

**BOARD OF LIBRARY TRUSTEES OF THE VILLAGE OF ORLAND PARK,
COOK AND WILL COUNTIES, ILLINOIS
(Contract for Purchase and Installation of Audio Visual Equipment)**

This Contract is made this 16th day of December, 2019 by and between BOARD OF LIBRARY TRUSTEES OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS (hereinafter referred to as "LIBRARY") and AV TECHSOURCE, INC. (hereinafter referred to as the "VENDOR").

WITNESSETH

In consideration of the mutual promises and covenants made herein by LIBRARY and the VENDOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

Section 1: The Contract Documents. This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS"); however, this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where this Contract modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, this Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

Request for Proposals (Quote No. 6824 and No. 6904)

Purchase Order

(Such other documents as may be applicable)

Additionally, execution of the Contract between LIBRARY and VENDOR is contingent upon receipt of any certifications required by LIBRARY, including compliance with the Illinois Prevailing

Wage Act (820 ILCS 130/0.01, et seq.) and VENDOR'S certification that it is not barred from contracting with LIBRARY as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code (720 ILCS 5/33 E-1, et seq.).

Section 2: A/V Equipment To Be Purchased, Cost. The VENDOR agrees to sell, transfer and convey to LIBRARY, and LIBRARY agrees to purchase from the VENDOR, and the VENDOR shall install at the Orland Park Public Library, 14921 S. Ravinia Avenue, Orland Park, Illinois the following tangible personal property:

See detailed descriptions set forth in VENDOR'S Quotes, Nos. 6824 and 6904 attached hereto and made a part hereof as GROUP EXHIBIT "A."

(hereinafter referred to as the "A/V EQUIPMENT"). LIBRARY agrees to pay the VENDOR within thirty (30) days after acceptance of the A/V EQUIPMENT, pursuant to Sections 3 and 4 below and pursuant to the provisions of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount:

TOTAL COST: SIXTY SIX THOUSAND FIVE HUNDRED SIXTY AND 85/100 (\$66,560.85), (hereinafter referred to as the "CONTRACT SUM"). The CONTRACT SUM shall not be increased without the express written consent of LIBRARY and as required by Section 33E-9 of the Illinois Criminal Code. LIBRARY is a public body and is exempt from excise, sales and use taxes; therefore, VENDOR shall not include any such taxes in its cost figures.

Section 3: Delivery of A/V Equipment. The A/V EQUIPMENT shall be delivered to the Orland Park Public Library, 14921 S. Ravinia Avenue, Orland Park Illinois 60462, or to any other address provided by LIBRARY. Shipping costs shall be borne by the LIBRARY, not to exceed ONE THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$1,450.00), with shipping costs in excess of

that amount to be borne by the VENDOR. The VENDOR shall deliver the A/V EQUIPMENT on or before the 15th day of February, 2020 and shall be installed to the satisfaction of LIBRARY on or before the 29th day of February, 2020. Time is of the essence of this Contract. Acceptance of the A/V EQUIPMENT and termination of this Contract shall occur only after LIBRARY has inspected the A/V EQUIPMENT pursuant to Section 4 and the A/V EQUIPMENT has been installed to the satisfaction of the LIBRARY and acknowledged in writing by LIBRARY to be accepted. The risk of loss from any casualty to the A/V EQUIPMENT, regardless of the cause, shall be upon the VENDOR until the delivery of the A/V EQUIPMENT to LIBRARY's address, as provided above. When practicable, VENDOR will follow LIBRARY's requested shipping instructions. If none are requested, VENDOR will use its discretion in selecting an appropriate transportation method.

