

2024



Multi-Function Duplicating Devices and Services Request for Proposal



Fountaindale Public Library District

300 W. Briarcliff Road, Bolingbrook, IL 60440

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Background

The Fountaindale Public Library District is seeking proposals for a lease that includes multi-function duplicating devices and services for its facility located at 300 West Briarcliff Road in Bolingbrook, Illinois. The facility is approximately 114,000 square feet and has four floors. The current duplicating devices and services are heavily used and the goal of the Fountaindale Public Library District is to have those services provide excellent operations for our patrons and staff.

Timeline

- February 21, 2024 – Notice published in paper
- February 22, 2024 – RFP published on website
- March 7, 2024—Last day to submit questions to RFP contact person
- March 11, 2024—Final Questions and Answers published on website
- March 18, 2024—Respondent proposals due by 4:00 p.m.
- March 19, 2024—Proposals opened at Fountaindale Public Library District at 9:30 a.m.
- April 18, 2024—Contract awarded at Fountaindale Public Library District Board Meeting

Instructions

RFP Contact Person:

Paul Mills
Executive Director
Fountaindale Public Library District
300 West Briarcliff Road
Bolingbrook, IL 60440
pmills@fountaindale.org

Questions and Notifications

All inquiries, questions or notifications must be sent in writing via postal mail or email and marked “Fountaindale RFP for Multi-Function Duplicating Devices and Services.” Phone calls will not be accepted. All inquiries shall be directed only to the RFP contact person as shown above. Violations of this provision by respondent or interested parties may result in the rejection of the proposal.

Should the respondent suspect any error, omission, or discrepancy in the specifications or instructions, the respondent shall immediately notify Paul Mills in writing via postal mail or email. Paul Mills shall issue written instructions to all respondents that are to be followed by each respondent. Updated instructions will be posted on the Fountaindale Public Library District website at www.fountaindale.org.

Proposal Submission

Proposals must be received no later than 4 p.m. on March 18, 2024. Proposals must be submitted electronically in PDF or Microsoft Word format. Files may not be password-protected or copy-protected. Print copies of the proposal may be submitted in addition to the electronic version, but this is optional. Accompanying materials may be submitted in electronic or print form. Include four copies of any print materials.

It is the respondent's responsibility to ensure proposals are received by the closing date and time. Late proposals will not receive consideration.

Proposals must include the following sections in this order:

- A. Contact information: Name, address, FEIN number, phone number, and email address of the respondent.
- B. Corporate profile describing your company, including the number of employees and physical location of current operations offices. Also state whether the corporation or other entity is fully licensed and incorporated or otherwise legally qualified to do business in the State of Illinois.
- C. Key personnel: Identify persons who will assist with this contract. For each person, include the name, title, experience, and periods of service with your firm.
- D. Statement of qualifications: State your experience with similar projects.
- E. References: Three references from recent customers, including name, agency, phone number, and email address of persons to contact.
- F. Fully completed Price Sheet provided in Appendix A of this proposal.
- G. Full description, including all specifications, of devices proposed to meet this proposal's requirements. This section must also identify which device would be in which location.
- H. Full description of training plans for library staff.
- I. Full response to all service requirements of this proposal.
- J. Proposal must incorporate terms referenced in Appendix B of this proposal.

Evaluation

Although no weighted value is assigned, consideration will be given to the following issues, among others:

- Cost
- Adequacy and completeness of proposal
- Respondent's understanding of the project
- Compliance with the format, terms and conditions of the RFP
- Experience in providing like services
- Methodology to accomplish tasks
- Respondent's ability to provide the services required, including financial stability
- Respondent's qualifications and references

The Fountaindale Public Library District reserves the right to reject any and all proposals, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional proposals, and to award a contract in the best interest of the Fountaindale Public Library District. Submission of an offer confers on the respondent no right to an award or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the Fountaindale Public Library District's discretion.

The Fountaindale Public Library District reserves the right to waive any informalities or discrepancies or permit a respondent to clarify such discrepancies and so conduct discussions with all qualified respondents in any manner necessary to serve the best interests of the Fountaindale Public Library District. The Fountaindale Public Library District may seek clarification of the offer at any time, and failure to respond is cause for rejection. Clarification is not an opportunity to change the offer.

Respondents must be prepared for the Fountaindale Public Library District to accept the offer as submitted without prior discussions or negotiation, but the Fountaindale Public Library District may require contract negotiations if necessary or desirable. If negotiations do not result in an acceptable agreement, the Fountaindale Public Library District may reject the offer or revoke the award, and may begin negotiations with another respondent or re-issue the RFP.

Conditions of the Contract

All files, records, documents, and similar items relating to the business of the Fountaindale Public Library District whether they are prepared by the respondent or come into the respondent's possession in any other way, are and shall remain the exclusive property of the Fountaindale Public Library District. The respondent shall not misuse, misappropriate, or disclose any of the facts or materials described herein, directly or indirectly, either during the term of the contract or at any time thereafter.

The respondent's position is strictly contractual. The person fulfilling the specifications of this project will in no way assume an employer/employee relationship with the Fountaindale Public Library District. Benefits provided Fountaindale Public Library District employees will not be provided to the respondent for this contract.

The contents of the proposal of the successful respondent (if any) shall become contractual obligations binding on the successful respondent if a contract is issued by the Fountaindale Public Library District.

Certain conditions are unacceptable to the Fountaindale Public Library District, including, but not limited to, the following:

- Governing law other than the State of Illinois
- Clauses requiring the Fountaindale Public Library District to indemnify or hold harmless the successful respondent
- Clauses that unduly restrict or place unreasonable claims of ownership on data which are the subject of the agreement/contract
- Clauses relating to requiring the Fountaindale Public Library District to enter into reimbursement arrangements relative to attorney's fees
- Payment terms of less than thirty (30) days

Compliance with Requirements

Each respondent is responsible for the contents of its proposal and for satisfying the requirements set forth in the RFP. The respondent is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself or take advantage of any errors or omissions in the description of the proposed devices and services.

Each proposal is subject to and is governed by the Equal Employment Opportunity Clause set forth in the Rules and Regulations of the Illinois Department of Human Rights. The successful respondent must comply with the applicable provisions of the federal Occupational Safety and Health Act, and any standards and regulations issued thereunder, and shall certify that all services furnished pursuant to its proposal will conform to and comply with said standards and regulations. In addition, the successful respondent must comply with all other applicable laws.

These requirements also apply to all subcontractors hired by the primary respondent.

Cost of Preparing Proposal

The cost of developing and submitting the proposal is entirely the responsibility of the respondent. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this RFP.

Preparation of Proposal

The Fountaindale Public Library District has the right to rely on any information and price quotes provided by respondents. The respondent shall be responsible for any mathematical error in price quotes. The Fountaindale Public Library District reserves the right to reject proposals which contain errors.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other respondent, competitor or interested party.

Competition

The purpose of this RFP is to seek competition. The respondent shall advise the Fountaindale Public Library District if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by the RFP contact person no later than five (5) business days prior to the response due date.

Proposal Disclosures

All information submitted is subject to the Illinois Freedom of Information Act (5 ILCS 140) and other applicable laws and rules. Respondents claiming exemption from disclosure of certain portions of the offer must do so in a separate section of the offer clearly labeled "Confidential Information."

Proposal Term

Prices, terms and conditions for the proposed services must be kept firm for at least 90 days after the deadline to submit proposals. Proposals for periods of less than 90 days may be considered nonresponsive and, therefore, may be rejected.

Devices and Services Requested

The Fountaindale Public Library District is seeking proposals for a multi-year lease of devices detailed below. Both four-year and five-year lease options must be included. The proposals must also include services and supplies specified below. All devices, services, and requests listed below must be acknowledged and included in the proposal.

Devices

The following devices with the accompanying features are required:

LOCATION: Studio 300

FEATURES:

Full-featured tabloid-size color printer with advanced capabilities for graphic-intensive environment.

- B&W and Color Printing
- Duplex Printing
- Gigabit Ethernet capability
- True 1200 x 2400 dpi resolution PANTONE® Color calibration
- Large multi-tray paper capacity
- Output Speed; Color and Black and White: 45 ppm 8.5 x 11 in. 22 ppm 11 x 17 in.
- Custom Sizes: 4x6 to 11 x 17
- Weights; Single-sided printing: 20 lb. bond to 130 lb., Two-sided printing: 20 lb. bond to 98 lb. cover
- Media Types; Plain paper, Card stock, Prepunched, Letterhead, Recycled, Pre-printed Transparencies, Labels, Envelopes, Custom, Lightweight card stock, Heavyweight card stock, Extra heavyweight card stock, Lightweight glossy card stock, Glossy card stock, Heavyweight glossy card stock

OPTIONAL:

- Stapling
- 2 and 3 hole punch
- Booklet folding and center staple finishing

LOCATION: Children's Services 1st Floor Public Computer Commons

FEATURES:

- B&W and Color Printing
- B&W and Color Copying
- Duplex Copying/Printing
- Enlargement and Reduction capabilities (easy to use controls)
- Automatic Document Feeder
- True 600 x 600 dpi resolution
- Output Speed; Color and Black and White: 45 ppm 8.5 x 11 in., 22 ppm 11 x 17 in.
- Minimum 3 multi-tray paper capacity including at least one large capacity (1000 page)
- Gigabit Ethernet capability
- Today's Business Solutions (TBS) Compatibility

LOCATION: Children's Services Staff Desk

FEATURES:

- B&W Printing
- B&W Copying
- Automatic Document Feeder
- Scan to Email capability
- Gigabit Ethernet capability

LOCATION: Children's Services Staff Workroom

FEATURES:

- B&W and Color Printing
- B&W and Color Copying
- B&W and Color Scanning
- Duplex Copying/Printing
- Enlargement and Reduction capabilities
- Automatic Document Feeder
- Secure Print capability
- Ability to print on special paper, envelopes, and labels
- 11x14 and 11x17 paper capabilities
- Scan to email capability with a minimum of 10 pre-programmed addresses
- Stapling
- 2 and 3 hole punch
- Booklet folding and center staple finishing
- Tri fold capability
- Minimum 3 multi-tray paper capacity including at least one large capacity (1000 page)
- True 600 x 600 dpi resolution
- Output Speed; Color and Black and White: 45 ppm 8.5 x 11 in.
- Gigabit Ethernet capability

LOCATION: Outreach Services Staff Workroom

FEATURES:

- B&W Printing
 - B&W Copying
 - Automatic Document Feeder
 - Scan to Email capability
 - Gigabit Ethernet capability
- OPTIONAL: Color Printing and Copying capability

LOCATION: Circulation Services Staff Workroom

FEATURES:

- B&W and Color Printing
- B&W and Color Copying
- B&W and Color Scanning
- FAX capability (without phone line)
- Duplex Copying/Printing
- Enlargement and Reduction capabilities
- Automatic Document Feeder
- Secure Print capability
- Ability to print on special paper, envelopes, and labels
- 11x14 and 11x17 paper capabilities
- Scan to email capability with a minimum of 10 pre-programmed addresses
- Stapling
- Minimum 3 multi-tray paper capacity including at least one large capacity (1000 page)
- True 600 x 600 dpi resolution
- Output Speed; Color and Black and White: 45 ppm 8.5 x 11 in.
- Gigabit Ethernet capability

LOCATION: Adult & Teen Services 2nd Floor Public Computer Commons

FEATURES:

- B&W and Color Printing
- Duplex Printing
- No document feeder (flat top)
- Output Speed; Color and Black and White: 45 ppm 8.5 x 11 in.
- True 600 x 600 dpi resolution
- Minimum 3 multi-tray paper capacity including at least one large capacity (1000 page)
- Gigabit Ethernet capability
- Today's Business Solutions (TBS) Compatibility

LOCATION: Adult & Teen Services 2nd Floor Public Desk Area

FEATURES:

- B&W and Color Printing (serves as backup to 2nd Floor Public Computer Commons Printer)
- B&W and Color Copying
- Duplex Copying/Printing
- Enlargement and Reduction capabilities (easy to use controls)
- Automatic Document Feeder
- True 600 x 600 dpi resolution
- 11x14 and 11x17 paper capabilities
- Output Speed; Color and Black and White: 45 ppm 8.5 x 11 in., 22 ppm 11 x 17 in.
- Minimum 3 multi-tray paper capacity including at least one large capacity (1000 page)
- Gigabit Ethernet capability
- Today's Business Solutions (TBS) Compatibility

LOCATION: Adult & Teen Services 2nd Floor Staff Desk

FEATURES:

- B&W Printing
- B&W Copying
- Automatic Document Feeder
- Scan to Email capability
- Gigabit Ethernet capability

LOCATION: Adult & Teen Services Public Vortex Commons

FEATURES:

- B&W and Color Printing
- Duplex Printing
- True 600 x 600 dpi resolution
- Minimum 2 multi-tray paper capacity
- Output Speed; Color and Black and White: 45 ppm 8.5 x 11 in.
- Gigabit Ethernet capability
- Today's Business Solutions (TBS) Compatibility

LOCATION: Collection Management & Technical Services Staff Workroom

FEATURES:

- B&W and Color Printing
- B&W and Color Copying
- B&W and Color Scanning
- FAX capability (without phone line)
- Duplex Copying/Printing
- Enlargement and Reduction capabilities
- Automatic Document Feeder
- Secure Print capability
- Ability to print on special paper, envelopes, and labels
- Regularly print different size labels
- 11x14 and 11x17 paper capabilities
- Scan to email capability with a minimum of 10 pre-programmed addresses
- Stapling
- Minimum 3 multi-tray paper capacity including at least one large capacity (1000 page)
- True 600 x 600 dpi resolution
- Output Speed; Color and Black and White: 45 ppm 8.5 x 11 in.
- Gigabit Ethernet capability

LOCATION: Administration Staff Workroom

FEATURES:

- B&W and Color Printing
- B&W and Color Copying
- B&W and Color Scanning
- FAX capability (without phone line)
- Duplex Copying/Printing
- Enlargement and Reduction capabilities
- Automatic Document Feeder (High Capacity)
- Secure Print capability
- Ability to print on special paper, envelopes, and labels
- 11x14 and 11x17 paper capabilities
- Scan to email capability with a minimum of 10 pre-programmed addresses
- Stapling
- 2 and 3 hole punch
- Minimum 3 multi-tray paper capacity including at least one large capacity (1000 page)
- True 600 x 600 dpi resolution
- Output Speed; Color and Black and White: 45 ppm 8.5 x 11 in.
- Gigabit Ethernet capability

LOCATION: Executive Director Office

FEATURES:

- B&W Printing
- B&W Copying
- Automatic Document Feeder
- Scan to Email capability
- Gigabit Ethernet capability

LOCATION: Deputy Director Office

FEATURES:

- B&W Printing
- B&W Copying
- Automatic Document Feeder
- Scan to Email capability
- Gigabit Ethernet capability

LOCATION: Finance Manager Office

FEATURES:

- B&W and Color Printing
- Duplex Printing
- Check Printing
- Gigabit Ethernet capability

LOCATION: HR Manager Office

FEATURES:

- B&W Printing
- B&W Copying
- Automatic Document Feeder
- Scan to Email capability
- Gigabit Ethernet capability

LOCATION: Communications Workroom

FEATURES:

Heavy Duty Production capability for a large graphics production environment

- B&W and Color Printing
- B&W and Color Copying
- B&W and Color Scanning
- Enlargement and Reduction capabilities
- Ability to print on special paper, envelopes, and labels
- Scan to email capability with a minimum of 10 pre-programmed addresses
- Stapling
- Duplex Copying/Printing
- Automatic Document Feeder
- Top Loading Document Copying
- 2 and 3 hole punch
- Booklet folding and center staple finishing
- Tri fold capability
- True 600 x 600 dpi resolution
- Minimum 3 multi-tray paper capacity including at least one large capacity (1000 page)
- Output Speed; Color and Black and White: 45 ppm 8.5 x 11 in.
- 11x14 and 11x17 paper capabilities
- Gigabit Ethernet capability

LOCATION: Adult & Teen Services 3rd Floor Staff Desk

FEATURES:

- B&W Printing
- B&W Copying
- Automatic Document Feeder
- Scan to Email capability
- Gigabit Ethernet capability

LOCATION: Adult & Teen Services 3rd Floor Public Desk Area

FEATURES:

- B&W and Color Printing
- B&W and Color Copying
- Duplex Copying/Printing
- Enlargement and Reduction capabilities (easy to use controls)
- Automatic Document Feeder
- True 600 x 600 dpi resolution
- 11x14 and 11x17 paper capabilities
- Output Speed; Color and Black and White: 45 ppm 8.5 x 11 in., 22 ppm 11 x 17 in.
- Minimum 3 multi-tray paper capacity including at least one large capacity (1000 page)
- Gigabit Ethernet capability
- Today's Business Solutions (TBS) Compatibility

