCK
PROJECT: LANCE ANGLIN	DESC: 11 BIN AMH WITH INTERIOR AND EXTERIOR BOOKDROPS
DATE: 06/24/2020	DRAWN BY: B
REV: 1	DATE: 6-1-20
SYSTEM NO:	ATX_ROUND ROCK_MAIN_01_1_U19_20200124_LTA



3D Renderings





Qty	Part Number	Description	Unit Price	1st Yr. Extended price
1	913XXXXX	11 Bin AMH with Interior and Exterior Book drops	\$187,249.12	\$187,249.12
1	ASTSOFT	Multi-Bin System Control Software	\$10,195.15	\$10,195.15
1		Installation and Training	\$12,920.94	\$12,920.94
11	25016614	Tech Logic EZ Bin	\$1,150.00	\$12,650.00
1	35006502	Manual Book Drop Slide Chute	\$460.00	\$460.00
1	45008115	AMH,Book Drop Manual Door W/ Mag-Lock	\$5,550.00	\$5,550.00
			Shipping	\$6,100.00
			Total Contract Pricing	\$235,125.20

AMH Payment Terms and Support:

- I. A first payment, in an amount of forty percent (40%) of the Contract Price, shall be due within ten (10) days after the Effective Date. Work pursuant to this Agreement shall not begin until such payment is received and verified by Tech Logic.
- II. A second payment, in an amount of fifty percent (50%) of the Contract Price, shall be due within ten (10) days after a Notice of Completion of Manufacturing Design is submitted to Library.
- III. A third payment, in the amount of (5%) of the Contract Price, shall be due within ten (10) days of the date on which notification is made by Tech Logic to Library that manufacturing, final testing and pre-shipment inspection of the TLS is complete and ready to be shipped to Library. Library has the right and may elect to inspect the TLS (at the Library's expense) prior to actual shipment to Library. Failure of the Library to inspect the TLS prior to shipment to the Library shall not cause a delay of the third payment to Tech Logic.
- IV. Final payment, in an amount of five percent (5%) of the Contract Price, plus all additional payments required under executed Change Orders, if any, shall be paid within ten (10) days of Tech Logic's delivery to the Library of the Notice of Completion.

Further, if a delay occurs then the final 5% payment hereunder shall be paid by Library within sixty (60) days of shipment from Tech Logic. In any event, the final 5% payment hereunder shall be paid by Library within ninety (90) days from the date on which notification is made by Tech Logic to Library that the TLS is ready for shipment to Library.

Performance Bond & Payment Bond:

Costs associated with Performance & Payment bond requirements are the sole responsibility of the library.

Payment Schedule for Change Orders:

The payment of any Change Order shall be made in installments, with the first installment being due ten (10) days after the execution of the Change Order. The amount and payment terms of the Change Order shall be as set forth as above.

Interest Charges:

If any payments due from Library to Tech Logic are deemed to be, in the sole discretion of Tech Logic, overdue, then interest charges thereon shall be paid by Library to Tech Logic at a rate of one and one-half percent (1.5%) per month

Software and Hardware Support

- Annual Support/Software License and Maintenance program costs are in addition to the item(s) quoted above. The Support/Software License(s) are required for the duration that the equipment is in use and is billed annually. Hardware Support is Optional.
- Annual Support/Software and Maintenance Programs automatically increase 4% per year after the initial first year of paid annual support. Customer may qualify for savings with a multi-year pre-payment plan.

Notes:

- 1) SIP or SIP2 is required and needs to be acquired. Please ensure that the SIP & ILS implementations are of the latest versions.
- 2) The SIP interface which integrates AMH systems with ILS software is provided by the ILS vendor.



Lease Financing Option

Payments below reflect the \$1.00 Purchase Option

Estimated Monthly Lease Payment:

Based on Lease Amount of:		\$235,125.20
36 Month Lease	\$	7,300.64
48 Month Lease	\$	5,603.03
60 Month Lease	\$	4,584.94

The above quote is subject to credit approval. Valid for 14 days.
Finance questions? Call US AT 800-606-0049 Ext 140 or
e-mail Corinne@horizonkeystone.com

Click [link](#) below for Online Lease Application

<http://www.applyforlease.com>



The Value of Municipal Financing

Horizon Keystone Financials' initial emphasis in every sale is to identify and meet customer requirements. We structure lease terms that match your individual needs and budget. We will stay with you through the entire leasing process, from need identification through approval, documentation, and funding. We will work with you through every step of acquiring and financing equipment.