Section 4: Right to Inspection and Cure. LIBRARY shall either issue an acknowledgement of acceptance or a written notice explaining the deficiencies in the A/V EQUIPMENT within ten (10) days of delivery. The VENDOR shall have ten (10) days after receipt of notice of deficiencies to cure said deficiencies or replace and re-install the A/V EQUIPMENT at which time, if LIBRARY does not accept the A/V EQUIPMENT, the VENDOR shall be considered to be in breach of the terms of this Contract. LIBRARY may, if the VENDOR does not correct deficiencies in the A/V EQUIPMENT with reasonable promptness after receiving a written notice from LIBRARY, deduct the reasonable cost of the correction or cure from the amounts owed to the VENDOR or require the VENDOR to retrieve the A/V EQUIPMENT at its sole expense and deduct the full amount of the returned A/V EQUIPMENT from the CONTRACT SUM. LIBRARY shall have the right to inspect the A/V EQUIPMENT and test the A/V EQUIPMENT for suitability for use before acceptance. The VENDOR shall be responsible for the contracted quality and standards of all A/V EQUIPMENT supplied under

this contract up to the time of final acceptance by LIBRARY. A/V EQUIPMENT, including installing thereof, not complying with the requirements of the CONTRACT DOCUMENTS may be rejected by LIBRARY and upon rejection shall be removed at no cost to LIBRARY.

Section 5: Assignment. The VENDOR shall not assign the duties and obligations of this Contract without the express written consent of LIBRARY.

Section 6: Warranty. VENDOR warrants that the A/V EQUIPMENT sold and installed hereunder are new and free from substantive defects in workmanship and materials, contain materials of good quality and that the A/V EQUIPMENT conforms to the CONTRACT DOCUMENTS. VENDOR'S customary ninety (90) day warranty and all manufacturers' guarantees and warranties shall be delivered to LIBRARY prior to the issuance of final payment.

The VENDOR will not be relieved of any obligation to LIBRARY in performance of the Contract due to failure to examine or receive documents, visit or become familiar with conditions under which the A/V EQUIPMENT shall be used or from facts of which VENDOR should have been aware and LIBRARY shall consider all incidents of nonperformance of the Contract related thereto as incidents of default and a breach of the Contract.

Section 7: Indemnification and Insurance. The VENDOR agrees to indemnify and hold harmless LIBRARY, it's officers, agents, employees, representatives and assigns, from any and all lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character, including, as may be allowed by law, liabilities incurred due to joint negligence of LIBRARY and the VENDOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said VENDOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent,

trademark or copyright; or from any claims or amounts arising or recovered under the “Worker’s Compensation Act” or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, LIBRARY, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The VENDOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

Execution of this Contract by LIBRARY is contingent upon receipt of all Insurance Certificates required by LIBRARY as specified in EXHIBIT “A” attached hereto and made a part hereof.

Section 8: Compliance with Laws. The VENDOR shall comply with all local, state and federal statutes, ordinances, codes, rules, regulations and all case law pertaining to the provision of the A/V EQUIPMENT to a public body, including but not limited to all of the applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*, the “Act”). The VENDOR shall not engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act but shall maintain and require that any suppliers maintain policies of equal employment opportunity which shall prohibit illegal discrimination. The VENDOR shall comply with all requirements of the Act including maintaining a written sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees’ rights under the Act. The VENDOR shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under the Contract.

Section 9: Notice. Where notice is required by the CONTRACT DOCUMENTS, it requires that such notice be in writing. Notice shall be deemed received if it is 1) delivered in person, 2) sent

by registered United States mail and a signed return receipt is received, 3) delivered by messenger or mail service and a signed receipt is received, 4) sent by e-mail if an acknowledgment of receipt is received or 5) sent by facsimile and printed acknowledgment of receipt is received. Notice shall be sent to the following:

To LIBRARY:

To the VENDOR:

Mary Weimar
Library Director
Orland Park Public Library
14921 S. Ravinia Ave.
Orland Park, Illinois 60462
Telephone: 708-428-5203
Fax: 708-428-5182
E-mail: mweimar@orlandparklibrary.org

AV TechSource, Inc.
Green Oaks, Illinois 60048
Telephone: 847-557-8449
Fax: 847-557-8451
E-mail:

or to such other persons or to such other addresses as may be provided by one party to the other party under the requirements of this Section.

Section 10: Termination. This Contract may be terminated by LIBRARY prior to acceptance of all A/V EQUIPMENT purchased for cause or convenience upon written notice to VENDOR and in the case of A/V EQUIPMENT manufactured or modified to LIBRARY’s specifications, only upon payment of the costs incurred, as approved by LIBRARY, up to the date of termination. LIBRARY shall be responsible for payment for equipment orders that cannot be cancelled at the time of Contract termination if such termination is for the convenience of the LIBRARY.