LOCATION: Adult & Teen Services Staff Workroom

FEATURES:

- B&W and Color Printing
- B&W and Color Copying
- B&W and Color Scanning
- FAX capability (without phone line)
- Duplex Copying/Printing
- Enlargement and Reduction capabilities
- Automatic Document Feeder
- Secure Print capability
- Ability to print on special paper, envelopes, and labels
- 11x14 and 11x17 paper capabilities
- Scan to email capability with a minimum of 10 pre-programmed addresses
- Stapling
- Minimum 3 multi-tray paper capacity including at least one large capacity (1000 page)
- True 600 x 600 dpi resolution
- Output Speed; Color and Black and White: 45 ppm 8.5 x 11 in.
- Gigabit Ethernet capability

The following device with accompanying features is optional, please provide pricing as an add-on;

LOCATION: Studio 300

FEATURES:

Large Format Photo Quality Postscript Printer

- Max Printable Width: 44"
- Max Resolution: 2400 x 1200 dpi
- Borderless Printing
- Gigabit Ethernet capability
- BOD HP DesignJet Z9+ 44" PostScript Printer

TBS Compatibility

TBS compatibility means that the unit must have a vendor kit for hooking up to existing coin bill units supplied by Today's Business Solutions (TBS). All units requiring TBS compatibility must come with PCL and Postscript drivers and those must be delivered to the Fountaindale Public Library District.

All devices must be compatible with and supported by PaperCut Print Management software.

Services

Return of existing leased units

The Fountaindale Public Library District currently has 20 Konica Minolta devices that must be returned by the end of our lease on July 29, 2024. It is required that the vendor to which this proposal is awarded will assume all responsibility and liability for returning these 20 devices. The current lease ends on July 29, 2024.

Complete installation and testing of new units

The Fountaindale Public Library District requires that complete physical and virtual installation services, including but not limited to connecting to our network, be provided. These complete installation services include all physical and virtual setup tasks required for the new units to be fully functional and ready to use by our patrons and our staff. Complete testing from all computers that will use the new devices must be completed as well.

An implementation plan that minimizes disruption to staff and patrons must be included in the RFP response. The implementation plan and schedule are subject to approval by the Fountaindale Public Library District and will remain subject to District approval throughout the implementation process.

PaperCut Compatibility and Support

All devices must be compatible with and supported by PaperCut Print Management software.

Drivers for all devices

Both PCL and PS Drivers must be supplied in advance of installation of the devices to the District for all devices.

Supplies and Service

The Fountaindale Public Library District requires that supplies and all ongoing maintenance costs including parts and labor be included in the proposal. The supplies and service requirements must be in effect for the duration of the lease.

Our requirements for supplies are consumables including toner and staples with an automated replenishment system that does not require staff intervention.

32,000 B&W pages per month are to be included in the contract and 3,700 color pages per month are to be included in the contract.

Automated meter reads that do not require staff intervention are required.

The District will provide its own paper.

Our requirements for service are Next Business Day onsite response to service requests.

Return of proposed leased units at end of lease

The Fountaindale Public Library District requires that the cost of returning the leased units be clearly spelled out and the cost must be all inclusive. No additional costs beyond what is quoted in responses to this proposal will be accepted.

Appendix A Price Sheet

Fountaindale Public Library District Request

for Proposal

Multi-Function Duplicating Devices and Services

Total Cost including all devices, services, and supplies: _____

Total Monthly Payment of Four Year Lease Option: _____

Total Monthly Payment of Five Year Lease Option: _____

Total number of prints/copies included in proposal: _____

Cost per unit of excess prints/copies: _____

Cost to return existing Konica Minolta leased units: _____

Cost to return new RFP proposed units at end of lease: _____

If your proposal includes the optional Large Format Photo Quality Postscript Printer, please include an additional separate pricing sheet that reflects its inclusion.

Appendix B

Agreement

Terms

Article I

General Conditions

The Contractor shall employ competent supervisory personnel who have experience in all facets of the tasks to be rendered under this agreement. The Contractor's personnel shall be carefully interviewed, screened, reference-checked and covered by bond.

The Contractor shall furnish all necessary, appropriate, tested and approved implements, machinery, supplies, and materials for the satisfactory performance of all specified services. Fountaindale shall provide sufficient space in the building to the Contractor for the storage of said implements, supplies, and materials.

Communication between Fountaindale and the Contractor shall be by e-mail or by phone to communicate specific daily instructions or needs. Meetings between the Contractor and Fountaindale shall be scheduled at regular intervals on a mutually agreeable frequency.

Contractor shall insure that all personnel and/or agents shall abide by all safety rules and regulations which may be adopted from time to time by either Fountaindale or the Contractor as are relevant to multi-function duplicating devices and services.

Contractor's personnel shall not disturb papers on desks, tables, cabinets, etc., nor shall they in any way utilize Fountaindale's office or other equipment; including telephones, calculators, computers, copy machines, FAX machines, coffee makers, etc. without permission.

Contractor's paid personnel shall not be accompanied by any non-paid personnel, specifically family members or children of paid personnel.

Contractor's personnel shall not smoke within the library facility.

Contractor shall furnish Worker's Compensation Insurance in limits as prescribed by Illinois statutes, and Bodily Injury and Property Damage Insurance with coverage of \$1,000,000 each occurrence and \$2,000,000 aggregate. Contractor is required to furnish Automobile coverage and Umbrella Liability Insurance coverage in the amount of \$1,000,000.

Contractor shall pay payroll taxes and other taxes levied against payrolls by municipal, state and federal agencies when due.

Contractor shall not subcontract any portion of the services to be rendered under this Agreement, nor assign this Agreement in any manner without written approval of Fountaindale.

Contractor shall make reasonable and prompt restitution by cash, replacement or repairs for any damage for which the contractor is liable. Fountaindale shall determine if appropriate restitution is a repair or a replacement or a full reimbursement.

Contractor shall replace any unit with a new unit upon request if a unit experiences the same service issue on four (4) or more occasions within a sixty (60) day period.

Contractor shall complete and execute the Certifications attached to this Agreement prior to the Agreement becoming effective.

GOVERNING LAW AND CHOICE OF VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Any litigation arising out of or relating to this Agreement may be brought in the state courts of Will County, Illinois or, if it has or can acquire jurisdiction, in the United States District Court for the Northern District of Illinois, and each of the Parties irrevocably submits to the exclusive jurisdiction of each such court in any such litigation, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the litigation shall be heard and determined only in any such court, and agrees not to bring any litigation arising out of or relating to this Agreement in any other court. The successful party shall be entitled to recover, related expenses, and court or other costs incurred in such litigation or proceeding, in addition to such other relief as the court may award, its reasonable attorney's fees, expert witness fees, litigation.

CONFLICT OF INTEREST

Contractor represents and certifies that, to the best of its knowledge, (1) no Customer employee or agent is interested in the business of Contractor or this Agreement, (2) as of the date of this Agreement neither Contractor nor any person employed or associated with Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement, (3) and neither Contractor nor any person employed or associated with Contractor shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

NO COLLUSION

Contractor represents and certifies that (1) Contractor is not barred from contracting with a unit of state or local government as a result of (a) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, or (b) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Illinois Criminal Code of 1961, 720 ILCS 5/33E-1 et seq., (2) only persons, firms, or corporations interested in this Agreement as principals have been those disclosed to the Customer prior to the execution of this Agreement, and (3) this Agreement is made by the Contractor without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in

procuring this Agreement, colluded with any other person, firm, or corporation, then Contractor shall be liable to the Customer for all loss or damage that the Customer may suffer, and this Agreement shall, at the Customer's option, be null and void.

SEXUAL HARASSMENT POLICY

Contractor certifies that it has a written Sexual Harassment Policy in full compliance with 775 ILCS 5/3-105(A)(4).

NON-DISCRIMINATION

In all hiring or employment by the Contractor pursuant to this Agreement, there shall be no discrimination against any employee or applicant for employment because of age, race, gender, creed, national origin, marital status, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. Contractor agrees that no person shall be denied, or subjected to discrimination in receipt of the benefit of any services or activities made possible by, or resulting from, this Agreement.

NO WAIVER OF TORT IMMUNITY

Nothing contained in this Agreement shall be construed or deemed to diminish or constitute a waiver or relinquishment by the Customer of the rights, privileges, defenses and immunities available or afforded to it under the Illinois Local Governmental and Governmental Employee's Tort Immunity Act or under the State statutes affording similar protections.

INDEPENDENT CONTRACTOR

The relationship between Contractor and the Customer is that of an independent contractor. Contractor shall not be deemed to be, nor shall it represent itself as, employees, partners, or joint venturers of the Customer. Contractor is not entitled to workers' compensation benefits or other employee benefits from the Customer and is obligated to directly pay federal and state income tax on money earned under this Agreement.

Article II

Schedule of Services

Contractor shall render service as specified seven (7) days per week, Sunday through Saturday except on the following days when the Library is closed: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. Other days that the library may be closed are determined in October of each year for the next year. Fountaindale will advise Contractor of other days when the Library is closed at that time.

Services are to be rendered during normal library hours. Fountaindale will provide Contractor with a schedule of normal library hours.

Contractor shall provide Fountaindale with a schedule outlining the days and/or the weeks and/or the months when regularly scheduled periodic services shall be rendered.

Article III

Charges

Contractor shall render all services as specified to the complete satisfaction of Fountaindale for charges as detailed below:

The total and all-inclusive cost to have all existing Konica Minolta equipment removed shall be \$_____.

All devices, services, and supplies as specified for the sum of \$_____ for a _____ year contract.

Payments to be made in equal monthly payments of \$_____ for _____ months.

The total and all-inclusive cost to have all equipment removed and services ended at the end of the lease shall be \$_____.

Article IV

Special Services

Fees for other devices and/or services shall be negotiated as needed.

Article V

Hold Harmless

Contractor shall furnish Fountaindale with certification for Public Liability and Property Damage Insurance covering all of its operations in the library facility in the limits as prescribed herein. Certificates of such insurance shall be forwarded to Fountaindale upon award of the Contract.

Contractor shall indemnify and save harmless Fountaindale or its agents against all loss and expenses by reason of liability imposed by law upon Fountaindale or its agents for damages: (1) Because of bodily injuries, including death at any time resulting therefrom, sustained by any person other than employees of contractor while on or about the premises of Fountaindale caused by the willful or negligent acts or omissions of Contractor; or, (2) because of injury to or destruction of property caused or occasioned directly or indirectly by Contractor, its agents, or its employees.

Contractor agrees to defend promptly and diligently at its sole cost and expense any such claim, action or proceeding brought against Fountaindale and/or its agents, or against Fountaindale and Contractor jointly or severally (a) arising out of or connected with any of the work performed under this Agreement; or (b) by any employee or former employee of Contractor arising out of or based upon the law regulations, requiring contract or award relating to the hours of any such employment, working conditions, and/or wages or compensation of such employees.

Contractor also agrees to carry Worker's Compensation Insurance for all its employees as required by law and to furnish a certificate of such insurance. In addition, Contractor will conform to the current provision of the Occupational Safety and Health Act and any other applicable federal, state or municipal laws and regulations.

Contractor shall maintain liability insurance in the amounts required by Article I, such insurance to include both bodily injury and property damage liability. Before commencing the work, the Contractor shall furnish a certificate of insurance from its insurance carrier showing that it has complied with the foregoing provisions of this Article, and providing that the said insurance policies will not be changed or cancelled during their term after at least thirty (30) days prior notice by registered mail to Fountaindale. The form of said certificate of insurance shall be in accordance with the attached form – Certificate of Insurance and the Additional Insured Endorsement.

It is especially understood and agreed that the foregoing provisions of the Article will survive the termination of this Agreement.

Article VI
Agreement Term

This Agreement shall become effective the _____ day of _____, 2024 and will remain in effect for _____ months, subject to the terms and conditions as detailed herein.

In Witness whereof, the parties herein have caused their corporate names to be subscribed this day and year above written.

Fountaindale Public Library District

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Contractor

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Additional Required Documents

Contractor must complete in full and submit the following documents with the signed Agreement. Copies of these documents may be downloaded from the Fountaindale Public Library District website at www.fountaindale.org. Failure to submit or properly complete any of the documents can cause the bid to be incomplete. Incomplete bids may disqualify the bidder from consideration by the Library in awarding the Contract.

- Breakdown of Charges
- Contractor's Certification
- Fair Employment Practices Affidavit of Compliance
- Contractor's Drug-Free Workplace Certification
- Anti-Collusion Affidavit of Compliance
- Additional Insured Endorsement