Who qualifies for a municipal finance agreement?

The government of states, counties, cities, towns, villages, boroughs, school districts, and state universities.

What kind of equipment can be financed?

All Tech Logic products and services.

How can a municipal finance agreement help our organization? A municipal finance agreement can improve your organization's financial situation by:

Reducing Monthly Outlays Because municipal interest payments are exempt from federal income taxes, Horizon Keystone Financial passes its tax savings on to you in the form of lower rates that keep your monthly payments affordable.

Leveraging Cash Position If your balance sheet is healthy, keep those cash reserves fully invested and use the income to off set the interest on your lease payments. Horizon Keystone Financials tax-exempt finance rates may even be lower than the rate you can earn on your invested funds.

Preserving Cash With no up-front cash required, you can use your available capital for operating requirements rather than down payments.

Simplifying Financial Transactions A master finance agreement line can eliminate the hassles of negotiating and bidding multiple purchases. Horizon Keystone Financial will fund your entire lease, eliminating the need for underwriting by investment bankers and the need to prepare lengthy documents.

Funding Immediate Needs You'll get the equipment you need now, without waiting for next year's budget cycle and without the costs and delays of a voter referendum.

Pooling Financial Needs for Discounts Consolidate the equipment needs of all your departments into a single finance agreement line and reap the rewards of lower interest rates.

Increasing Financial Control Coordinate the purchasing activities of multiple departments with a master finance agreement line that guarantees the same favorable terms for every transaction.

Non Appropriation Agreement - A municipal lease characterized by a non-appropriation clause specifies that the lease can be terminated in the event funds are not made available in subsequent fiscal years.

Early Buyout Options - Government body would be given an option to prepay the finance agreement at a *discounted buyout price* negotiated at the inception of the lease.

Variable Payments - Finance agreements could be structured with monthly, semi-annual, or annual payment structures to accommodate the government body financing.

Program Options Provided By: Horizon Keystone Financial
Corinne Beyer 800-606-0049 x8141 corinne@horizonkeystone.com
INFLATION HEDGE - Payment with tomorrow's dollars at today's prices.



AMH Maintenance Programs

After the first-year warranty, Tech Logic offers comprehensive maintenance and technical support programs to maximize system reliability and performance in accordance with the level of service that meets the Library's specific business needs. Our full-service warranty continuation plan applies the system's first-year warranty to subsequent years purchased by the Library. For every year that the Library purchases the warranty continuation plan, they will enjoy the same coverage and benefits that they enjoyed through the first-year warranty. Alternatively, at a minimum, Tech Logic requires that libraries purchase our Level PM1 service program subscription, which resembles the more basic and low-cost preventative maintenance plan typically offered in the library AMH industry.

Please note: Tech Logic encourages the library to thoroughly compare and contrast both the explicit and the potentially unforeseen maintenance costs associated with each program offered by all AMH vendors. Various vendors may offer maintenance plans that initially appear to be less expensive—however, but those plans might or might not include the coverage that the library needs (e.g. software support, onsite preventative maintenance, parts, travel, etc.). For details regarding Tech Logic's maintenance programs, please see below. Please feel free to contact Tech Logic about any questions—we would be glad to speak with you.

AMH Software Support—Included with ALL Maintenance Programs

- Remote technical support for your Tech Logic AMH software, including the following:
- Toll-free phone support, available as a standard service during normal business hours with a response time of 3 hours during prime shift for voice and electronic problem submissions
- A web-based ticket entry system that provides 24/7 online access, saving you time on the phone.
- Email support via customercare@tech-logic.com
- Support for mission-critical emergencies during off-shift hours
- Support for routine installation and usage questions

Preventative Maintenance (PM1) Program

Tech Logic's PM1 Program, which resembles a typical library industry service plan, includes one annual scheduled preventative maintenance visit conducted onsite by a certified Tech Logic technician or our certified service provider. The program also includes remote software and hardware support and discounts on replacement parts. Additional onsite service calls (beyond the included preventative maintenance visits) are quoted under this program.

Included with a Tech Logic Level PM1 (Required)

- Annual onsite system review, maintenance, and performance adjustments. Labor is included for up to 8 hours onsite per maintenance visit, if necessary.
- Remote technical support for hardware and software including:
- Toll-free phone support, available as a standard service during normal business hours with a response time of 3 hours during prime shift for voice and electronic problem submissions
- A web-based ticket entry system that provides 24/7 online access, saving you time on the phone.
- Email support via customercare@tech-logic.com
- 5% discount from Tech Logic published prices on normal-wear parts



	PM1 (Required) + Software Support
Cost per year, beginning year two	\$8,750.00*
Item #	29000008
Software License and Support	Included
Preventative Maintenance Visits (up to eight hours <i>onsite</i>)	Included Annually
Onsite Service Calls (M-F 7am-6pm)	\$225/Hr**
Onsite Service Calls (Nights/Weekends)	\$350/Hr**
Onsite Response Time for Critical Calls	Scheduled
Non-Normal-Wear Parts	Not Included
Normal-Wear Parts†	5% Discount
S&H on normal wear parts	Not Included
Software Customizations/ILS Migrations Software Customizations/ILS Migrations (Refer to Software License and Terms)	Quoted Per Project

* Annual Support/Software and Maintenance Programs automatically increase 2% per year after year two.

** Service calls have a minimum two (2) hour charge.

† Normal-wear parts include the following: Bearings; Belts; Chains; Elastic Drive Bands; Fuses; Rollers; Sprockets; VFD; Valves/Hoses (Pneumatic)



Warranty Continuation Plan

The Warranty Continuation Plan includes technical support, bi-annual onsite maintenance and performance visits, onsite repair calls, and parts. This means maximum system uptime, performance, and lifespan for your AMH at a predictable, consolidated cost—ultimately resulting in budgetary savings.

This program equates to your first-year “bumper-to-bumper” warranty in effect every year with NO additional costs for parts, software, labor, travel, nights, weekends, and/or overtime.

What is included with a Tech Logic Warranty Continuation Plan?

- Bi-Annual onsite system review, maintenance, and performance adjustments. Labor is included for up to 8 hours onsite per maintenance visit.
- Remote technical support including:
- Toll-free phone support, available as a standard service during normal business hours with a response time of 3 hours during prime shift for voice and electronic problem submissions
- A web-based ticket entry system that provides 24/7 online access, saving you time on the phone
- Email support via customercare@tech-logic.com
- Required maintenance or repair parts (including purchase and standard shipping).
- Required labor, travel, nights, weekends, and/or overtime.

What is *not* included with a Tech Logic Warranty Continuation Plan?

- Recertifying equipment where a gap has occurred between the warranty periods and subscribing to a program.
- ILS migration or upgrade support.
- Routine weekly/monthly maintenance/cleaning as described in the user's manual and maintenance manuals.
- Software customization. This is a quotable activity based on scope of work.
- Non-covered conditions or situations (e.g. vandalism, natural disaster, etc. detailed in the AMH Maintenance Program Terms)
- Bins and Fire Suppression



Warranty Continuation Plan	
	WCP + Software Support
Cost per year, beginning year two:	\$17,000.00
Software License and Support	Included
Preventative Maintenance Visits (up to eight hours <i>onsite</i>)	Bi-Annually
Onsite Service Calls During Normal Business Hours	Included
Onsite Response Time for Critical Calls	24 hours**
Non-Normal-Wear Parts	Included
Normal-Wear Parts†	Included
Standard S&H on normal wear parts	Included
Software Customizations/ILS Migrations (Refer to Software License and Terms)	Quoted Per Project

*Annual Support/Software and Maintenance Programs automatically increase 2% per year after year two.

** Service calls have a minimum two (2) hour charge.

† Normal-wear parts include the following: Bearings; Belts; Chains; Elastic Drive Bands; Fuses; Rollers; Sprockets; VFD; Valves/Hoses (Pneumatic)



AMH Maintenance Program Terms

All customers who subscribe to any service program should review the program's full terms and conditions for further details. This document is only an overview.

Maintenance programs are offered beginning in year two (2), beginning upon expiration of the Library's first- year warranty. If there is a lapse of more than two months from warranty to subscription, or if the library does not conduct routine cleaning/maintenance as prescribed in the system manual, then a recertification visit (quoted) will be required in order for maintenance programs to become available again for the system.

Preventative Maintenance Programs are available to all customers at all times, subject to recertification if applicable.

Bins are not covered in the above programs and are the responsibility of the library after the one-year warranty.

Fire Suppression Systems are not covered in the above programs and are the responsibility of the library after the one-year warranty.

PURCHASER RESPONSIBILITY IN PRODUCT SELECTION. The Purchaser is solely responsible for the selection, use, efficiency, fitness and suitability of Tech Logic's equipment and products. The Purchaser assumes all risks and liabilities in connection with the use of Tech Logic's equipment and products.

COMPLIANCE WITH LAWS, CODES, LICENSING, AND OTHER STANDARDS. The Purchaser shall promptly advise Tech Logic of any state and/or local statutes, rules, codes, licensing, regulations, and other standards which may affect this program and work performed hereunder; and Purchaser shall pay for, and solely bear, all costs of compliance associated therewith.

LIMITATION OF LIABILITY FOR CONSEQUENTIAL AND SIMILAR DAMAGES. In no event shall Tech Logic be liable to Purchaser for any indirect, special, or consequential damages, or lost profits, that are not the direct result of any act, omission, or negligence of Tech Logic or Tech Logic's agents. Unless related to an act, omission, or negligence of Tech Logic or Tech Logic's agents, liability for defective equipment is expressly limited to replacement or repair of defective equipment, subject to the equipment warranties currently in effect.

LIMITATION ON AMOUNT OF DAMAGES. In the case of liability, each party's liability to the other shall not exceed one hundred percent (100%) of the total Contract price. This limitation of liability shall not apply to damages arising out of or relating to a party's failure to comply with confidentiality obligations, if applicable; personal injury, including death, caused by the negligent or intentional acts of a party or its representatives; damage to tangible property caused by the negligent or intentional acts of a party or its representatives; damages arising out of any loss of data or other damage to data caused by any disabling code or virus; and either county's obligation to pay litigation costs and attorneys' fees of one or both parties if ruled accordingly by a judge or applicable authority.



NON-COVERED CONDITIONS. Component or system failures caused by lack of maintenance or by misuse of the System (including the introduction of non-standard items to the System); vandalism; and/or events that are not related to the functionality of the System and are out of Tech Logic's reasonable control including but not limited to natural disasters or acts of God, civil or military authority, civil disturbance, war, fires, other catastrophes, or other "force majeure" events are conditions that are not included in warranty coverage.

If Tech Logic determines that a Non-Covered Condition has caused a component or system failure, then the Purchaser shall pay for all costs of labor and materials to correct such failure at Tech Logic's standard rate for additional labor, and any associated travel expenses incurred by Tech Logic. Such payments for additional labor shall be due and paid by Purchaser within ten (10) days of such correction activity by Tech Logic.

OTHER LIMITATIONS. All warranties given by Tech Logic are limited to replacement or repair of defective components including hardware and computer software. Tech Logic shall determine whether the components should be replaced or repaired. Any warranty is void if the System is modified or altered without the knowledge and written permission of Tech Logic. The warranty herein shall remain in effect should the Library move the System to another location only if said move is engineered and coordinated by Tech Logic.

ASSIGNMENT. The selected maintenance program and all rights and obligations hereunder shall not be assignable by Purchaser except with the prior written consent of Tech Logic. A change in control shall be deemed an assignment subject to this subsection. The selected maintenance program shall be binding upon each party's permitted successors and assigns.

MODIFICATION. Any modification or alteration of the selected maintenance program shall be effective only upon written agreement of the parties thereupon.

NOTICES. To give notice under this Agreement, the Notice must be in writing and sent by postage prepaid first-class mail, receipted courier service, or electronic mail to the address which appears below each party's signature below or to such other address as any party shall specify.