Section 11: Force Majeure. The VENDOR may, without liability, delay performance or cancel this Contract on account of force majeure events or other circumstances beyond its control, including, but not limited to, strikes, acts of God, political unrest, terrorism, embargo, failure of source of supply, or casualty. The VENDOR shall notify LIBRARY as soon as possible, of any force majeure event that affects the VENDOR’s ability to perform this Contract. Said notice should be

provided no later than three (3) days after a force majeure event.

Section 12: Law And Venue. The law of the State of Illinois shall apply to this Contract and venue for legal disputes shall be in Cook County, Illinois.

Section 13: Modification. This Contract may be modified only by a written amendment signed by both PARTIES.

Section 14: Counterparts. This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

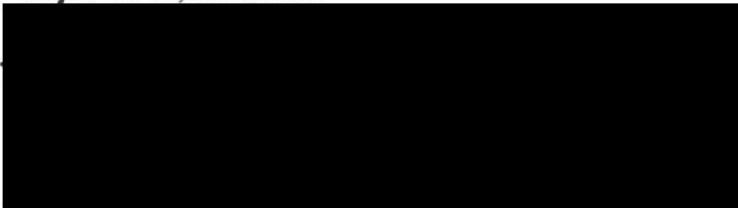
Section 15: Entire Agreement. This Contract and the CONTRACT DOCUMENTS constitutes the entire agreement and understanding of the PARTIES and supersedes any previous agreement, whether orally or in writing, between the PARTIES relating to the subject matter of this Contract.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the PARTIES.

FOR: BOARD OF LIBRARY TRUSTEES OF THE
VILLAGE OF ORLAND PARK, COOK AND WILL
COUNTIES, ILLINOIS

FOR: AV TECHSOURCE, INC.

By:



By:



EXHIBIT A

Insurance Requirements

A. The contractor shall, within ten (10) business days of said receipt of notice of award of the CONTRACT, furnish to the LIBRARY a certificate of insurance showing the LIBRARY, ITS trustees, officers, directors, agents, employees, representatives and assigns as additional insureds (on an ISO CG 20 10 form of endorsement or its equivalent), for both ongoing and completed operations. Such coverage shall be placed with a provider acceptable to the LIBRARY, which is licensed to do business in the State of Illinois, and that maintains a minimum A.M. Best rating of A VII. The insurance coverage afforded under the CONTRACTOR's General Liability insurance policies shall be primary and non-contributory to any insurance carried independently by the Indemnitee. A Waiver of Subrogation in favor of the Additional Insureds shall apply to General liability and Worker's Compensation. All required insurance shall be maintained by the CONTRACTOR in full force and effect during the life of the CONTRACT, and until such time as all work has been approved and accepted by the LIBRARY. This provision constitutes the LIBRARY'S continuing demand for such certificates and endorsement(s) or true and correct copies thereof and the obligation to provide such insurance coverage shall be in full force and effect during the life of the CONTRACT. Failure of the LIBRARY to request such certificates and endorsements shall not relieve the CONTRACTOR of these obligations to provide insurance.

The amounts and types of insurance required are:

1. Worker's Compensation: STATUTORY coverage for all persons whom the CONTRACTOR may employ directly or through subcontractors in carrying out the WORK under this contract. Such insurance shall hold the LIBRARY free and harmless of all personal injuries of all persons whom the CONTRACTOR may employ directly or through subcontractors.
2. Employers Liability: \$500,000 minimum liability.
3. Comprehensive General Liability; including Bodily Injury and Property Damage:
 - a. \$1,000,00 Each Occurrence – Combined Single Limit
 - b. \$2,000,000 Aggregate – Completed Operations
 - c. \$2,000,000 Each Occurrence – Blanket Contractual Liability
4. Comprehensive Automobile Liability, Owned, Non-owned and Hired:
 - a. \$1,000,000 for Combined Single Limit
5. Umbrella/Excess Liability:
 - a. \$2,000,000 Each Occurrence

B. Contractor shall cause each Subcontractor to maintain insurance of the type specified above.
When requested by the LIBRARY, Contractor shall furnish copies of certificates of insurance

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B. Contractor shall cause each Subcontractor to maintain insurance of the type specified above. When requested by the LIBRARY, Contractor shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor.