

# **REQUEST FOR PROPOSAL (RFP)**

## **Champaign Public Library Audiovisual Equipment & Installation**

### **Contact**

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Title: Technology Manager  
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### **Project Timeline**

Publication Date: February 26, 2020  
Questions Due: March 11, 2020, 5:00 PM CST  
Responses Due: March 31, 2020, 5:00 PM CST  
Estimated Vendor Selection: April 24, 2020

Start Date: May 1, 2020  
End Date: no later than December 31, 2020

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# 1. GENERAL PROVISIONS

## 1.1 Standard Terminology

The term "Library" refers to the City of Champaign Public Library. A prospective Contracting Agency will be referred to as the "Vendor", "Bidder" or "Contractor". "Proposal" or "Bid" shall refer to all proposals, bids, quotes, and/or qualifications submitted in response to the Request. "Time" shall refer to all time limits designated as days within these documents and shall be interpreted to mean calendar days unless otherwise specified. A calendar day is every day on the calendar.

## 1.2 Vendor Questions

ALL questions pertaining to this Request (RFP or RFQ) must be submitted in writing prior to the Question Due date listed on the cover page to:

Amy Al-Shabibi  
Technology Manager  
Champaign Public Library  
200 W. Green Street  
Champaign, IL 61820  
Phone: 217-403-2050  
Email: [aal-shabibi@champaign.org](mailto:aal-shabibi@champaign.org)

Vendors are prohibited from contacting staff of the Library regarding this Request except as specifically set forth herein. Failure to comply with this provision may result in rejection of any or all proposals.

## 1.3 General Instructions

- A. All proposals should follow the format described in this Section and in "Content and Format" Section of this Request. Vendor shall provide information requested by this Request in a direct and concise manner. Responses shall refer directly to section numbers in this Request and meet or exceed the requirements as described.
- B. The requirements stated herein are mandatory unless stated otherwise. It should be understood that failure to respond to a specific requirement may be the basis for eliminating a Vendor from consideration during comparative evaluation of proposals.
- C. The Library reserves the right to accept or reject any or all proposals, or portions thereof.
- D. When a package proposal is made for a package price, the package price shall be taken to include all items referenced in the package.

- E. The Vendor may submit multiple proposals involving various methods of meeting proposal objectives. However, each submitted proposal shall be complete in every respect and marked as Proposal No. 1, No. 2, etc. on the cover page.
- F. Subsequent to receipt of proposals, the Library or its authorized representative may require the Vendor to make oral presentations or to respond to telephone calls or clarify its Proposal.
- G. Section and subsection numbering should be in a consistent format using the numbers indicated in the "Content and Format" section of the Request and beginning each section on a new page.
- H. All proposals submitted in response to this Request shall be irrevocable for a period of One Hundred Twenty (120) days after the Proposal due date and may not be withdrawn by the Vendor during this period. After such time has elapsed, the Vendor may withdraw the proposal if it has not been selected prior to the request to withdraw. Such withdrawal shall be requested in writing.

#### **1.4 Content and Format**

Proposals may be submitted online through email or in hard copy. If submitting hard copies, an original plus the required number of copies of the proposal shall be submitted along with all required documentation. The original and copies of the proposal shall be packaged separately and securely bound and sealed. Each shall show the name and address of the Vendor submitting the proposal on the front cover.

All proposals should include the following in the order listed. Each section should be labeled.

Section 1.      **Vendor Information:**

- (A) Name, address, phone number, email and website of the Vendor;
- (B) Name of the contact person for the Vendor;
- (C) A brief company profile describing the chain of command for each person assigned to the project. Document the availability of all persons assigned to the project and whether the Vendor has sufficient resources to complete the project within the Library's time constraints.
- (D) A Statement of Qualifications, including a narrative or other statement by the firm of its qualifications for the proposed project.

Section 2.      **References:**

List of at least three (3) references that may be contacted, to whom the Vendor has provided the same or similar products and/or services to those requested in this Request.

Include the name, address, phone number, email address, website and a contact person for each reference. Also include a brief description of the services rendered for the reference.

Section 3.      **Acknowledgments:**

Acknowledgment of any response to questions or addenda sent by the Library. Should the Library issue any addenda to the Request for Proposals, the Vendor shall submit acknowledgement of receipt of the addenda in their proposal and the proposal shall be based on all addenda. Any addenda issued by the Library shall be considered part of the proposal documents and failure to submit acknowledgement of the receipt of all addenda may be cause for the City to reject the proposal.

Section 4.      **Proposal Information:**

- (A)      Address each and every requirement listed in the Specifications by providing:
  - (i)      An overview of the proposal
  - (ii)     Detailed technical response
  - (iii)    Detailed costs
- (B)      Proposal Form(s) if provided by the Library.

Section 5.      **Contract Documents:**

The selected Vendor will be required to execute an original contract with the Library in substantially the form provided. The person or persons signing on behalf of the selected Vendor must be authorized by said Vendor to sign such a contract. If the person signing for the Vendor is not a corporate officer in the case of a corporation, a partner in the case of a partnership, or a member in the case of an LLC, then the Vendor shall provide documentation of that person's authority to execute the contract on behalf of the Vendor. Acceptable documentation of said authority shall include a resolution adopted by the board of the business entity in question or bylaws of that entity granting said authority, or a cover letter signed by a corporate officer, a partner or a member as the case may be, granting said authority.

A full and valid complement of all standard Vendor warranties should be included. The contract documents shall incorporate all requirements required in this Request and all elements of the Vendor's proposal. The vendor's contract shall state that in the event of a conflict between the requirements of this Request or the Vendor's contract, the Request requirements shall govern.

