



**CITY CLERK  
ORIGINAL**

**C-8791-1  
11/05/2014**

**Materials Management  
Sole Source Request**

Revised 4/9/12

Submit the completed form to your director. Once your director has reviewed and signed this form, he/she will forward it to the Materials Manager as approval to proceed.

**SOLE SOURCE REQUESTOR INFORMATION:**

Requestor: Karen Reed	06/24/2014	Community Services
Phone Number: 3567	Email Address: kmreed@glendaleaz.com	

**PROPOSED VENDOR INFORMATION:**

Proposed Vendor: 3M Library Systems	Proposed Vendor Contact: Jason Dalton
Proposed Vendor Address: P O. Box 33900	
City, State and Zip Code: St. Paul, MN 55133	
Vendor Phone: 1-800-328-0067	Vendor Fax: 888-363-1916

**SOLE SOURCE PURCHASE INFORMATION:**

Total Cost of this Order: \$28,146.46	One time purchase: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Federal Money: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, explain funding source:
Fund #: 1000 / Department #: 15220 / Account #: 523400	
Description of the product or service requested: Service Agreement for 3M library RFID equipment located at the three libraries which includes 5 sets of security gates, 9 self-check stations, 16 staff pad workstations and 3 book-drop chutes. This service agreement is for the maintenance and support by a 3M trained technician and the replacement of equipment when found inoperable by 3M.	

Check the reason(s) below to identify why you have determined the purchase is a sole source and attach supporting documentation.

REASON	GUIDELINES FOR JUSTIFICATION
<input type="checkbox"/> Compatibility	Indicate system, make, model and function
<input type="checkbox"/> Unique repair/replacement item	Identify item to be used with previous PO number item purchased, and warranty period
<input type="checkbox"/> Supplementary or necessary part required from same manufacturer	Identify in-house equipment and use with existing system
<input type="checkbox"/> Unique Item	Identify project/program, equipment or unique design (make/model), and include reason required. What other makes/sources were considered.
<input checked="" type="checkbox"/> Unique Service	In what area is facility, equipment, or expertise unique? Include reason required.
<input type="checkbox"/> Proprietary Specifications (Copyright, patented, etc.)	Identify the manufacturer and model of equipment and how it is exclusive of other manufacturer/model of similar products.
<input type="checkbox"/> Other reasons, if not above	Explain in detail

*VR*  
Approved 10-9-14 REC. NAME: OES/TCB



## Materials Management Sole Source Request

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<input type="checkbox"/>	Unique repair/replacement item	Identify item to be used with previous PO number item purchased, and warranty period
<input type="checkbox"/>	Supplementary or necessary part required from same manufacturer	Identify in-house equipment and use with existing system
<input type="checkbox"/>	Unique Item	Identify project/program, equipment or unique design (make/model), and include reason required. What other makes/sources were considered.
<input checked="" type="checkbox"/>	Unique Service	In what area is facility, equipment, or expertise unique? Include reason required.
<input type="checkbox"/>	Proprietary Specifications (Copyright, patented, etc)	Identify the manufacturer and model of equipment and how it is exclusive of other manufacturer/model of similar products.
<input type="checkbox"/>	Other reasons, if not above	Explain in detail



## Materials Management Sole Source Request

Revised 4/9/12

### JUSTIFICATION:

Use the guidelines for the justification of the selected reason(s), and provide a full, explanation of your reason that the product/service is a sole source: This service agreement is considered a sole source purchase as no other RFID vendor is trained or authorized to service and repair 3M proprietary equipment and software. When the RFID equipment was purchased last fiscal year the equipment included a one year warranty. The one year is up and to continue maintenance and support of the 3M equipment it is necessary to purchase a service agreement to cover the equipment. The 3M equipment is essential to the business needs of the libraries on a daily basis. The equipment is used to check in and out materials, security of the materials and inventory control purposes. Without this maintenance and support service agreement the libraries would be hampered and customer service would suffer as patrons would not be able to check out materials and staff would not be able to get materials checked in, effectively shutting down the library. This service agreement also includes the replacement of equipment when it is determined by a technician to be inoperable. This service agreement is the library's insurance policy and enables the library to provide services.

### MANDATORY RESEARCH DOCUMENTATION REQUIREMENT:

Provide a detailed explanation of efforts made to determine the availability of the product or service from any other vendor, including other distributors: 3M has provided a sole source letter explaining that there are no other companies that are authorized to provide repair service and that the information is proprietary.

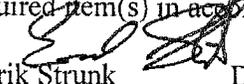
### REQUESTOR CERTIFICATION:

I hereby certify that in accordance with City Manager Directive No. 30 which states: <http://gmn.glendaleaz.com/CityManager/documents/031901-CMD30SoleSourcePurchases.pdf>, I have conducted a good faith review of available sources and have determined that there is only one practicable source for the required items in accordance with the Justification Outline.

Requestor: Karen Reed      Division: Library      Date: 06/24/14

### DEPARTMENT DIRECTOR APPROVAL:

I hereby certify that in accordance with City Manager Directive No. 30 which states. <http://gmn.glendaleaz.com/CityManager/documents/031901-CMD30SoleSourcePurchases.pdf>, I have conducted a good faith review of attached documentation and have determined that there is only one practicable source for the required item(s) in accordance with the Justification Outline

#6180   
Director Erik Strunk      Division 14510      Date June 29, 2014

**SUBMITTAL INSTRUCTIONS:** Please complete this document and email the request to the Materials Manager, requesting approval. Attach additional documents, if needed, to support your request.

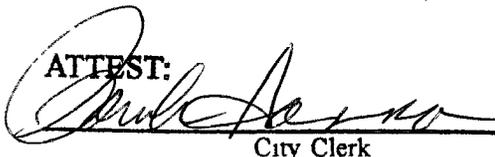
The subject line of the email is to read:

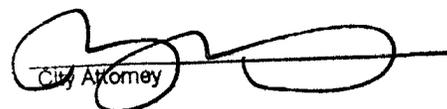
"Request for approval of a sole source purchase"

C:\Users\Strunk\AppData\Local\Microsoft\Windows\Temporary Internet  
Files\Content Outlook\3BTB4NO3\SoleSourceRequestFrm-3MServiceAgreement FY 14-15 docx  
rev6/29/2014

Approved as to form

ATTEST:

  
City Clerk

  
City Attorney



## ***Materials Management Sole Source Request***

**Revised 4/9/12**

The text of the email is to read:

“Your authorization to proceed with a sole source purchase is requested. The completed form is attached for your review.”

**PREPARER NOTE:** When submitting the purchase requisition, please attach the following:

- this completed form and
- the email from the Materials Manager approving the purchase and
- the form required if it's a vehicle or technology purchase

3M Library Systems  
Building 225-03-06  
St Paul, MN 55144-1000  
800-328-0067  
Fax. 888-263-1916  
www.3m.com/library



OCTOBER 1, 2013  
GLENDALE PUBLIC LIBRARY  
ATTN: CHERYL KENNEDY  
5959 W. BROWN ST.  
GLENDALE, AZ 85302

Service Agreement Quote #:US40518

Dear Cheryl,

This letter is in reference to your inquiry regarding 3M as the sole authorized service provider for the 3M Library equipment located at Glendale Public Library.

There are no companies authorized to provide service other than 3M's authorized service provider and there are no published price pages available. This information is proprietary to 3M.

Thank you for your continued business with 3M. If I can be of further assistance, please feel free to contact me at the telephone number listed below.

Sincerely,

*Jason Dalton*

3M Library Systems  
Bldg 225-3S-06  
1-800-328-0067, opt 1, opt 2  
Fax: 888-263-1916

3M Library Systems  
3M Center  
PO Box 33900  
St Paul, MN 55133-3900  
800-328-0067  
www.3M.com/library



## SERVICE AGREEMENT EXPIRATION NOTICE

June 18, 2014

Service Agreement: US40518

**Service Agreement Expiration Date: August 15, 2014**

3M Account # : GBL5799

GLENDALE PUBLIC LIBRARY

Attn: **CHERYL KENNEDY**

FOOTHILLS BRANCH

19055 N 57TH AVE

GLENDALE, AZ 85308

Dear Cheryl,

I'm writing to you today to remind you that in 90 days your 3M Service Agreement will expire. You will need to renew your Service Agreement to continue coverage on your 3M™ Library Systems equipment

In today's world there is no smarter investment than a 3M Service Agreement. It provides peace of mind knowing that your 3M Library Systems equipment will be functioning when you need it most to provide the services your customers have come to rely upon.

### **Complete equipment coverage**

3M Library Systems advanced solutions help enhance the productivity of your library staff through industry leading technology. Even though great care goes into every product we build, it's impossible to manufacture a system that is 100% reliable for as long as you own it. That's why there is no smarter investment than a 3M Service Agreement.

Our Service Agreement covers labor, parts and equipment modifications necessary to keep your equipment operating at peak performance.

In short, we take care of practically everything.

### **Rapid response to your service needs**

You can request service via our 800 number 24 hours a day, 7 days a week. While many issues can be quickly resolved over-the-phone, should you require on-site service, we offer a nationwide network of trained professionals ready to return your 3M system to full operation.

3M Library Systems  
3M Center  
PO Box 33900  
St Paul, MN 55133-3900  
800-328-0067  
www.3M.com/library

**Help eliminate expensive surprises**

Your 3M Service Agreement helps you continue to receive the value provided by your 3M Library Systems purchase, and no one knows how to maintain your 3M equipment better than 3M service professionals. Should you choose not to renew your 3M Service Agreement, will you be ready for the unexpected?

Time and materials charge labor rates are \$250 per hour plus a callout charge of \$325 to \$425 depending on your service zone. You will also be responsible for the cost of any necessary replacement parts. You can see that just a single call could more than cover the cost of a whole year's Service Agreement coverage. Is it really worth it to take a chance?

**Renewing is easy**

Give yourself the peace of mind that renewing your 3M Service Agreement provides today. Just fax or mail a renewal purchase order to the number or address indicated below. You can also use your Visa or MasterCard (just call the number below for information on doing this). Your renewal price is guaranteed for a limited time, so please take a moment and renew today!

**Did you know you can now place a service call or renew your service contract on line?  
Visit us at [www.3m.com/uslibraryservice](http://www.3m.com/uslibraryservice) for details.**

Sincerely,

Service Sales Representative  
Telephone: 800-328-0067, Opt 1, Opt 2  
Fax: 888-263-1916

Return to: 3M Library Systems Contracts  
Attn: Contract Administrator  
PO Box 33900  
St. Paul, MN 55133-3900

**P.S. If someone else is responsible for responding to this notice, please forward this letter to them! Thank You!**

3M Library Systems  
 3M Center  
 PO Box 33900  
 St Paul, MN 55133-3900  
 800-328-0067  
 www.3M.com/library

Date 6/18/2014

Service Agreement: US40518 Renewal Period: 08/16/14 to 08/15/15  
 Charge To Account #: JXB3899  
 Contact: CHERYL KENNEDY  
 Telephone: 623-930-3546

**3M Products(s) Located at:** GLENDALE PUBLIC LIBRARY  
 FOOTHILLS BRANCH  
 19055 N 57TH AVE  
 GLENDALE AZ 85308  
**3M Acct #:** GBL5799

Model	Model Type	Serial ID	Start Date	End Date	Amount
Selfcheck	8412F	7410114	8/16/14	8/15/15	\$1,734 00
Software	3225	7410114	8/16/14	8/15/15	\$0.00
Software	3225	7410115	8/16/14	8/15/15	\$0.00
Selfcheck	8412F	7410115	8/16/14	8/15/15	\$1,734 00
Selfcheck	8412F	7410116	8/16/14	8/15/15	\$1,734 00
Software	3225	7410116	8/16/14	8/15/15	\$0.00
Selfcheck	8422	84220829	12/26/14	8/15/15	\$1,049 46
Software	3225	84220829	12/26/14	8/15/15	\$0 00
RFID Detection Sys	9102DM	91200829	8/16/14	8/15/15	\$1,285.00
RFID STF WKSTN	895	P1207436	8/16/14	8/15/15	\$351 00
RFID STF WKSTN	895	P1207437	8/16/14	8/15/15	\$351.00
RFID STF WKSTN	895	P1207438	8/16/14	8/15/15	\$351.00
RFID STF WKSTN	895	P1207439	8/16/14	8/15/15	\$351.00
RFID STF WKSTN	895	P1207474	8/16/14	8/15/15	\$351.00
RFID STF WKSTN	895	P1209792	8/16/14	8/15/15	\$351 00

**3M Products(s) Located at:** GLENDALE PUBLIC LIBRARY  
 VELMA TEAGUE BRANCH  
 7010 N 58TH AVE  
 GLENDALE AZ 85301  
**3M Acct #:** JXB3824

Model	Model Type	Serial ID	Start Date	End Date	Amount
Selfcheck	8412F	6410130	8/16/14	8/15/15	\$1,734 00
Software	3225	6410130	8/16/14	8/15/15	\$0 00
Software	3225	74100422	8/16/14	8/15/15	\$0 00
Selfcheck	8412F	74100422	8/16/14	8/15/15	\$1,734 00
RFID Detection Sys	9101DM	91100830	8/16/14	8/15/15	\$1,010.00
RFID Detection Sys	9101DM	91100831	8/16/14	8/15/15	\$1,010.00
RFID STF WKSTN	895	P1207445	8/16/14	8/15/15	\$351 00

3M Library Systems  
 3M Center  
 PO Box 33900  
 St Paul, MN 55133-3900  
 800-328-0067  
 www.3M.com/library

**3M Products(s) Located at:** GLENDALE PUBLIC LIBRARY  
 VELMA TEAGUE BRANCH  
 7010 N 58TH AVE  
 GLENDALE AZ 85301

**3M Acct #:** JXB3824

Model	Model Type	Serial ID	Start Date	End Date	Amount
RFID STF WKSTN	895	P1207446	8/16/14	8/15/15	\$351.00
RFID STF WKSTN	895	P1209791	8/16/14	8/15/15	\$351.00

**3M Products(s) Located at:** GLENDALE PUBLIC LIBRARY  
 MAIN LIBRARY  
 5959 W BROWN ST  
 GLENDALE AZ 85302

**3M Acct #:** JXB3899

Model	Model Type	Serial ID	Start Date	End Date	Amount
Software	3225	74100419	8/16/14	8/15/15	\$0.00
Selfcheck	7410F	74100419	8/16/14	8/15/15	\$1,734.00
Selfcheck	8412F	74100420	8/16/14	8/15/15	\$1,734.00
Software	3225	74100420	8/16/14	8/15/15	\$0.00
Software	3225	74100421	8/16/14	8/15/15	\$0.00
Selfcheck	8412F	74100421	8/16/14	8/15/15	\$1,734.00
Selfcheck	8412F	7410392	8/16/14	8/15/15	\$1,734.00
Software	3225	7410392	8/16/14	8/15/15	\$0.00
RFID Detection Sys	9102BP	91200832	8/16/14	8/15/15	\$1,285.00
RFID Detection Sys	9102BP	91200833	8/16/14	8/15/15	\$1,285.00
RFID STF WKSTN	895	P1207473	8/16/14	8/15/15	\$351.00
RFID STF WKSTN	895	P1207475	8/16/14	8/15/15	\$351.00
RFID STF WKSTN	895	P1207476	8/16/14	8/15/15	\$351.00
RFID STF WKSTN	895	P1207477	8/16/14	8/15/15	\$351.00
RFID STF WKSTN	895	P1207478	8/16/14	8/15/15	\$351.00
RFID STF WKSTN	895	P1209789	8/16/14	8/15/15	\$351.00
RFID STF WKSTN	895	P1209790	8/16/14	8/15/15	\$351.00

**TOTAL** \$28,146.46

Please Add Applicable Tax: \$

*Payment Terms are "Net 30"*

Notes:

3M Library Systems  
3M Center  
PO Box 33900  
St Paul, MN 55133-3900  
800-328-0067  
www.3M.com/library

Please indicate your intentions below:

Yes, I wish to renew the Service Agreement: US40518 (Please attach your Purchase Order and return it to the address listed below )

Please indicate billing frequency preference:

Annual \_\_\_\_\_ Semi-annual \_\_\_\_\_ Quarterly \_\_\_\_\_ Monthly \_\_\_\_\_  
(\$100.00 Fee) (\$200.00 Fee) (\$600.00 Fee)

Purchase Order Number: COGAZ-0000020781 (Please provide if you require a purchase order on your invoice.)

\_\_\_\_\_ Indicate here if you wish to pay by check. (Please DO NOT enclose a check. You will be invoiced at a later date.)

\_\_\_\_\_ No, I do not wish to renew the Service Agreement.

Reason for Cancellation: \_\_\_\_\_

\_\_\_\_\_ I am interested in purchasing additional library equipment. Please have my Sales Representative contact me.

Please enter below the name of the person authorizing the renewal or cancellation of the Service Agreement.

Karen Reed 623930-3567 623-842-2161 # 11-3-14  
Name (Please Print) Telephone Number Fax Number Date

Kmreed@glendaleaz.com  
Email Address

Service Sales Representative  
Telephone: 800-328-0067, Opt 1, Opt 2  
Fax 888-263-1916

Return to: 3M Library Systems Contracts  
Attn: Contract Administrator  
PO Box 33900  
St. Paul, MN 55133-3900

\*\*\*THIS IS NOT AN INVOICE\*\*\*

# Terms and Conditions

## WHAT WE WILL DO:

**Hardware:** In consideration of payment of the agreement price, 3M 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 3M Service Provider and used as directed. This Service Agreement covers Equipment failure during normal usage. 3M agrees to provide.

- On-site remedial maintenance during On-Site Coverage Hours. When 3M is notified that the Equipment is not in good working order, 3M will provide a toll-free telephone number for Customer to place, and 3M will receive. Equipment maintenance service calls twenty-four (24) hours per day, seven (7) days per Week.
- All labor, service parts and Equipment modifications 3M 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, 3M reserves the right to replace the entire unit with new equipment or equipment of equal quality when 3M determines that replacement is more economical than on-site repair. All Equipment and service parts removed for replacement become the property of 3M.

**Software:** In consideration of payment of the agreement price, 3M will furnish over-the-phone software support and remote troubleshooting of the 3M Software specified in this agreement as well as updates necessary to maintain the 3M Software specified in this agreement in proper operating condition during the term of this agreement, provided that the 3M Software is installed and used as directed. 3M agrees to provide.

- All software configuration modifications 3M deems necessary to maintain the 3M Software in good working order.
- 3M Software updates.
- Internet Filter list updates (as applicable).
- A toll-free telephone number for Customer to place and 3M 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 3M Software Support Coverage Hours in the order they were received.

**WHAT IS NOT COVERED:** The basic maintenance fee does not include and 3M 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 3M's published operating instructions, (vi) modification, service or repair of the Equipment by other than 3M 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 of 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 3M or its authorized distributor(s), (xv) modification, or repair of the 3M Software by other than 3M authorized personnel, (xvi) use of the 3M Software for purposes other than for which designed, (xvii) virus / hacker activity, (xviii) Non-3M 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 3M, 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.

Library Systems  
3M Center, Building 225-4N-14  
St. Paul, MN 55144-1000  
1-800-328-0067  
www.3M.com/library

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78-8123-7221-3 Rev B

Printed in U.S.A.