

Cover Sheet

Request for Proposal:

Meeting Room Audio Visual Upgrades

Interested applicants should submit the following to the Administration office on the 2nd floor of the library:

Northbrook Public Library

1201 Cedar Ln.

Northbrook, IL 60062

Deadline for the RFP July 17, 2024.

- Name of Company _____
- Contact name and title _____
- Address _____

- Phone number _____
- Email _____
- Cost _____

Please submit

See page 4 for details on how to submit a proposal.

Meeting Room Audio Visual Upgrades

The Northbrook Public Library is seeking quotes from qualified audiovisual installers and designers to develop a plan that will help the library upgrade an existing meeting room to allow for hybrid and virtual meetings on Zoom, Google Meet, and other online platforms. We are looking to install audiovisual equipment in our Civic Room to allow us to use the room for a variety of purposes including livestreaming monthly Library Board of Trustees meetings, presenting and recording hybrid lecture programs, and meetings and discussions where participants are present both in person in the library and virtually via Zoom or another platform.

Given the current environment and goals for modern integration, we are seeking guidance from the consultant on best hardware, software, and infrastructure upgrades as well as implementation suggestions and guidance on project scope and management.

Scope of Work

The hired party will be expected to perform the following:

- Provide assessment of our Civic meeting room and equipment recommendations for:
 - Cameras
 - Speakers
 - Microphones
 - Assisted listening device recommendations. We have the Install Listen LT-800-072 listening system in another meeting room in the library.
 - Server infrastructure if needed
 - Low voltage updates if needed
 - Any other equipment needed to ensure the meeting room can be used for virtual and hybrid meetings.
- Use and relocate existing 72" TV monitor in the room.
- Procurement and installation of all specified equipment.
- Provide as built drawings at the end of the project.
- Training to library staff on equipment usage, maintenance, and IT related updates including providing user manuals and quick-reference guides for end-users
- Preventative maintenance plan or support agreement.
- Final project report including user feedback and system adjustments.
- Disconnect electrical connections from the large table in the Civic meeting room.

Alternate Bid Item

The following item should be included as an alternate in the bid:

- **Table Removal and Demolition:**
 - Remove and demolish the large table.
 - Ensure all work is performed safely and in compliance with relevant regulations and standards.

Preferred Qualifications

- Prior experience designing and installing audiovisual systems in meeting rooms, conference centers, or similar environments.
- Ability to recommend systems and platforms specifically for our medium sized meeting room including camera, microphones, speakers, and assistive listening devices tailored to the unique requirement of our Civic Room.
- Extensive knowledge of planning, management, and evaluation skills, particularly in the field of audiovisual and IT infrastructure.
- Relevant experience in integrating audiovisual systems with existing IT networks and ensuring seamless functionality.
- Robust quality assurance processes to organize and manage the project effectively.
- Ability to document information, configurations, and recommendations in a clearly written and comprehensive format.
- Strong project management skills to adhere to timelines, manage budgets, and coordinate with library staff.
- Prior experience working as a consultant for governmental entities such as municipalities, schools, park districts, and libraries.
- Positive references and case studies from similar projects in public or governmental settings.
- Proven ability to provide comprehensive training programs for library staff and technical support for ongoing maintenance and troubleshooting.
- Experience in creating user manuals and quick-reference guides for end-users.

Current Environment

The Northbrook Library serves a community of approximately 35,222 with 115 staff in an over 85,000 square foot building originally built in the 1960s. The library was expanded in 1999 and has undergone renovations since then. Currently, the library is a few years into its master plan to remodel the library. Normally, the library is open 69 hours per week and typically sees 1,500 people a day.

In addition to staff work spaces, the library houses a 225-seat auditorium, three large public meeting rooms, and 18 study rooms of varying sizes.

We are looking to upgrade our Civic Room to provide a better experience for virtual and hybrid meetings including livestreaming of monthly Library Board of Trustees meeting, lecture programs, and discussion programs.

IT Infrastructure

Outsource Solutions Group (OSG) manages our IT infrastructure and provides onsite and remote staff and patron IT support. Recent updates to our IT infrastructure include recabling the building with Cat6 and Cat6a cabling, a Meraki wireless network. We use Barco Clickshare technology in the Civic Room. We have a Listen hearing loop system in another meeting room and would like to install it in the Civic Room. We have a 72" TV monitor that we wish to repurpose for this project.

Timeline

The following is a proposed timeline for selecting a consultant and performing the services outlined in this RFP. The timeline is subject to change based on external factors outside our control and based on the library's needs.

July 2, 2024	RFP released
July 10, 2024 9am	Building Walkthrough
July 17, 2024 10am	RFP responses due
July 18, 2024-July 25, 2024	Library staff bid review
July 29, 2024	Reference checks complete
August 15, 2024	Library Board of Trustees Approves Bid
August 16, 2024	Vendor Hired

Selection Process

How to Submit a Proposal

Library staff will evaluate the RFP responses we receive.

Bids are due on or before July 17, 2024, at 10:00am CST. at which time they will be publicly opened and read.

All bids must be submitted in sealed envelopes. The Bidder will hand deliver or mail **(2)** hard copies as well as **(2)** soft copies on **(2)** USB Flash drives that are labeled with the Bidder's name to the following below:

Northbrook Public Library
 Attn: Kelly Durov
 Administration Office
 1201 Cedar Lane
 Northbrook, IL 60062

Bids must bear the Bidder's name and address, and be clearly marked: "LIBRARY MEETING ROOM AUDIO VISUAL UPGRADES PROJECT DUE July 17, 2024 10:00 A.M."

Bids submitted by fax, electronic, or telephonic means will not be considered. Northbrook Public Library ("Owner") reserves the right to reject any or all bids and to waive any irregularities.

Respondents are encouraged to include technical information in their response instead of marketing information, and are encouraged to be as concise as possible in their response, targeting their response to the specific requirements of this project.

1. Cover Sheet – Provided on pg. 1.
2. Required Bid Submission Documents

As a part of their bid submission, Bidders shall submit the following documents, see forms below:

Documents to Submit	Comments	
Bid Pricing Form - The Bidder must complete, sign and submit the below Bid Pricing Form with the completed bid. All pricing must be inclusive, and include all labor, material, and equipment necessary for all tasks listed in this Scope of Services. Provision of this information assists the Owner in determining whether the Bidder understands the project, whether the costs are fair and reasonable in light of the services to be provided, and provides Library staff with tools to negotiate the final cost.	Must be filled out completely and signed	

List of Independent Contractor(s), Subcontractor(s) or Sub consultant(s), i.e. "Other Contractor"	Must be filled out completely	
Reference List – 3 references are required. The library would prefer that at least one of the references be a governmental entity like municipalities, schools, park districts, and libraries.	Must be filled out completely	
Certificate of Bidder Eligibility	Must be filled out completely and signed and notarized	
Certificate of Compliance with Illinois Drug-Free Workplace Act	Must be filled out completely and signed and notarized	
Certificate Regarding Sexual Harassment Policy	Must be filled out completely and signed and notarized	
Certificate Regarding Equal Employment Opportunity	Must be filled out completely and signed and notarized	
Non-Collusion Affidavit	Must be filled out completely and signed	
Illinois Drug Free Workplace Statement	Must be filled out completely and signed	

2. A concise statement of your firm’s qualifications including a general background, and the firm's current services and recent achievements especially prior experience installing audiovisual equipment in meeting rooms for governmental entities, schools, or hospitals. The statement must also describe your firm’s qualifications for the work described in this request Including experience installing

- cameras, speakers, microphones, listening systems, and related low voltage and IT infrastructure.
3. Document containing an assessment of the library's Civic Room meeting room and recommended audio visual equipment including:
 - Cameras
 - Speakers
 - Microphones
 - Assisted listening device recommendations. We have the Install Listen LT-800-072 listening system in another meeting room in the library.
 - Server infrastructure if needed
 - Low voltage updates if needed
 - Any other equipment needed to ensure the meeting room can be used for virtual and hybrid meetings.
 4. Training plan to hand off to library staff including preventative maintenance plans or support agreements, user manuals and quick guide creation plan, and library staff training.
 5. Project implementation plan including timelines for equipment procurement and installation.
 6. The Bidder acknowledges that by submitting a bid, the Bidders' proposed pricing is bound for 90 days after the Bid Submittal Deadline.

How Proposals will be Evaluated

Proposals will be evaluated and interviews will be conducted by library and information technology staff in accordance with the criteria here:

- A. Responsiveness to this RFP.
- B. Demonstrated knowledge of planning, management, and evaluation skills as well as relevant experience in using them in designing and installing audiovisual systems.
- C. Demonstrated quality and methodology to organizing and managing this project including the ability to document information and recommendations in a clearly written format including written samples of past methodology and plans.
- D. Understanding of the project objectives and scope.
- E. Demonstrated quality assurance processes including the ability to document information, configurations, and recommendations in a clearly written and comprehensive format.
- F. Ability to ensure solid project management including adherence to timelines, budget, and coordinating with library staff.
- G. Capability to offer ongoing technical support and maintenance, and their experience in creating user manuals and quick-reference guides for end-users.
- H. Prior experience as consultant for governmental entities like municipalities, schools, park districts, and libraries.
- I. References from completed consulting projects.

- J. Ability of the consultant to complete the work specified on page 4 in the proposed time frame.
- K. Cost and billing information.

ADVERTISEMENT FOR BIDS

Beginning on July 2, 2024, the Northbrook Public Library [the “Owner”] is accepting bids for the following project:

Meeting Room Audio Visual Upgrades PROJECT

The Project will include designing and installing audio visual equipment to an existing meeting room to enhance virtual and hybrid meetings and events.

A mandatory walk through will be held on July 10, 2024 at 9:00am CST.

Bids are due on or before July 17, 2024, at **10:00am CST**. at which time they will be publicly opened and read.

In sealed envelopes. The Bidder will hand deliver or mail **(2)** hard copies as well as **(2)** soft copies on **(2)** USB Flash drives that are labeled with the Bidder’s name to the following below:

Northbrook Public Library
Attn: Kelly Durov
Administration Office
1201 Cedar Lane
Northbrook, IL 60062

Bids must bear the Bidder’s name and address, and be clearly marked: “LIBRARY MEETING ROOM AUDIO VISUAL UPGRADES PROJECT” DUE July 17, 2024 10:00 A.M.”

Bids submitted by fax, electronic, or telephonic means will not be considered. The Owner reserves the right to reject any or all bids and to waive any irregularities.

Bidders will be required to comply with all laws, including those relating to the employment of labor, and payment of the general prevailing rate of hourly wages in the locality in which the work is to be performed for each craft or type of worker or mechanic needed to execute the contract or perform such work, including the general prevailing rate for legal holiday and overtime work, as ascertained by the Owner or by the Illinois Department of Labor for Cook County, Illinois, shall be paid for each craft or type of worker needed to execute the contract or to perform such work.

Bid specifications may be obtained beginning July 2, 2024 by visiting the Owner’s website at <https://www.northbrook.info/about/bids-proposals>.

Direct any questions to Kelly Durov, Assistant Director of the Northbrook Public Library, kdurov@northbrook.info.

INSTRUCTIONS TO BIDDERS

A. Examination of Bid Documents

Before submitting a bid, Bidders should read this carefully and inform themselves completely of all details outlined herein. The submission of a bid shall be deemed a representation and certification by the Bidder that:

- Bidder has carefully read and fully understands the information provided by the Northbrook Public Library (“Owner”) to serve as the basis for submission of the bid;
- Bidder has the capability to successfully undertake and complete the responsibilities and obligations of the bid being submitted;
- All information contained in the bid is true and correct;
- Bidder did not, in any way, collude, conspire, or agree, directly or indirectly, with any person, firm, corporation or other Bidder in regard to the amount, terms or conditions of the bid; and
- Bidder acknowledges that the Owner has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Bidder, Bidder grants the Owner permission to make these inquiries, and Bidder shall provide any and all related documentation in a timely manner.

No request for modification of the bid shall be considered after its submission on grounds that Bidder was not fully informed of any fact or condition.

B. Withdrawal of Bids

Any Bidder may withdraw his or her bid by written request, addressed to the Northbrook Public Library specified in Section XIV at any time prior to the Bid Submittal Deadline.

C. Insurance and Bonds

The successful bidder agrees to obtain insurance and bonds as required under the terms of the Independent Contractor Agreement attached to this Bid Packet.

D. Indemnification

In consideration of the award of the Contract and to the fullest extent permitted by law, the Contractor shall waive any right of contribution against the Owner and agrees to defend, indemnify, and hold harmless the Northbrook Public Library, and each of their respective library trustees, directors, officers, officials, employees, volunteers, and agents (collectively all of the foregoing entities and persons are referred to as the “Indemnitees”) from and against from all claims, actions, damages, losses, costs and

expenses incurred to third parties including but not limited to legal fees (including attorney's and paralegals' fees and court costs), arising out of or resulting from the Contractor's operations or its performance of the Work of the Contract which claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use therefrom or is attributable to misuse or improper use of patent, trademark or copyright protected material or otherwise protected intellectual property (ii) and, only to the extent such liabilities, damages, losses, and expenses are caused by any wrongful or negligent act or omission of the Contractor, or any subcontractor or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Nothing herein shall be construed to require the Contractor to indemnify any indemnitee for that indemnitee's own negligence. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which Indemnitees would otherwise have. The Contractor shall similarly defend, indemnify and hold harmless Indemnitees against and from any and all claims, actions, damages, losses, costs and expenses including but not limited to legal fees, incurred by reason of Contractors' breach of any of its obligations under, or Contractors' failure to perform the Work in accordance with any provision of the Contract. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract. The indemnification obligations under this paragraph shall not be limited to in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation or Disability Acts or Employee

F. Taxes

The Owner is exempt from the Illinois Use Tax Act and the Retailer's Occupation Tax.

G. Payment

Payment terms shall be in accordance with the provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. and the provisions of Article 12 of the A105-2007, as modified by the Owner.

H. Freedom of Information Act

Contractor agrees to maintain all records and documents for projects of the Owner in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, the Contractor shall produce, without cost to the Owner, records which are responsive to a request received by the Owner under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Owner and if possible, the Owner shall request an extension so as to comply with the Act. In the event that the Owner is found to have not complied with the Freedom of Information Act based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Owner harmless, and pay all amounts

determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

K. Prevailing Wage

To the extent that the Prevailing Wage Act applies, the Contractor shall comply therewith and pay, and require every Subcontractor to pay, the prevailing rates of wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/01 et seq. Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of Contractor and not at the expense of the Owner. Change orders shall, however, be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records to Owner as required by Statute including certified payroll or, in lieu thereof, a certified letter stating that the Contractor is exempt from the application of the Act. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify Owner against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Owner agrees to notify the Contractor or Subcontractor of the pendency of any such claim, demand, lien or suit. The Illinois Department of Labor publishes the prevailing wage rates on its website at <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. The Contractor is advised that the Department revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. The Contractor shall also: (1) insert into each subcontract and the project specifications for each subcontract, a written stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under the contract; and (2) require each subcontractor to insert into each lower-tiered contract and the project specifications for each lower tiered subcontract, a stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under the contract.

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

The Owner's Board of Trustees may award a contract to the lowest responsive and responsible Bidder. Only bidders who attend the mandatory walk thru shall be eligible for consideration. Upon acceptance of a bid by the Owner's Board of Trustees to the lowest responsible bidder, a notice of award will be issued within 45 days. No bid shall be withdrawn for a period of sixty (60) calendar days after the opening of bids without the consent of the Owner and all bids shall remain open and subject to acceptance during such period or until actual award of bid, or sooner. Contract documents shall consist of the Independent Contractor Agreement attached to this Notice of Meeting Room Audio Visual Upgrades Project Bid and all related attachments, the Successful Bidder's written bid, bonds, the Drawings, the Specifications any Supplemental Plans, Supplemental Specifications, Bulletins, all Addenda issued prior to and all modifications issued after execution of the Independent Contractor's Agreement and a Purchase Order issued by the Owner's Finance Department.

RIGHTS OF THE OWNER

This Notice of Meeting Room Audio Visual Upgrades Bid does not commit the Owner to enter into a contract, nor does it obligate the Owner to pay for any costs incurred in preparation and submission of bids or in anticipation of a contract. The Owner reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all bids;
- Issue subsequent Notices Inviting Bids;
- Postpone contract start date for its own convenience;
- Remedy technical errors in the Notice of Meeting Room Audio Visual Upgrades Project Bid process;
- Approve or disapprove the use of particular sub-contractors;
- Negotiate with any, all or none of the Bidders;
- Cancel the Notice of Meeting Room Audio Visual Upgrades Project Bid and reject any and all bids when it's in the best interest of the Owner;
- Waive informalities and irregularities in the bids;
- Enter into an agreement with another Bidder in the event the originally selected Bidder defaults or fails to execute an agreement with the Owner.

An agreement shall not be valid or binding on the Owner unless and until it is executed by authorized representatives of the Owner and of the Bidder.

PUBLIC NATURE OF BID MATERIALS

Responses to this Notice of Meeting Room Audio Visual Upgrades Project Bid become the exclusive property of the Owner. The Owner shall not in any way be liable or responsible for the disclosure of any such bid or portions thereof, if they are not plainly marked as “Confidential,” “Trade Secret,” or “Proprietary” or if disclosure is required under the Illinois Freedom of Information Act (FOIA). Any bid which contains language purporting to render all or significant portions of the bid “Confidential,” “Trade Secret,” or “Proprietary” may be regarded as non-responsive.

COLLUSION

By submitting a bid, each Bidder represents and warrants that its bid is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Bidder has not directly induced or solicited any other person to submit a sham bid or any other person to refrain from submitting a bid; and that the Bidder has not in any manner sought collusion to secure any improper advantage over any other person submitting a bid.

FAIR DEALING / CONFLICT OF INTEREST

The Bidder warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or shall be offered or given by the Bidder, or any agent or representative of the Bidder to any officer or employee of the City with a view toward securing a recommendation of award or subsequent contract or for securing more favorable treatment with respect to making a recommendation of award.

The Bidder warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract resulting from this Notice of Meeting Room Audio Visual Upgrades Project Bid. The Bidder also warrants that, to the best of its knowledge, no officer, agent or employee of the Owner who shall participate in any decision relating to this Notice of Meeting Room Audio Visual Upgrades Project Bid and the resulting contract, currently has, or shall have in the future, a personal or pecuniary interest in the Bidder’s business.

NON-CONFORMING BID

A bid shall be prepared and submitted in accordance with the provisions of these Notice of Meeting Room Audio Visual Upgrades Project Bid instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a bid may be sufficient grounds for non-acceptance of the bid, at the sole discretion of the Owner.

QUESTIONS REGARDING THE NOTICE OF MEETING ROOM AUDIO VISUAL UPGRADE PROJECT BID

Should discrepancies or omissions be found in this Notice of Meeting Room Audio Visual Upgrades Project Bid or should there be a need to clarify this Notice of Meeting Room Audio Visual Upgrades Project Bid, questions regarding this Notice of Meeting Room Audio Visual Upgrades Project Bid must be put in writing and received by the Owner's contact person identified Section XIV no later than July 17, 2024 (date) 10:00pm CST. Inquiries received after the date and time stated shall not be accepted.

Any interpretations or corrections of the Notice of Meeting Room Audio Visual Upgrades Project Bid shall only be made by an addendum posted online to the Owner's website at <https://www.northbrook.info/about/bids-proposals>. Such addenda shall be considered a part of the Notice of Meeting Room Audio Visual Upgrades Project Bid and must be signed and submitted with the bid.

Oral interpretations or clarifications shall be without legal effect.

Forms

Bid Pricing Forms

BID DUE DATE:

BID TIME: 10:00 AM, local time.

BID TO: **Northbrook Public Library, Civic Room**
1201 Cedar Lane
Northbrook, Illinois 60062

BID FROM:

BID FOR: Notice of Meeting Room Audio Visual Upgrades Project Bid

(BIDDER TO FILL IN)

THE UNDERSIGNED:
Acknowledges receipt of:

_____ Plans and

specifications for the Work indicated above.

Addenda No. _____ Dated: _____

Addenda No. _____ Dated: _____

Addenda No. _____ Dated: _____

Having examined the site of the Work, and having familiarized itself with local conditions affecting the cost of the Work and with all requirements of the bidding documents including Instructions to Bidders, and specifications and duly issued addenda as prepared by the library staff. Limited, hereby agrees to perform all Work and furnish all labor, material and equipment specifically required of itself by the bidding documents and such additional Work as may be included as related requirements in other divisions or sections of the specifications, exclusive of alternate bids.

Agrees:

To furnish and/or install the described material and/or services for a stated lump sum price.

To accept the provisions of the Standard General Conditions of the Construction Contract as amended and specifications and disposition of bid security.

To enter into and execute a contract with the Owner, if awarded on the basis of this bid, and in connection therewith to:

1. Furnish all bonds and insurance required by the bidding documents.
2. Accomplish the Work in accordance with the contract as amended by the Owner.
3. Complete the Work within the contract time herein specified.

Completion Time:

The undersigned agrees to commence and bring all Work under the Contract to Final Completion according to the schedule indicated within this Notice.

Base Bid:

1. For all the Work associated with this project.

The sum of: _____,

Dollars (\$_____)

Subcontractors

Equipment

General Contingency:

This bid shall include in the Base Proposal a construction contingency allowance of Five Thousand Dollars (\$5,000.00), for additional Work that is not defined in the construction documents. The base bid shall not include the cost of any Alternate Bids. This Work may be authorized only by Owner-signed change orders, and the unused amount remaining in this allowance shall be credited to the Owner at the completion of the project by way of deductive Change Order.

Bid Acceptance:

If written notice of the acceptance of this bid is mailed or delivered to the undersigned within the time noted herein, after the date of opening of bids or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute an independent contractor's agreement with the Library. This proposal is binding upon the undersigned for 90 days after the Bid Submittal Deadline.

Company:	
Address:	
Contact Person:	
Contact Person's Telephone:	

Signature for Bidders:

If INDIVIDUAL, sign here:

Signature

Date

Post Office Address

If PARTNERSHIP, sign here:

Partners

Signature

Date

Post Office Address

If CORPORATION, sign here (show names of the non-signing officers)

Name of State Where Chartered

Signature

Date: _____

President

Date: _____

Secretary

Date: _____

Treasurer

Date: _____

Post Office Address

AFTER SIGNING, PLEASE SUBMIT ALL PAGES OF THIS BID PRICING FORM, INCLUDING THE SIGNATURE PAGES AND SUBMIT ALL PAGES OF THE NOTICE OF MEETING ROOM AUDIO VISUAL UPGRADES PROJECT BID.

List of Independent Contractor(S), Subcontractor(S) or Sub Consultant(S), I.E. “Other Contractor”

The following are the independent contractor(s), subcontractor(s) or sub-consultant(s) that Bidder proposes to engage for the following types of work. Any type of work not designated below shall be done by the main Contractor listed on the agreement with the Northbrook Public Library.

Work to be Performed by Other Contractor	Name and Address of Other Contractor	Dollar Value of Agreement

Main Contractor Company:	
Main Contractor Address:	

AFTER COMPLETING, PLEASE SUBMIT ALL PAGES OF THIS LIST OF INDEPENDENT CONTRACTOR(S), SUBCONTRACTOR(S) OR SUB-CONSULTANT (S), I .E. “OTHER CONTRACTOR” AND SUBMIT ALL PAGES OF THE Notice Meeting Room Audio Visual Project Upgrades Project Bid

Reference List

Please list three (3) clients, including one (1) public agency client, along with a very brief description of the work, which the Owner may contact regarding the Contractor's work performance.

Reference 1

Agency / City Name:	
Department:	
Contact Person:	
Telephone:	
Email Address:	
Dollar Value of Agreement:	
Date Range of Agreement:	
Nature of Work Performed:	

Reference #2

Agency / City Name:	
Department:	

Contact Person:	
Telephone:	
Email Address:	
Dollar Value of Agreement:	
Date Range of Agreement:	
Nature of Work Performed:	

Reference #3

Agency / City Name:	
Department:	
Contact Person:	
Telephone:	
Email Address:	
Dollar Value of Agreement:	

Date Range of Agreement:	
Nature of Work Performed:	

AFTER COMPLETING, PLEASE SUBMIT ALL PAGES OF THIS REFERENCE LIST AND SUBMIT ALL PAGES OF THE Notice of Meeting Room Audio Visual Upgrades Project Bid

Certificate of Bidder Eligibility

720 ILCS 5/33E-11 requires that all contractors bidding for public agencies in the State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

The following certification must be signed and submitted with the bidder's bid proposal.
FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

_____, as part of its bid for the Meeting Room Audio Visual Upgrades Project work for the Northbrook Public Library, Cook County, Illinois, certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33-E4.

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This _____ day of _____, 2024.

NOTARY PUBLIC

Certificate of Compliance with Illinois Drug-Free Workplace Act

_____, having 25 or more employees, does hereby certify pursuant to section 3 of the *Illinois Drug-Free Workplace Act* (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the *Illinois Drug-Free Workplace Act* and, further certifies that it is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Drug-Free Workplace Act*.

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This _____ day of _____, 2024.

NOTARY PUBLIC

Certificate Regarding Sexual Harassment Policy

_____, does hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act* (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This _____ day of _____, 2024.

NOTARY PUBLIC

Certificate Regarding Equal Employment Opportunity

_____, does hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act* (775 ILCS 5/2-105) that it has a written equal employment opportunity policy that is in compliance with all terms and conditions of the Equal Employment Opportunity provisions of the Illinois Human Rights Act.

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This _____ day of _____, 2024.

NOTARY PUBLIC

Non-Collusion Affidavit

AFFIDAVIT: "I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than that for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade."

The following affidavit must be signed and submitted with the bidder's bid proposal.
FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

_____, as part of its bid for the Meeting Room Audio Visual Upgrades Project work for Northbrook Public Library certifies that said Contractor is not barred from bidding on the aforementioned contract as a result of a violation of the above Non-Collusion Affidavit.

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This _____ day of _____, 2024.

NOTARY PUBLIC

Illinois Drug Free Work Place Statement

1. Notify employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.2. Specifying the actions that will be taken against employees for violating this provision.
3. Notifying the employees that, as a condition of their employment to do work under the contract with the Library, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the undersigned of any criminal drug stature conviction for a violation occurring in the work place not later than five (5) days after such a conviction.
4. Establishing a drug free awareness program to inform employees about:
 - a. The dangers of drug abuse in the work place.
 - b. The policy of maintaining a drug-free work place.
 - c. Any available drug counseling, rehabilitation or employee assistance program.
 - d. The penalties that may be imposed upon an employee for drug violations.
5. The undersigned shall provide a copy of the required statement to each employee engaged in the performance of the contract with the library, and shall post the statement in a prominent place in the work place. 6. The undersigned will notify the Library within ten (10) days of receiving notice of an employee's conviction.
7. Make a good faith effort to maintain a drug free work place through the implementation of these policies.
8. The undersigned further affirms that within thirty (30) days after receiving notice of a conviction of a violation of the criminal drug statue occurring in the work place, he shall:
 - a. Take appropriate action against such employee up to and including termination; or
 - b. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposed by a federal, state, or local health, law enforcement, or other appropriate agency.

IT IS EXPRESSLY UNDERSTOOD THAT THE FOREGOING STATEMENTS AND REPRESENTATIONS AND PROMISES ARE MADE AS A CONDITION TO THE RIGHT OF THE BIDDER TO RECEIVE PAYMENT UNDER ANY AWARD MADE UNDER THE TERMS AND PROVISIONS OF THIS BID.

PRINTED NAME

SIGNATURE:

TITLE: _____

DATE: _____

DRAFT
INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is made and entered into as of the ___ day of _____, 2024 by and between the Northbrook Public Library (“**Library**”), an Illinois public library with its offices located at 1201 Cedar Lane, Northbrook, Illinois 60062, and _____ (“**Contractor**”), an Illinois corporation with its principal place of business located at _____. (For conveniences, the Library and Contractor may be referred to individually as “**Party**” and collectively as “**Parties**.”)

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Library and the Contractor agree as follows:

1 **Work.**

The Library is engaging the Contractor to provide Meeting Room Audio Visual Upgrades specified in the Scope of Work and the Contractor’s Bid Proposal (“**Work**”) as set forth in **Exhibit A**, which is attached hereto and made a part hereof, pursuant to the terms and conditions of this Agreement. The Contractor represents it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the Work in accordance with the standards of practice, care, and diligence practiced by recognized companies or firms performing services of a similar nature in existence at the time of performance. The representations and certifications expressed are in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are reserved to the Library.

2 **Compensation**

2.1 **Pricing.** In consideration for the Contractor’s performance of the Work, the Library will pay Contractor pursuant to the price schedule set forth in **Exhibit B**, which is attached hereto and made a part hereof.

2.2 **Invoicing.** Contractor shall submit invoices to the Library for the Work monthly. The amount billed in any such invoice shall be based on the pricing set forth in **Exhibit B**. The Library shall pay to the Contractor the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)

2.3 **Records.** The Contractor shall maintain records showing actual time devoted and costs incurred and shall permit the authorized representative of the Library to inspect and audit all data and records of the Contractor for the Work performed under the Agreement. The records shall be made available to the Library at reasonable times with advance notice during the Agreement period, stating with specificity the records request, and for three years after the termination of the Agreement.

2.4 **Additional Services.** The Contractor shall not perform or charge the Library for any services outside the scope of this Agreement without the express written authorization of the Library.

3 **Confidentiality**

3.1 **Definitions.** The term "Confidential Information" shall mean information in the possession or under the control of the Library relating to the technical, business or corporate affairs of the Library; Library property; user information, including, without limitation, any information pertaining to usage of the Library's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Library Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Contractor from a source other than the Library prior to the time of disclosure of said information to the Contractor under this Agreement ("Time of Disclosure"); (ii) becomes publicly known through no fault of Contractor (iii) to have been in the public domain prior to the Time of Disclosure; (iv) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Contractor or the Library; (v) to have been supplied to the Contractor after the Time of Disclosure without restriction by a third party who is under no obligation to the Library to maintain such information in confidence; (vi) is available to visitors that use the Library; or (vii) are provided by the Library to the Contractor and are not marked "Confidential".

3.2 **No Disclosure of Confidential Information by Contractor.** The Contractor acknowledges that it shall, in performing the Work for the Library under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Contractor shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information, except in the performance of the Work, without express prior written consent of the Library. The Contractor shall use reasonable measures, at least as strict as those the Contractor uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Contractor to execute a non-disclosure agreement before obtaining access to Confidential Information. Any such agreement shall also name the Library as a third-party beneficiary.

4 **Term**

4.1 **Term.** This Agreement shall terminate upon completion of the Contractor's Work and the Library's satisfactory acceptance of the Work.

4.2 **Time of Performance.** The Contractor shall commence the Work immediately upon receipt of written notice from the Library that this Agreement has been fully executed by the Parties. The Contractor shall diligently and continuously perform the Work until the completion of the Work, or until the Agreement is terminated pursuant to the provisions of this Agreement.

5 **Termination**

5.1 **Termination for Convenience.** Notwithstanding any other provision in this Agreement, the Library may terminate the Agreement, for any reason, upon providing the Contractor at least thirty (30) days prior written notice, unless the Agreement is sooner terminated by the Library because of the Contractor's material breach of the

Agreement. In the event this Agreement is terminated by the Library for convenience, the Contractor will only be paid for Work actually performed and reimbursable expenses actually incurred, if any, prior to the termination date. The Contractor may terminate the Agreement, but only upon providing at least ninety (90) days prior written notice to the Library.

5.2 Termination for Material Breach. Either Party may terminate this Agreement for cause upon written notice to the other following a material breach of a material provision of this Agreement by such other Party if the breaching Party does not cure such breach within twenty (20) calendar days of receipt of written notice of such breach from the non-breaching Party. In the event that this Agreement is so terminated, the Contractor shall be paid for Work actually performed and reimbursable expenses actually incurred, if any, prior to termination.

5.3 Default. If the Contractor has failed or refused to perform, or has delayed in the performance of the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Work or any other requirement of this Agreement, through no fault of Library ("Event of Default"), and fails to cure any such Event of Default within fourteen (14) calendar days after the Contractor's receipt of written notice of such Event of Default from the Library, stating with specificity the Event of Default, and suggesting a reasonable cure, then the Library shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

A. Cure by Contractor. The Library may require the Contractor, within a reasonable time, to complete or correct all or any part of the Work that are the subject of the Event of Default; and to take any or all other action necessary to bring the Contractor and the Work into compliance with this Agreement.

B. Termination of Agreement by Library. The Library may terminate this Agreement without liability for further payment of to become due under this Agreement.

C. Withholding of Payment by Library. The Library may withhold from any payment, whether or not previously approved, or may recover from the Contractor, any and all costs, including reasonable attorneys' fees and administrative expenses, incurred by the Library as the result of any Event of Default by the Contractor or as a result of actions taken by the Library in response to any Event of Default by the Contractor.

6 **Insurance.**

6.1 Contractor shall, at its sole cost and expense, at all times during the term of this Agreement maintain insurance of the following character:

1. General comprehensive public liability insurance (inclusive of umbrella coverage) against claims for bodily injury, death, or property damage with such insurance to afford protection of not less than \$3,000,000 with respect to bodily injury or death to all persons in any one accident, and not less than the replacement value with respect to property damage in any one occurrence, subject to inflationary increases as required by Library at Library' reasonable discretion in view of what is customary in the local market, or such other amounts in excess of

the amounts set forth above as Library shall reasonably request.

2. Commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident subject to inflationary increases as required by Library or such other amounts in excess of the amounts set forth above as Library shall reasonably request.

3. Workers' compensation and employers liability insurance not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease subject to inflationary increases as required by Library or such other amounts in excess of the amounts set forth above as Library shall reasonably request.

6.2 Such insurance shall be written by companies of recognized financial standing which are "A-" rated or better by a national rating agency and are legally qualified to issue such insurance in the State of Illinois, and Contractor shall provide Library with certificates of insurance, naming as the insured parties thereunder, Library, or its assigns, and Contractor, as their interests may appear. Such insurance may be obtained by Contractor by endorsement on its blanket insurance policies, provided that (a) such blanket policies satisfy the requirements specified herein and (b) Library shall be furnished with the certificate of the insurer to the effect that (c) the amount of insurance is not less than the amount required by this Section. Library shall not be required to prosecute any claim against any insurer or to contest any settlement proposed by any insurer, provided that Contractor may, at its cost and expense, prosecute any such claim or contest any such settlement, and in such event Contractor may bring any such prosecution or contest in the name of Library, Contractor, or both, and Library shall cooperate with Contractor and will join therein at Contractor's written request upon receipt by Library of an indemnity from Contractor against all costs, liabilities, and expenses in connection with such cooperation, prosecution, or contest.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 01, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Library shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 11 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Library. Any insurance or self-insurance maintained by Library shall be excess of Contractor's insurance and shall not contribute with it.

If Library has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 11 under the Commercial General and Umbrella Liability Insurance required in this Agreement, Contractor waives all rights against Library and their officers, officials, employees, volunteers, and agents for recovery of damages arising out of or incident to Contractor's performance under this Agreement. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Library for all activities of the Contractor, its employees, agents, and subcontractors.

6.3 Contractor shall deliver to Library promptly after the execution and delivery of this Agreement the original or duplicate policies or certificates of insurers satisfactory to Library evidencing all the insurance which is then required to be maintained by Contractor hereunder, and Contractor shall, within thirty (30) days prior to the expiration of any such insurance, deliver other original or duplicate policies or other certificates of the insurers evidencing the renewal of such insurance. Should Contractor fail to effect, maintain, or renew any insurance provided for herein, or to pay the premium therefor, or to deliver to Library any of such policies or certificates, Library, at their option, but without obligation so to do, may procure such insurance, and any sums expended by it to procure such insurance shall be reduced from the amount owed for services by Library under this Agreement. Such insurance policy(ies) shall contain a provision that such policy(ies) shall not be canceled or reduced in scope without thirty (30) days prior written notice to Library.

7 **Indemnification of Library by Contractor**

The Contractor shall, without regard to the availability or unavailability of any insurance, either of the Library or the Contractor, indemnify, save harmless, and defend the Library, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with, the Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Contractor, except to the extent caused by the sole negligence of the Library. The Contractor's maximum liability for any claimed damages shall not exceed the terms of the policy of insurance carried by the Contractor as required under the terms of this Agreement.

8 **Indemnification of Service Provider by Library.**

The Library shall, without regard to the availability or unavailability of any insurance, either of the Library or the Contractor, indemnify, save harmless, and defend the Contractors, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with, the Library's failure to perform, except to the extent caused by the sole negligence of the Contractor.

9 **Warranty**

The Contractor warrants that the Work shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized information technology service provider or firms in performing services of a similar nature in existence at the time of performing the Services, The warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Library.

10 **General**

10.1 **Relationship of the Parties.** The Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Library and Contractor; or (ii) to create any relationship between the Library and any subcontractor of the Contractor.

10.2 **Third-Party Beneficiary.** No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation other than the Contractor shall be made or be valid against the Library.

10.3 **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is executed in writing by both Parties.

10.4 **Assignment.** This Agreement may not be assigned by the Contractor without the prior written consent of the Library, which the Library may elect to withhold in its sole discretion.

10.5 **Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

10.6 **No Additional Obligation.** The Parties acknowledge and agree that the Library is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Contractor or with any vendor solicited or recommended by the Contractor.

10.7 **Mutual Cooperation.** The Library agrees to cooperate with the Contractor in the performance of the Work, including meeting with the Contractor and providing the Contractor with such confidential and non-confidential information that the Library may have that may be relevant and helpful to the Contractor's performance of the Work. The Contractor agrees to cooperate with the Library in the performance of the Work to complete the Work and with any other contractors engaged by the Library.

10.8 **Governing Law and Venue.** This Agreement shall be governed and interpreted according to the laws of the State of Illinois. Any action arising under this Agreement must be brought exclusively in the Circuit Court of Cook County.

10.9 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Library and the Contractor with respect to the subject matter of this Agreement.

10.10 **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

10.11 **Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the

remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated, to the fullest extent permitted by law.

10.12 Compliance with Laws. Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Contractor's, or its subcontractors', performance of, or failure to perform, the Work or any part thereof. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

10.13 Intellectual Property. The Contractor acknowledges and agrees that all trademarks, service marks, logos, tradenames, and images ("Library Materials") provided by the Library to the Contractor for use in performing the Work created by Contractor are the sole and exclusive property of the Library. The Contractor acknowledges that this Agreement is not a license to use Library Materials except as needed to perform the Work hereunder. If applicable, to the extent the Contractor has agreed to obtain and/or license Third-Party Materials on behalf of the Library, the Contractor shall obtain a license for the Library to use the Third-Party Materials as part of the Work for the specified purpose. "Third-Party Materials" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Contractor for the benefit of the Library. It is expressly understood that, excluding the Library Materials and Third-Party Materials, the Library and the Contractor may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Service Provider in providing Services hereunder.

10.14 Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, records, opinions, communications, digital files, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Contractor in connection with any or all of the Work to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Library. At the Library's request, or upon termination of this Agreement, the Contractor shall cause the Documents to be promptly delivered to the Library, in original format or a suitable electronic format acceptable to the Library.

10.15 Time. Time is of the essence in the performance of this Agreement.

10.16 Conflict Between Agreement and Exhibits. In the event of a conflict between the Agreement and either Exhibit A and/or Exhibit B of this Agreement, the text of this Agreement shall control.

10.17 **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

10.18 **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

10.19 **Freedom of Information Act.** Contractor may possess certain public records that may be subject to disclosure, in whole or in part, pursuant to records requests submitted pursuant to the Freedom of Information Act, 5 ILCS 140/1, *et seq.* ("FOIA"). Contractor agrees to timely cooperate with the Library and by produce records responsive to a FOIA request within Contractor's possession or custody to the Library, so the Library may comply with FOIA request within the time limits specified in FOIA. If additional time is necessary to compile records in response to a request, then Contractor shall promptly so notify the Library and if possible, the Library shall request an extension so as to comply with FOIA. In the event the Library is found to have not complied with FOIA due to Contractor's failure to produce documents or otherwise appropriately respond to a request under FOIA, then Contractor shall indemnify and hold the Library harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

10.20 **Sexual Harassment Policy.** The Contractor certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 512-105(A)(4).

10.21 **No Collusion.** The Contractor represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the 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, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Contractor represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Library prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the Library for all loss or damage that the Library may suffer, and this Agreement shall, at the Library's option, be null and void.

10.22 **Notice.**

- a. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom

addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Library shall be addressed to, and delivered at, the following address:

Northbrook Public Library
Attn: Kelly Durov
1201 Cedar Lane
Northbrook, Illinois 60062
Email: kdurov@northbrook.info

With a copy to:

Ancel Glink, P.C.
Attn: W. Britton Isaly
140 S. Dearborn Street, 6th Floor
Chicago, Illinois 60603
Email: Blisaly@ancelglink.com

Notices and communications to the Contractor shall be addressed to, and delivered at, the following address:

Contractor

With a copy to:

Contractor's Attorney

Any notice of breach, or anticipatory breach, shall be provided to the Contractor.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

[INDEPENDENT CONTRACTOR]

NORTHBROOK PUBLIC LIBRARY

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

“WORK”

[ATTACH SCOPE OF SERVICES & INDEPENDENT CONTRACTOR’S PROPOSAL]

EXHIBIT B
“PRICING”