Section 6.      **Additional Contract Documents:**

The Vendor shall submit the following additional documents with the Proposal:

- (A)      Disclosure Affidavit
- (B)      Dual Representation Affidavit

**1.5 Evaluation Criteria**

The Library will conduct an evaluation of the proposal(s) submitted. The evaluation will be based on at least the following criteria; however, not necessarily in the order provided or with equal weight given to each criterion. The Library reserves the right to select the Vendor that it deems most suitable, in its sole discretion.

The Vendor will be evaluated based on:

- A.      Compliance with the Request requirements;
- B.      Cost of the specified items or services; and
- C.      Other criteria as set forth below:
  - (1)      The ability, capacity, and skill of the Vendor to perform the contract or provide the service required;
  - (2)      The capacity of the Vendor to perform the contract or provide the service promptly or within the time specified, without delay or interference;
  - (3)      The character, integrity, reputation, judgment, experience and efficiency of the Vendor including but not limited to past performance record; default under previous contracts, whether or not such contracts were with the Library; competency; and failure to pay or satisfactorily settle all bills due for labor and material on former contracts;
  - (4)      The quality of performance by the Vendor of previous contracts;
  - (5)      The previous and existing compliance by the Vendor with laws and ordinances relating to the contract;
  - (6)      The sufficiency of the financial resources and financial ability of the Vendor to perform the contract;
  - (7)      The quality, availability and adaptability of the supplies, machinery, plant or other equipment or contractual services to the particular use required;
  - (8)      The ability of the Vendor to provide future maintenance and service for the use of the subject of the contract, including guarantees;
  - (9)      Whether the Vendor is entitled to Local Preference pursuant to Section 12.5-34 of the Champaign Municipal Code, 1985 as amended;

- (10) The information learned from the references provided by the Vendor in response to this Request, including information related to past performance;
- (11) Whether the proposal submitted meets the instructions, requirements, and specifications set forth in the request for proposals or qualifications and related documents.

## **1.6 Customer Service**

The Library expects the Vendor to deliver a high level of customer service regarding the manufacture, delivery, and installation of any equipment and the provision of any service to the Library, its employees and its customers.

## **1.7 Rights to Submitted Materials**

All proposals, responses, inquiries, or correspondence relating to or in reference to this Request, and all reports, charts, displays, and other documentation submitted by the Vendor shall become the property of the Library when received and shall not be returned to the Vendor. The Library reserves the right to use the material or any ideas submitted in this proposal in response to the Request whether amended or not. Selection or rejection of any proposal does not affect this right.

## **1.8 Public Records and Requests for Confidential Treatment**

Proposals become the property of the Library and, along with late submissions, will not be returned to the proposing party. Your proposal will be open to the public under the Illinois Freedom of Information Act ("FOIA") (5 ILCS 140) and other applicable laws and rules, unless you request in your proposal that City treat certain information as exempt.

A request for confidential treatment will not supersede the Library's legal obligations under FOIA. The Library will not honor requests to exempt entire proposals, and it shall be your responsibility as the proposing party to show the specific grounds under FOIA or other law or rule that support exempt treatment. Regardless the application of any exemptions pursuant to FOIA or other law or rule, the Library shall disclose the successful proposer's name, the substance of the proposal, and the price.

If you request exempt treatment of a portion(s) of your proposal, you must submit an additional copy of your proposal with such exempt information deleted. This copy must state the general nature of the material redacted and shall retain as much of the proposal as possible. You, the proposing party, shall be responsible for any costs associated with the Library's defense of your request for exempt treatment. Further, you agree to allow the Library to facilitate evaluation, or to respond to requests for public records. Additionally, you warrant that the copy or duplication of your proposal pursuant to a request for public records will not violate the rights of any third party.

## **1.9 Proprietary Information**

Any restrictions on the use of information contained within a proposal shall be clearly stated as such within the proposal. The Library will only be able to comply with a request for confidentiality to the extent allowed by law.

## **1.10 Prevailing Wage Act – Davis-Bacon Act**

- A. This contract is subject to the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq), as amended to date, unless superseded by the Davis-Bacon Act or otherwise stated. The City of Champaign has adopted the prevailing wage rates established by the Illinois Department of Labor. A copy of the prevailing wage rates as determined by the City of Champaign, Illinois, is available from the City Clerk's Office, City of Champaign, 102 North Neil Street, Champaign, Illinois or on the Department of Labor's website at <https://www2.illinois.gov/idol>. The Vendor shall pay its workers not less than the prevailing rates so determined and comply with the Act's requirements, including, but not limited to, the keeping of accurate records showing the names and occupation of all laborers, workers and mechanics employed on this contract. The records shall show the actual hourly wages paid to each such person. Should the rates change during the contract period, the Vendor shall pay its workers not less than the rates in effect.
- B. To the extent it is applicable, the Vendor shall comply with the Federal Davis-Bacon Act rather than the Illinois Prevailing Wage Act referred to above.

## **1.11 Acceptance of Proposal Content**

The contents of the proposal or parts thereof selected by the Library will be incorporated into the final Contract Documents to the extent they comply with this Request.

## **1.12 Cost of the Vendor to Respond to Request**

The Library is not responsible for any cost incurred by a Vendor in the process of responding to this Request or for any pre-contract costs incurred by any Vendor participating in the selection process.

## **1.13 Public Advertising**

The Vendor is specifically denied the right to use the name of the City of Champaign or Champaign Public Library for public advertising or reference in any form or medium without the express written permission of the City of Champaign and the Champaign Public Library.

#### **1.14 Termination**

The Library reserves the right to terminate the selection process at any time, to reject any or all proposals and to award the contract in the best interest of the Library.

#### **1.15. Local Preference**

Local Vendors may be given a preference depending on the amount of the contract and the amount of the difference between the proposal of the lowest responsible local Vendor and that of the lower, responsible, non-local Vendor, as provided in Section 12.5-34 of the Champaign Municipal Code, 1985, as amended.

Proposals **must** be submitted electronically via email or in hard copy to the contact listed above at or before the date and time specified to receive full consideration.

**The Champaign Public Library reserves the right to waive technicalities or to accept or reject any proposal or combination of proposals based upon the Library's determination of its best interest.**

## 2. SPECIFICATIONS

### 2.1 Introduction

The Champaign Public Library is seeking proposals from qualified vendors for new Audiovisual (AV) infrastructure at our main building, located at 200 West Green Street, Champaign, IL 61820. The Champaign Public Library is asking for individual proposals for each Area (Area 1, Area 2, and Area 3) as well as a grand total for all Areas. More information on each Area is provided below.

The prospective responses to this Request would include all hardware, software, labor, annual fees, and training necessary to implement a turnkey solution that will streamline audiovisual use, setup, and management processes for meeting/program rooms used by library staff and the general public. Proposals should include installation and programming, necessary hardware, cables, or other components, and testing, calibration, staff training, and documentation. Proposals should also include removal and disposal of existing AV technology in each of the Areas.

The information herein represents the best working knowledge available to date. The information and specifications are subject to change at the library's discretion should updated data become available.

### 2.2 Requirements/Goals

This proposal should bring the library's AV system up to current acceptable standards with room for growth. The system needs to:

- Be easily managed.
- Allow Rooms A and B to be used separately or combined as needed.
- Distribute video and audio signal to other projectors and TV's in the building.
- Allow for recording and livestreaming of events.
- Improve sound quality and projected image quality in each meeting room.

All rooms should be equipped with a programmable touch screen control that is intuitive and easy to use by members of the public and staff. It should offer a menu of preselected options that control, where applicable: projector, TV, microphone(s), room volume, motorized projection screen, and motorized window screens, and lights.

Each Area should be costed separately.

## 2.3 Minimum Product and Vendor Requirements

- All proposed equipment shall be new, factory-sealed equipment currently available from the manufacturer; the Library will not accept proposals of used, remanufactured, refurbished, “B stock,” returns, open-box, discontinued, “gray market,” or equipment in any condition other than new and factory-sealed with all original manufacturer warranties.
- Pricing: Each line item on proposal should clearly list quantity, manufacturer, part number, description, unit price and extended price.
- Please list labor and annual subscription or maintenance fees separately.
- Vendors must provide complete documentation, including diagrams, instruction manuals, etc. at the completion of the project.
- Vendors should plan on doing some of the work outside of the normal opening hours of the Champaign Public Library. Current hours are 9-9 M-Thu, 9-6 Fri & Sat, and 12-6 Sunday.

## 2.4 Current AV Infrastructure

### **Area 1: Robeson Pavilion Multipurpose Rooms**

**Room A** – contains (1) Projector, (1) Motorized screen, (1) wall plate with HDMI and VGA, (3) XLR jacks, (2) pair ceiling speakers. Room A can be used separately, or combined with Room B.

**Room B** – contains (1) Projector, (1) Motorized screen, (1) wall plate with HDMI and VGA, (3) XLR jacks, (2) pair ceiling speakers. Room B can be used separately, or combined with Room A.

**Room C** – contains (1) Projector, (1) Motorized screen, (1) wall plate with HDMI and VGA.

**Café seating** – contains (1) large screen television screen, (2) ceiling speakers in café seating area.

### **Area 2: Conference Rooms on Second Floor**

**Busey Bank Conference Room** – contains (1) Projector, (1) Motorized screen, (1) in-table plate with HDMI and VGA.

**Friends Conference Room** – contains (1) Projector, (1) Motorized screen, (1) in-table plate with HDMI and VGA.

**Area 3: Nate & Lillie Children’s Program Room** – contains (1) Projector, (1) Motorized screen, (1) wall plate with HDMI and VGA, (1) XLR jacks, (2) pair ceiling speakers.

## 2.5 Desired AV Infrastructure

### Area 1: Robeson Pavilion Multipurpose Rooms A, B, & C & Cafe

- (2) Crestron 2x210W commercial power amplifiers, one for room A/B and one for the café/Room C.
- Equipment should be housed in rack located in storage room off of room B.
- (4) Portable Assistive Listening Devices with base transmitter, such as Listen Tech LP-3CV-072-01.

#### Room A

- (3) Pair ceiling tile speakers, such as JBL Pro 2x2 lay in ceiling tile speakers 70v.
- (2) Hand held wireless system such as Sure, includes BLX4 single channel receiver, BLX/PG58 handheld transmitter.
- (1) high quality full HD lamp-less laser projector, such as Panasonic SOLID SHINE laser, 1 chip DLP projector WUXGA, full HD, 16:10 6200 lumens, 10,000:1 contrast ratio.
- (1) 4K/UHD two-input wall plate switcher for HDMI and USB-C, such as Atlona.
- (1) Transmitter (Power Device) such as Atlona 4K/UHD 100< HDBaseT.
- (1) Programmable touch screen AV control should be
  - Intuitive & easy to use for members of the public.
  - Able to control input selection, screen position, microphone and room volume, and have a timer to shut the projector down after a certain amount of time.

#### Room B

- (3) Pair ceiling tile speakers, such as JBL Pro 2x2 lay in ceiling tile speakers 70v.
- (2) Hand held wireless system such as Sure, includes bLX4 single channel receiver, BLX/PG58 handheld transmitter.
- Ability to connect an mp3 player without using the projector.
- (1) high quality full HD lamp-less laser projector, such as Panasonic SOLID SHINE laser, 1 chip DLP projector WUXGA, full HD, 16:10 6200 lumens, 10,000:1 contrast ratio.
- (1) two-input wall plate switcher for HDMI and USB-C, such as Atlona 4K/UHD.
- (1) Transmitter (Power Device) such as Atlona 4K/UHD 100< HDBaseT.
- (1) Programmable touch screen AV control should be
  - Intuitive & easy to use for members of the public.
  - Able to control input selection, screen position, microphone and room volume, and have a timer to shut the projector down after a certain amount of time.

#### Room C

- (4) Pair ceiling tile speakers, such as JBL Pro 2x2 lay in ceiling tile speakers 70v.
- (2) Hand held wireless system such as Sure, includes bLX4 single channel receiver, BLX/PG58 handheld transmitter.
- Ability to connect an mp3 player without using the projector.
- (1) high quality full HD lamp-less laser projector, such as Panasonic SOLID SHINE laser, 1 chip DLP projector WUXGA, full HD, 16:10 6200 lumens, 10,000:1 contrast ratio.
- (1) two-input wall plate switcher for HDMI and USB-C, such as Atlona 4K/UHD.
- (1) Transmitter (Power Device) such as Atlona 4K/UHD 100< HDBaseT.
- (1) Programmable touch screen AV control should be
  - Intuitive & easy to use for members of the public.

- Able to control input selection, screen position, microphone and room volume, and have a timer to shut the projector down after a certain amount of time.

#### **Café seating area**

- (1) Pair ceiling tile speakers, such as JBL Pro 2x2 lay in ceiling tile speakers 70v.
- Speakers and TV to be linked as part of overflow from room A/B.

### **Area 2 (Two Conference Rooms)**

#### **Busey Bank Conference room**

- (1) LED commercial display such as LG 86" 4K Ultra HD.
- (1) Tilting wall mount for video display with micro adjustments and in wall storage box (Chief Mfg.).
- (1) Keypad with custom button interface (Crestron Horizon).
- 4K/UHD 5 input HDMI/HDBaseT w/Mirrored HDMI/HDBaseT Outputs (Atlona).
- 4K/UHD two-input wall plate switcher for HDMI and USB-C (Atlona).
- 4K/UHD 100< HDBaseT Transmitter (Power Device) (Atlona).
- Control system home run.
- (2) Pair ceiling tile speakers, such as JBL Pro 2x2 lay in ceiling tile speakers 70v (optional).

#### **Friends Conference Room**

- Replace existing projector and mount with LED commercial display such as LG 86" 4K Ultra HD.
- Tilting wall mount for video display with micro adjustments and in wall storage box (Chief Mfg.).
- Keypad with custom button interface (Crestron Horizon).
- 4K/UHD 5 input HDMI/HDBaseT w/Mirrored HDMI/HDBaseT Outputs (Atlona).
- 4K/UHD two-input wall plate switcher for HDMI and USB-C (Atlona).
- 4K/UHD 100< HDBaseT Transmitter (Power Device) (Atlona).
- System install, including any hardware, cables, wiring, or custom components necessary.
- Control system home run.
- (2) Pair ceiling tile speakers, such as JBL Pro 2x2 lay in ceiling tile speakers 70v (optional).

### **Area 3: Children's Program Room**

#### **Nate & Lillie Story Room**

- (1) LED commercial display such as LG 86" 4K Ultra HD.
- (1) Tilting wall mount for video display with micro adjustments and in wall storage box (Chief Mfg.).
- Keypad with custom button interface (Crestron Horizon).
- 4K/UHD two-input wall plate switcher for HDMI and USB-C (Atlona).
- 4K/UHD 100< HDBaseT Transmitter (Power Device) (Atlona).
- System install, including any hardware, cables, wiring, or custom components necessary.
- Control system home run.
- Testing, calibration, training, and documentation.

# PROPOSAL FORM

Item or Services Sought: Audiovisual Equipment and Installation
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1. The undersigned submits the following proposal for the items or services as requested in the above-referenced RFP.
2. Vendor offers to supply all items or services required by the Contract Documents and the RFP for the amount set forth in Section II below and as further described in the Proposal.
3. The undersigned has familiarized himself/herself/itself with all of the conditions affecting the contract and the detailed requirement of performance, and understands that in making this proposal, the Vendor waives all right to plead any misunderstanding regarding the same.
4. The undersigned further agrees to perform the work in such manner and with sufficient materials, equipment and labor as will ensure its completion in accord with all expectations as set forth in the Request and Contract Documents.
5. I certify that this Proposal has been prepared under my personal supervision and with my full knowledge. I propose to furnish only those items of service specified. I will not petition the Library for a substitution of the specified services, unless previously approved in accordance with the RFP/RFQ.
6. Vendor further agrees that this proposal may not be withdrawn from consideration for a period of One Hundred Twenty (120) days from the proposal due date.
7. The undersigned acknowledges receipt of the following addenda:

ADDENDA NO.	DATE OF ADDENDA

8. I hereby attach any and all warranty documents, affidavits, and all other materials required by the specifications.

I. <i>(Please Type or Print)</i>	
Name and Address of Vendor:	_____
	_____
Contact Person:	_____
Phone:	_____
Fax and Email:	_____
II.	
Total Proposal Amount:	
III.	
Delivery/Completion Date:	_____

BY: \_\_\_\_\_  
(Signature)

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

If a corporation, affix seal

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

# DISCLOSURE AFFIDAVIT

(NOTE: This Affidavit must be completely filled out and signed. This Affidavit assists the Library in making determinations relative to conflict of interest and other laws.) (Fill in state and county in which affidavit is being signed)

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

I, the undersigned, being duly sworn, do state as follows:

**SECTION 1. BUSINESS STATUS STATEMENT**

A. \_\_\_\_\_ (insert complete legal company name),  
(Hereafter "Contractor" or "Vendor") is a:

- \_\_\_\_\_ Corporation
- \_\_\_\_\_ Partnership
- \_\_\_\_\_ Limited Liability Corporation (LLC)
- \_\_\_\_\_ Individual or Sole Proprietorship

Contractor's Federal Tax Identification Number, or in the case of an individual or sole proprietorship, Social Security Number: \_\_\_\_\_

(If a Corporation, complete B; If a Partnership or LLC, complete C; If an Individual, complete D)

**B. CORPORATION**

The State of Incorporation is \_\_\_\_\_.

Registered Agent of Corporation in Illinois:  _____ Name  _____ Address  _____ City, State, Zip  _____ Telephone	Business Information (If Different from Registered Agent):  _____ Company Address, Principal Office  _____ City, State, Zip  _____ Telephone                      Facsimile  _____ Website
--	--

The corporate officers are as follows (list and identify all corporate officers - attach additional sheets if necessary):

President: \_\_\_\_\_

Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_

**Attach a List** of all shareholders owning five percent (5%) or more of the stock in the corporation.

C. PARTNERSHIP OR L.L.C.

The business address is: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Website or Email Address: \_\_\_\_\_

The partners or members are as follows: (Attach additional sheets if necessary)

(Name, Home Address and Telephone)
(Name, Home Address and Telephone)
(Name, Home Address and Telephone)

Manager of LLC (attach additional sheets as needed):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

D. INDIVIDUAL PROPRIETORSHIP

The business address is \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

My home address is \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email or website: \_\_\_\_\_

**SECTION 2. NON-COLLUSION STATEMENT**

A. This proposal, bid or contract is made without any connection or common interest in the profits with any other person other than the Vendor except as listed on a separate attached sheet to this affidavit.

Check One:

\_\_\_\_\_ Others Interested in Contract \_\_\_\_\_ None

B. No department director or any employee or any officer of the City of Champaign or the Champaign Public Library has any financial interest, directly or indirectly, in the award of this contract except as listed on a separate attached sheet to this affidavit.

C. That the Contractor/Vendor is not barred from bidding on any contract, if bidding process was used) as a result of violation of 720 ILCS 5/33E-3 and 5/33E-4 (Bid Rigging or Bid Rotating).

**SECTION 3. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT**

The undersigned states under oath that the Contractor/Vendor is in full compliance with the Illinois Drug Free Workplace Act, 30 ILCS 580/1. The undersigned also states under oath and certifies that Contractor/Vendor is not delinquent in payment of any tax administered by the Illinois Department of Revenue except that the taxes for which liability for the taxes or the amount of the taxes are being contested, in accordance with the procedures established by the

appropriate Revenue Act; or that the Vendor has entered into an agreement(s) with the Illinois Department of Revenue for the payment of all taxes due and is in compliance with the agreement.

**SECTION 4. FAMILIARITY WITH LAWS STATEMENT**

The undersigned, being duly sworn, hereby states that the Contractor/Vendor and its employees are familiar with and will comply with all Federal, State and local laws applicable to the project, which may include, but is not limited to, the Prevailing Wage Act and the Davis-Bacon Act.

CONTRACTOR/VENDOR

\_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

SUBSCRIBED and SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

# CONTRACT FOR PRODUCTS AND SERVICES

Project Name and Number:	
CONTRACT AMOUNT: \$	
LIBRARY  BY: _____ Library Director  ATTEST: _____	VENDOR    BY: _____ Printed Name: Print Title:
Department:	Contact:
APPROVED AS TO FORM:	

1. Definitions

The following terms when used in the contract documents shall be defined as follows:

- A. "Library" – The City of Champaign Public Library.
- B. "Library Representative" – The person or entity identified in the Invitation to Bid or Request for Proposals, Quotes or Qualifications authorized by the Library to act, give and receive information and direct the project on the Library’s behalf within the scope of the contract terms and the Library’s rules and regulations. This shall be the Library Director or his or her designee, unless otherwise specified.
- C. "Construction" - All work on public works involving laborers, workers or mechanics.
- D. "Contract Documents" – In addition to this document, the "Contract" shall include:
  - 1. The Invitation and Instructions to Bidders or Request for Proposals, Quotes or Qualifications and any addenda;
  - 2. Plans and Specifications and any addenda;
  - 3. Disclosure Affidavit;
  - 4. Completed Bid or Proposal Form;
  - 5. Insurance forms (see Section 16);
  - 6. Vendor’s bid, proposal, scope of work or quote to the extent not inconsistent with all other Contract Documents;
  - 7. Validly executed Change Orders.

In case of conflict, the more specific shall control over the more general.

- E. “Contract Price” – The total amount payable by the Library to the Vendor for the work performed and materials used or provided.
- F. “Public Work” – All fixed works constructed for public use by any public body, other than work done directly by any public utility company, whether or not done under public supervision or direction, or paid for wholly or in part out of public funds. This includes all projects financed in whole or in part with bonds issued under the Industrial Project Revenue Bond Act (Article 11, Division 74 of the Illinois Municipal Code), the Industrial Building Revenue Bond Act, the Illinois Finance Authority Act, the Illinois Sports Facilities Authority Act, or the Build Illinois Bond Act, and all projects financed in whole or in part with loans or other funds made available pursuant to the Build Illinois Act.
- G. “Subcontractor” - The person, firm or corporation, other than a Vendor, supplying labor and equipment or labor for work at the site of the project.
- H. “Vendor” – The person, firm or corporation to whom the contract is awarded by the Library, and who is subject to the terms thereof; may also be referred to as “Contractor”.
- I. “Work” – All labor, materials, equipment and services required to be performed by the Vendor under the Contract Documents, including submission of all documents to be submitted by the Vendor.

2. Intent of the Contract Documents

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. The intention of the Contract Documents is to include in the Contract Price the cost of all labor and materials, equipment, utilities for which a separate service, other than the Library’s service lines, is required, transportation and all other expense as may be necessary for the complete performance of the Contract.

In interpreting the Contract Documents, words describing materials or words which have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well-known meaning recognized by architects, engineers or the trade.

3. Silence of Specifications

The apparent silence of the specifications as to any detail or apparent omission from it as to a detailed description concerning any point shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best materials or workmanship are to be used.

4. Time

- A. Beginning Work: The Vendor shall complete the work on or before the time indicated in the Specifications. All work shall be prosecuted in an orderly and diligent manner. The Vendor shall cooperate with and conform to the requests of the Library to expedite particular portions of the work where such alteration of the Vendor's operation is deemed advisable by the Library. Time is of the essence of this agreement.
- B. Delays: If the Vendor is delayed in the completion of the work by any act or neglect of the Library or by any other Vendor employed by the Library, or by strikes, fire, lockouts, unavoidable casualties or any cause beyond the Vendor's control, then the time of completion will be extended for a reasonable time, such reasonable time as the Library may decide. The Vendor shall, within two (2) calendar days from the beginning of any such delay, notify the Library in writing of the cause of delay. If notice is not provided, the Vendor hereby waives any claim for such a delay. Weather conditions shall not be a justifiable cause for delay.

5. Materials and Workmanship – Quality

- A. Materials; Grade & Title: Unless otherwise specifically called for in the Specifications, all materials and articles incorporated in the work covered by this Contract shall be new, of the best grade and consistent with the specifications. When called for by the Library, the Vendor shall at no cost furnish to the owner for approval full information concerning the materials or articles to be incorporated in the work, including reasonable test results when requested. The Vendor warrants that it has lien free title to all equipment, supplies or materials supplied under the terms of this Contract.
- B. Workmanship: All work performed shall be performed and accomplished in a first class and workmanlike manner to the satisfaction of the Library and in accordance with the best practice standards and standard specifications recognized in the field unless specifically provided for otherwise in the Specifications or approved by the Library in writing.
- C. Hold Harmless – Patents and Copyrights: The Vendor shall defend and hold the Library, its officers, agents and employees, harmless from liability of any nature or kind on account of use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this Contract.

6. Materials and Workmanship – Warranty

- A. The Vendor warrants that the equipment, materials, articles and workmanship used in the work or performed shall be free from defects, suitable for the particular purpose intended, and merchantable. The Vendor shall correct defective work and replace

defective materials at the Vendor's own cost which becomes apparent within one (1) year from the date such defective work or materials should have been reasonably discovered. Any warranty work and materials supplied pursuant to warranty requirements shall be guaranteed for a period of one year from the date the warranty work or material is supplied and, where applicable, installed.

- B. Nothing contained herein shall prohibit the Library from invoking or pursuing all other remedies available in law or equity.

7. Compliance with Law, Notices, Permits

The Vendor shall comply with all applicable Federal and state laws, and local ordinances, rules and regulations as the same exist and may be amended from time to time. Should the Vendor fail to observe the aforementioned laws, ordinances, rules and regulations, and do work at variance therewith, the Vendor shall correct the methods of doing such work without cost to the Library, even if such deficiency is discovered after the date of final inspection or payment. The Vendor shall be responsible for obtaining any necessary permits and providing any and all notices required for performance of the work.

8. Cleaning Up

The Vendor shall at all times keep the work-site free from accumulations of waste materials or rubbish caused by the Vendor's employees or the work.

At the completion of the work the Vendor shall remove all its rubbish from the site and all its tools, equipment, and surplus materials and shall leave the work clean and ready for use.

In case of dispute, the Library may remove the rubbish and surplus materials and charge the cost to the Vendor.

9. Disposal of Solid Waste

- A. Should the Vendor or any of its subcontractors discover any suspected hazardous materials as defined by State or Federal law on the work site, Vendor shall immediately cease work, except as necessary to protect the public's health and safety and immediately notify the Library of its suspicions. The Library shall be responsible for the removal and disposal of hazardous material after it is reported to the Library. Should the Vendor or its subcontractors remove any hazardous material as part of the Contract work, the Vendor shall ensure its disposal in accordance with all applicable laws and provide the Library with appropriate documentation of its property disposal. Vendor warrants it has no knowledge of any such hazardous materials as of the date of this agreement.

- B. Should the Vendor be required to dispose of solid waste as a result of the service performed for the Library, the Vendor shall provide the Library with proof that the solid waste was legally disposed of prior to payment for work which included such disposal.

10. Accident Prevention

The Vendor shall exercise all reasonable protection at all times for the protection of all persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of the Vendor's fault or negligence in connection with the prosecution of the work.

Termination of this Contract shall not be deemed a waiver of Vendor's responsibility. The Vendor shall observe all safety provisions of applicable laws; and, building and construction codes shall be observed; and, the Vendor shall take or cause to be taken such additional safety and health measures as the Library may determine to be reasonably necessary to protect the Library.

11. Subcontractors

- A. No Contractual Relationship: Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the Library.
- B. Responsibility of Vendor: The Vendor agrees to be fully responsible to the Library for the acts or omissions of its subcontractors and of anyone employed directly or indirectly by the Vendor and/or subcontractors and this Contract obligation shall be in addition to the liability imposed by law upon the Vendor.

12. Inspections, Correction and Rejection

The Library shall have the right to reject materials and workmanship that are defective or require correction. Rejected workmanship shall be satisfactorily corrected, and rejected materials shall be removed from the premises, both without charge to the Library. If the Vendor does not correct such defective work and remove rejected materials within a reasonable time, fixed by written notice, the Library may remove or correct the work and charge the expenses to the Vendor.

13. Inspection After Completion

Should it be considered necessary or advisable by the Library at any time before acceptance of the work to make an examination of work already completed by disassembling, removing or tearing out same, the Vendor shall on request promptly furnish all necessary facilities, labor and materials for that purpose and the costs thereof shall be charged to the Vendor if the work was covered prior to inspection by the Library.

14. No Waiver by Inspection or Payment

Neither the inspection of or payment for any work or materials provided pursuant to the Contract Documents shall relieve the Vendor of the responsibility for negligence or faulty materials or workmanship to the extent and within the period provided by law or this agreement, whichever is longer, and upon written notice the Vendor shall remove any defects due therefrom and correct the same.

15. Disputes

Any disputes concerning a question of fact arising under this Contract that are not disposed of by agreement between the Vendor and the Library Representative shall be decided by the Library Director. The decision of the Library Director or the Library Director's duly authorized representative for the determination of such decisions shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any proceeding under this clause, the Vendor shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending final decision of a dispute hereunder, the Vendor shall proceed diligently with the performance of the Contract and in accordance with the decision of the Library Representative or Library Director, whichever was last issued.

16. Insurance Provisions

During the term of this Contract, at its own cost and expense, the Vendor shall maintain in full force and effect insurance policies as enumerated below. All policies shall be written on an occurrence basis. The City of Champaign and the Champaign Public Library and its officers and employees shall be named as an additional insured party on the general liability policy and any umbrella policies if applicable and included as an additional insured on the automobile liability policy. The Library's interest as an additional insured party shall be on a primary and non-contributory basis on all policies and should include the following statement on the insurance certificates, "**The City of Champaign and the Champaign Public Library and its officers and employees are added as additional insured parties on all policies on a primary and non-contributory basis.**" All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A- VIII or better in the latest Best's Key Rating Guide. All policies shall be written on the most current Insurance Service Office (ISO) form the National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form. The Vendor covenants and agrees that it shall be responsible for workers' compensation insurance for any of the Vendor's employees on a primary basis, even if accidental injury or illness occurs while the Vendor's employee is performing work for the Library. At the time of submission of the bid documents, the Vendor shall provide the Library with certificates of insurance showing evidence the insurance policies noted below are in full force and effect and giving the Library at least 30 days written notice prior to any change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in

which case notice shall be 10 days. Any renewal certificates of insurance shall be automatically provided to the Library at least 30 days prior to policy expiration. The Vendor, shall upon request of the Library, provide copies of any or all insurance policies.

A. Workers' Compensation:

- (a) Coverage A: Statutory Limits
- (b) Coverage B: One Hundred Thousand Dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.

B. General Liability:

Combined single limits of at least One Million Dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:

- (a) Products and completed operations coverage.
- (b) Contractor's Protective coverage.
- (c) Personal Injury Liability coverage

C. Automobile Liability:

Combined single limits of at least One Million Dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.

D. Umbrella Liability policies may be used to satisfy the limits named above.

If a self-insured retention or deductible is maintained on any of the policies, the amount of the self-insured retention or deductible shall be approved by the Library. Such approval shall not be unreasonably withheld. The Vendor will be held solely responsible for the amount of such deductible and for any co-insurance.

This provision shall not be construed to be a limitation of liability for the Vendor.

17. Indemnity/Hold Harmless

To the fullest extent allowed by law, Vendor shall indemnify and save harmless the City of Champaign and the Library against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City of Champaign and/or the Library, and shall defend, indemnify and save harmless the City of Champaign and the Library from any and all claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, and including the cost of defending same including costs and attorneys fees, of or by anyone whomsoever, in any way resulting from or arising out of the operations of the Vendor or the Vendor's employees or subcontractors and acts or omissions of employees or agents of Vendor or subcontractors, unless caused solely by the Library, its officers or employees. The City of Champaign and the Library shall have the right to estimate the amount of such claims, demands, suits, actions or proceedings for damage or injuries and pay the same, and any amounts so paid shall be deducted from the money due the

Vendor under this Contract, and the whole or so much of the money due or to become due the Vendor under this Contract, as may be considered necessary by the Library, shall be retained by the Library until such claims, demands, suits, actions, or proceedings shall have been settled or otherwise disposed of, and satisfactory evidence to that effect furnished to the Library.

Insurance coverage specified in these General Conditions shall in no way lessen or limit the liability of Vendor under the terms of the Contract. Vendor shall procure and maintain at the Vendor's own cost and expense, any additional kinds and amounts of insurance that, in the Vendor's own judgment, may be necessary for the Vendor's property protection in the prosecution of the work.

18. Default and Termination

- A. In the event the Vendor voluntarily petitions for bankruptcy or is adjudged bankrupt or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of the Vendor's insolvency, the Library may terminate the Contract immediately by sending written notice to the Vendor.
- B. In the event that any of the provisions of this Contract are violated by the Vendor or by any of its subcontractors, or the Library reasonably believes such violation is likely, the Library may serve notice upon the Vendor of intention to terminate unless certain remedial actions are taken. Unless within five (5) calendar days after the serving of such notice upon the Vendor such violation shall cease and/or arrangements satisfactory to the Library for correction be made, the Contract shall upon expiration of said five (5) calendar days cease and terminate with no further notice. In the event such default poses a risk or threat to public safety or welfare, the Library may terminate the contract immediately by sending written notice to the Vendor.
- C. After termination, the Library may take over the work and prosecute the same to completion at the expense of the Vendor, and the Vendor shall be liable to the Library for any cost in excess of the amount agreed to in this Contract, to complete the work required or secure the product by this Agreement. In such event, the Library may take possession of and utilize in completing the work, such materials and equipment including those of the Vendor as may be on the site of the work and necessary therefore. In addition, the Vendor shall, at the request of the Library's project representative, provide the Library with any documents and supportive materials, in whatsoever stage of preparation within seven (7) calendar days after any request therefore, and the Library may take possession of and utilize the documents and supportive materials as necessary to complete the work.
- D. Vendor shall be responsible for all costs incurred by the Library to enforce any provision of this Contract and/or to remedy any Vendor default or breach of this Contract, including all court costs and reasonable attorney's fees.

- E. The Library reserves the right to discontinue or remove goods or services from the Contract at any point, stage, or phase of the scope of services. If the work is discontinued or removed, the Vendor shall be paid for services satisfactorily provided or items satisfactorily delivered in accordance with this Contract.

19. Library's Right to Withhold Certain Amounts and Make Application Thereof

In addition to the payments to be retained by the Library under the other provisions of these General Conditions, the Library may withhold a sufficient amount of any payment otherwise due to the Vendor to cover the following:

- (1) For claims arising in and from the performance of the work on the project under this Contract.
- (2) For defective work not remedied.
- (3) For failure of the Vendor to make proper payments to its subcontractors and suppliers.

The Library shall disburse and shall have the right to act as agent for the Vendor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom (including the Library). The Library will render to the Vendor a proper accounting of all such funds disbursed on behalf of the Vendor.

20. Method of Payment

- A. Payment (If only one payment is allowed.): Payment will be made by the Library after complete performance of the Contract in accordance with all provisions thereof and upon subsequent receipt by the Library of a properly executed invoice together with waivers of liens from all suppliers and subcontractors. Such invoice shall be accompanied by waivers of liens or the equivalent from suppliers of work or materials stating that such work or materials have been paid for by the Vendor. Such invoice shall be paid by the Library within sixty days of its receipt, except for those sums allowed to be withheld pursuant to the Contract. To the extent allowed by law, the Vendor agrees that it shall not attempt to enforce provisions of the Local Government Prompt Payment Act in regards to this Contract.

21. Prevailing Wage Rates

- A. This contract is subject to the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq), as amended to date, unless superseded by the Davis-Bacon Act or otherwise stated. The Library has adopted the prevailing wage rates established by the Illinois Department of Labor. A copy of the prevailing wage rates as determined by the City of Champaign, Illinois, is available from the City of Champaign Clerk's Office, City of Champaign, 102 N. Neil Street, Champaign, Illinois, or on the Department of Labor's website at

<https://www2.illinois.gov/idol>. The Contractor shall pay its workers not less than the prevailing rates so determined and comply with the Act's requirements, including but not limited to the keeping of accurate records showing the names and occupation of all laborers, workers and mechanics employed on this Contract. The records shall show the actual hourly wages paid to each such person. Should the rates change during the contract period, the Contractor shall pay its workers not less than the rates in effect.

- B. To the extent it is applicable, the Bidder shall comply with the Federal Davis-Bacon Act rather than the Illinois Prevailing Wage Act referred to above.
- C. The contracting entity and its subcontractors shall provide to the Library Director the documentation of their compliance with the Prevailing Wage Act (and Davis-Bacon Act, if applicable). This shall include, but is not limited to, weekly certified payroll reports.

22. Veteran's Preference Act and Employment of Illinois Workers on Public Works Act.

The Contractor shall comply with the Veterans Preference Act (330 ILCS 55/1 et seq.) and the Employment of Illinois Workers on Public Works Act (30 ILCS 570-0.01 et seq) in the employment and appointment to fill positions in the construction, addition to, or alteration of any public work.

23. Public Advertising

The Vendor is specifically denied the right of using in any form or medium the name of the City of Champaign or the Champaign Public Library for public advertising unless express permission is granted by the City Manager and the Library Director.

24. Additional Payments Not Allowed

No claim for extra payment under this Contract will be allowed on account of strikes, renegotiation of labor contracts or other labor related negotiations, it being agreed by the parties hereto that such matters were foreseeable by the Vendor and taken into account in the submission of its offer.

25. Assignment of Contract

It is mutually understood and agreed that the Vendor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or any part hereof without the written consent of the Library Director. No assignment of this Contract shall be valid unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.