

**Service and Upgrade Agreement**  
*for*  
**West Allis Library**



January 31, 2024  
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## EXTENDED SERVICE & UPGRADE PLAN

Recommended Service plan for a system this size would consist of the following:

Hotline	Access to the Lyngsoe Toll Free Hotline Engineers
Preventative Maintenance Visits	A Lyngsoe Technician carrying out 1 annual PM visit.
Training	During acceptance of the system and during Preventative Maintenance visits, we will train staff assuring proper operation and maintenance procedures.
On-Site Spare Parts Kit	Included with your new systems is a collection of spare parts and tool kit to assure the system can be brought back to operation quickly after a failure.
Extended Parts Warranty	Non-Wear Part failures by normal use (vandalism and Acts of God excluded) will be replaced at no cost.
Hardware replacement & upgrade	Some existing equipment will be removed and upgraded to the latest Lyngsoe Products within the term of this contract.



## HOTLINE SERVICE

The hotline can be used when assistance from an experienced Lyngsoe Systems engineer is required. If the hotline is contacted, a hotline report of this call is sent to the Customer after the issue is resolved.

### HOTLINE

If a customer is unable to remedy a problem that renders the system not functional, the Lyngsoe Systems Hotline can be contacted 24 hours a day.

Within 30 minutes of receiving the call, hotline engineers will start troubleshooting the system and supporting the Customer. This will be done by telephone and VPN connection. Establishing a VPN connection to the Customer will be done prior to initial equipment installation but according to Lyngsoe Systems specifications outlined in the project phase.

Hotline is not available December 24<sup>th</sup>, 25<sup>th</sup>, 31<sup>st</sup> and January 1<sup>st</sup> unless other arrangements are made.

### PART TO SITE

In the case where a system part, which is not in the spare parts kit, is needed and the customer is covered by Lyngsoe Systems extended parts warranty the process is outlined below.

### MAN-ON-SITE (MOS)

In the case where problems cannot be solved remotely Lyngsoe Systems will send a technician to site within the shortest possible reasonable response time, subject to the restrictions outlined below.

If the Customer, for other reasons, requests a technician to come on site, Lyngsoe Systems will send a technician to site within the shortest possible reasonable response time, subject to the restrictions outlined below. The Customer must supply a purchase order when ordering Man-On-Site and costs are invoiced according to the rates in Appendix 1.

For a Man-On-Site visit the system must be made fully available for the technician.

### DISPATCHING A TECHNICIAN

If a Man-On-Site is required and the decision to do this is made within Lyngsoe Systems normal opening hours (8.00am - 4.30pm Monday through Friday EST), the technician will commence their journey immediately. Outside of normal opening hours a technician will commence their journey before 12 noon the following weekday.



## MAINTENANCE

Planned service visits to the Site(s) are part of good preventive maintenance practice.

### SERVICE VISITS

Service visits are carried out by Lyngsoe Systems technicians and include the following main points:

- Inspection and health check
- Adjustment of parts
- Replacement of wearing parts
- System optimization
- Check of controls system
- Review of the spare parts inventory

Each site will receive one scheduled preventative maintenance visit a year. The date of visits and time of arrival on site will be agreed upon individually with the Customer.

The site is requested to make 1 member of staff available during the entire service visit for knowledge transfer and education. In order for us to carry out the most effective service visits, we require that the site maintain spare parts on site.

If the service visit is extended, this will be invoiced separately.

All service visits are concluded with a service visit report sent to the Customer. The Customer should provide an email address for this to be sent to.

## SPARE PARTS SERVICE

### EXTENDED PARTS WARRANTY

Lyngsoe Systems have included in this agreement extending the initial parts warranty covered in the original Lyngsoe Systems Terms and Conditions.

If at any time during the initial or extended warranty period a part should fail under the conditions of the original Lyngsoe Systems Terms, Lyngsoe Systems will ship a part to site as soon as possible. This will be done on mutual agreement that the failed part will be shipped back to Lyngsoe Systems as soon as the new one is installed. Failure to ship back the failed part will result in Lyngsoe Systems invoicing the customer for the new part.

Exception to this will be when Lyngsoe Systems requests that the failed part not be shipped back. No charges will be incurred by the Customer under this scenario.



## HARDWARE REPLACEMENT & UPGRADE

During the term of this agreement, or at a schedule agreed with the library, we will coordinate removal and recycling of the existing AMH hardware and install like for like system in its place.

Power requirements for the SM2000 line is considerably lower, and network drop requirements will be the same.

New Ergo Trolley™ are not included.

System removal and replacement is anticipated to occur during one trip for the Lyngsoe technician. Coordination for penetration modification, and or floor cleaning, carpet replacement, etc. should occur on a per project basis.

Each system will include the new Lyngsoe Sort Controller (LSC) and will require a Virtual PC (VM) and its own IP address.



## RATES & EXPENSES

### Service Hourly Rates

Valid from January 1, 2024, to December 31, 2029

Hourly Rates (USD)	Normal Hours	Overtime Hours	Travel Hours	Holiday Hours
Service Engineer	220.00	330.00	180.00	330.00
Software Engineer	310.00	460.00	180.00	460.00

### Normal Hours / Overtime

Normal hours are from 08.00 am to 4.30 pm Local Time

Overtime is after 4.30 pm on weekdays, Saturdays/Sundays and holidays according to USA calendar.

### Travel Expenses

Car expenses are charged according to invoice.

Other expenses are charged according to invoice.

### Hotel and Meal Allowances

Hotel expenses are charged according to invoice.

Allowances are charged according to current per diem rates.



## SERVICE AND SYSTEM UPDATE PRICING

This Service and upgrade plan covers the following locations.

<b>Location</b>	<b>Hand Over date</b>	<b>Tentative replacement year</b>
West Allis Public Library	2008	2024

The system will be changed like for like, as per discussion with the Library and mutual agreement. We are happy to accommodate changes to system configuration so that the new equipment will fit in the space and provide the best use for the library and patrons. Configuration change pricing will be addressed in a per project basis and will be mutually agreed upon.

Drawings of system updates are in the Drawings section in this document.

	<b><u>Hotline Preventative Maintenance Extended Parts Warranty Hardware replacement &amp; upgrade</u></b>
<b>Year 1</b>	\$32,000
<b>Year 2</b>	\$32,960
<b>Year 3</b>	\$33,950
<b>Year 4</b>	\$34,970
<b>Year 5</b>	\$36,020
<b>Total Investment</b>	<b>\$169,900</b>

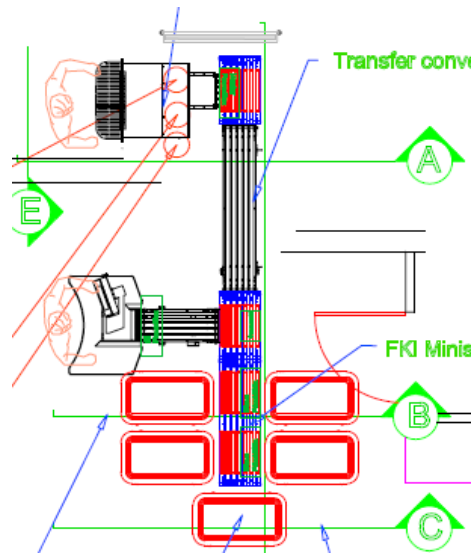
This is a binding agreement for 5 years.

Total agreement is for \$169,900 starting payment on 20<sup>th</sup> July 2024 and annually until 20<sup>th</sup> July 2029.

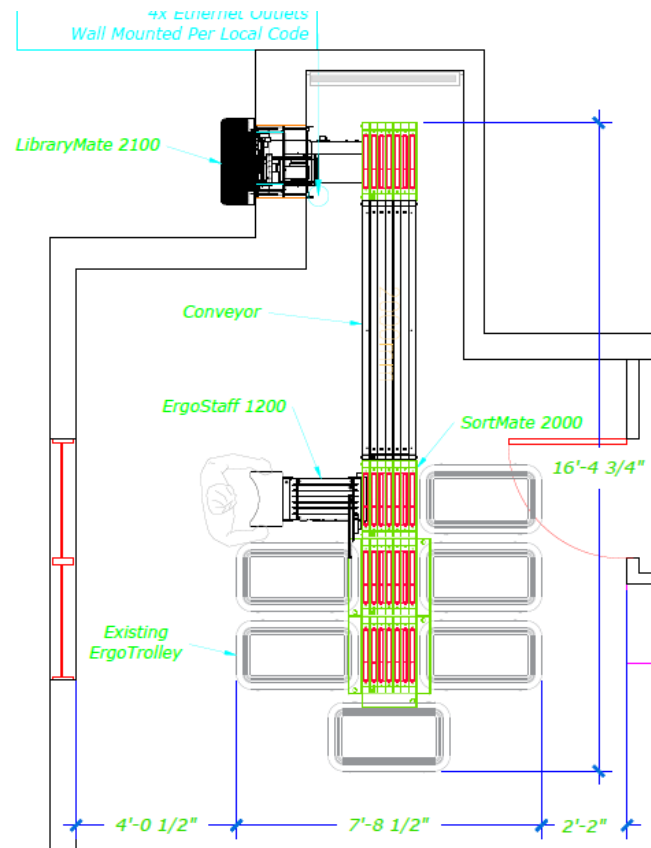




## DRAWINGS



### Replacement





## COMMERCIAL CONDITIONS

### PRICES

All prices are exclusive of all applicable taxes and duties. The Customer shall pay any taxes, however designated or levied, based on such charges, or upon this Support Agreement, or the products or services provided hereunder, or shall reimburse Vendor for any taxes paid by Vendor in respect of the foregoing, exclusive of taxes based on the net income of Vendor. If Customer desires to waive Vendor's obligation to pay taxes for goods sold to Customer, Customer will provide to Vendor such a waiver under separate cover.

Unless otherwise stated or informed by the customer prevailing wages doesn't apply in connection with deliveries and services provided under this agreement. LYGSOE does not have knowledge of which contracts are subject to Prevailing Wages requirements.

Inflation adjustment. Lyngsoe Systems can, at its reasonable discretion, increase fees in Exhibit 1 or other annexes to this Agreement once per calendar year for inflation, measured by the greater of (i) the annual change in the U.S Consumer Price Index from the prior 12-month period; or (ii) 1% per individual fee or in the aggregate without triggering any of the termination provisions in this Agreement. Lyngsoe Systems will issue a fee adjustment notice at least 90 days prior to the effective date of the fee change. Client acknowledges that any inflation adjustment, should it occur, does not constitute a breach, modification, amendment, or addendum to or of the terms of this Agreement.

Appendix 1 maybe updated during the term of the agreement if it is a multi-year agreement. If it is updated during the term Lyngsoe Systems will be supply it to the customer by 31<sup>st</sup> January each year.

### TERMS OF PAYMENT

Annually for 5 years.

All payments are net cash no later than 30 days after invoice date.

Late payments subject to 1-½% interest charges per month.

Sales tax, or other state and local taxes have not been included unless specifically stated.

### TERMINATION OF AGREEMENT

Both parties can terminate the agreement for convenience and without penalty provided that (1) written notice is provided at least 1 months in advance of the termination date and (2) the party initiating termination is not in material breach of any covenant hereunder.

### BREACH

Material breach by one party obviates the other's corresponding duty of counter-performance and shall allow immediate termination without notice by the non-breaching party.

### LIMITATION OF LIABILITY

The liability of Contractor, its agents, employee, subcontractors and suppliers with respect to any and all claims arising out of the performance or non-performance of obligations under the Contract Documents, or the design, manufacture, sale, delivery, installation or use of equipment or materials or the condition of other services hereunder irrespective of the theory upon which any claim may be based, including, without limitation, breach of the Contract Documents, breach of warranty or tort (including negligence), indemnity, strict liability or otherwise (i) shall in no event include consequential, indirect, special or similar damages including, but not limited to, loss of profits or revenue, or loss of business, and Owner hereby irrevocably waives any right it may have to any damages in excess of actual and incidental, and (ii) shall in no event exceed in the aggregate 10% of the Contract Sum. This limitation of liability shall prevail over any conflicting or inconsistent provisions contained in the Contract Documents except where such conflicting or inconsistent provisions provide a more restrictive remedy.



## FORCE MAJEURE

Neither Owner nor Contractor shall be liable for any failure to perform any of their respective obligations under the Contract Documents when such failure is caused by or results from (1) strike or other work stoppages blacklisting, boycott, or sanctions, however incurred; (2) acts of God, public enemies, authority of law (including the withdrawal of any governmental authorization required to carry out the terms of the Contract Documents), embargo, quarantine, riot insurrection, a declared or undeclared war, state of ware or belligerency or hazard or danger incidental thereto; or (3) the inability of any person to obtain any equipment, machinery, or material required for the Work, or the inability to make the Work Site available to Contractor in accordance with the Contract Documents, through no fault of Owner or Contractor.

## CONFIDENTIALITY

Information, data and drawings embodied in this proposal are strictly confidential and are supplied on the understanding that they will be held confidentially and not disclosed to third parties without the prior written consent of Lyngsoe Systems.

## PRELIMINARY PROJECT SCHEDULE

This project schedule represents a framework schedule for each site.

Drawings Approved	: 1 week from mutually agreed start (MAS)
Shipment	: 12 weeks MAS
Start Installation	: 20 weeks MAS
Installation Completed	: 21 weeks MAS
Final Acceptance (Start of Warranty)	: 21 weeks MAS

**This Proposal Is Valid For 6 Months**



## CONTRACT APPROVAL

Proposal Number: B25163-924

Proposal Date: 31 January, 2024

This Proposal Remains Valid Through: 30 June, 2024

This Sales Agreement, hereinafter called "Agreement", made by and between the Weber County Library, hereinafter called "Buyer", and Lyngsoe Systems Inc. with its principal place of business located at 1664 Bowmans Farm Road, Frederick MD 21701 "Seller", constitutes agreement of the parties as follows:

## CONTRACT DOCUMENTS

In addition to the attached Terms and Conditions of Sale, the following documents (collectively "Contract Documents") are also part of the Agreement and are hereby incorporated into the Agreement. Should the additional Contract Documents or different or additional terms and conditions contain any term or condition inconsistent with the Terms and Conditions of Sale, the Terms and Conditions of Sale shall govern. The additional Contract Documents, copies of which are appended hereto, are as follows:

Seller's Proposal B25163-924 dated 31 January, 2024, including Seller's Drawings as listed in Seller's Proposal B25163-924 dated 30 June, 2024 ("Proposal").

Tax Exemption Status \_\_\_\_\_ ☐ Non-exempt

☐ Exempt ID# \_\_\_\_\_

### AUTHORIZED FOR BUYER BY:

Buyer \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

### AUTHORIZED FOR SELLER BY:

Seller Lyngsoe Systems Inc.

Signature \_\_\_\_\_

Name Cory McCoy

Title President

Date \_\_\_\_\_