

**Lincolnwood Public Library District**

4000 W. Pratt Ave

Lincolnwood, IL 60712

<https://www.lincolnwoodlibrary.org>

224-233-1859 for the Head of IT

**INFORMATION TECHNOLOGY SERVICES (IT)  
REQUEST FOR PROPOSAL**

Date Posted: February 2, 2024

Due Date: March 6, 2024

**TIMELINE**

The following diagram presents the anticipated schedule of events the Library plans on utilizing during this RFP. The Library reserves the right to change this timeline as needed.

Event	Date
Library issues RFP	February 2, 2024
RFP due date	March 6, 2024 at 1 p.m.
Interviews with preferred applicants	Week of 11 March 202
Recommendation to Library Board	March 25, 2024
Award Contract	April, 2024
Contract Start Date	May 1, 2024
Transition Period	May – June, 2024

**SUBMITTAL INFORMATION**

Applicants may submit their proposals via email to [slempke@lincolnwoodlibrary.org](mailto:slempke@lincolnwoodlibrary.org) . Applicants may also mail their proposals to:

Lincolnwood Library  
Attention: Brian Wilson  
4000 W. Pratt Ave  
Lincolnwood, IL 60712

## **INTRODUCTION**

### **I. Intent**

It is the intent of the Lincolnwood Public Library (“Library”) to contract with a Vendor or Vendors (“Vendor”) for all necessary labor, expenses and materials to provide information technology (“IT”) services for the Library as described herein.

### **II. Proposal Price**

The Vendor shall submit a pricing schedule that outlines a flat annual service fee that will encompass the full Scope of Work as specified in this RFP.

The Library’s normal business hours are Monday through Thursday are from 9 a.m. to 9 p.m., Friday through Saturday 10 a.m. through 6 p.m., and Sunday from 1 p.m. through 5 p.m. In addition, staff may work hours when the Library is not open from 8:30 a.m. through 10:00 a.m. on Fridays. The Library occasionally hosts after-hours events for the public. The Library may require occasional services outside of these hours to complete maintenance activities during off-business hours or to address emergency circumstances.

### **III. Insurance**

Vendor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of Services hereunder by the Vendor, Vendor’s agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the Vendor. Vendor shall submit a Certificate of Insurance meeting the requirements as specified in the draft Agreement included with this RFP as Exhibit A.

### **IV. Indemnification**

To the fullest extent permitted by law, the Vendor shall indemnify, defend and hold harmless the Library and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses, investigations, and expenses, including, without limitation, legal fees (attorney’s and paralegals’ fees, court costs, and costs of appeals), arising out of or resulting, or allegedly arising out of or resulting from, from the Vendor’s services performed for the Library. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Vendor shall similarly protect, indemnify, defend and hold and save harmless the Library, 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 Vendor’s breach of any of its obligations under, or Vendor’s default of, any provision of the Agreement.

### **V. Overview**

#### **Background**

The Lincolnwood Public Library serves a diverse community of 13,500 residents within 2.5 square miles. The Library has an annual operating budget of \$3.4 million dollars and employs around 30 staff members. The Library is open to the public for 68 hours per week.

### **Current IT Environment**

The Library has operated under a managed IT model through various firms over the years. With changes in library staffing, the Library seeks a co-managed IT model from a qualified managed service provider (MSP) in order to be flexible and nimble in its use of technology to serve our community.

## **VI. Scope of Work**

The Library is seeking a vendor to work with the Library on a co-managed IT model. The Library seeks a vendor to perform the following work as defined in this Scope of Work in coordination with Library IT Staff. The Vendor executing a contract with the Library will perform the IT Services specified in the Scope of Work in this Request for Proposal. The Library and Vendor may agree in writing for the Vendor to perform additional services not specified in this Request for Proposal.

### **Desktop Support**

The Vendor will be responsible for offering basic support services for everyday desktop applications. This includes installing or assisting with installation of PCs, laptops, desktop applications, printers, and various software and other hardware utilized by the Library. The Vendor will also be responsible for diagnosing and solving various desktop application issues, correcting hardware problems, and when necessary, performing computer troubleshooting. When mutually beneficial, Vendor will delegate and/or train Library IT Staff to fix broken or malfunctioning technology requests (“tickets”).

### **Server and Workstation Support**

The Vendor will be responsible for managing and maintaining all computer systems, including applications, database, email, web, and other servers, and relevant hardware, software, operating systems, and any other devices/applications necessary for quality performance, security, and reliability of the various Library functions. This will include the transition management of existing hardware and software. The Vendor will also manage all timely changes, system upgrades, needed patches, user logins/other security measures associated with individual users, recommend best practices and coordinate all needed repairs and equipment replacements.

### **Network Administration Services**

The Vendor will be responsible for maintaining all network systems, including firewalls, switches, routers, and various security devices. The Vendor will perform needed installation and maintenance of copiers and printers, as well as troubleshoot any issues associated with these devices. The Vendor will perform standard, routine analyses of network systems, along with any needed upgrades to the network, along with cabling as needed.

### **Security/Data Backups**

The Vendor will ensure system-wide security of all Library devices and servers. This will be done by maintaining virus protection programs on Library servers, emails, and all Library devices. The Vendor will regularly monitor Library systems and perform security audits as requested by the Library, or as the Vendor deems necessary, and will notify the Library of possible security breaches. The Vendor will also be responsible for developing and maintaining a system to enable

secure remote access, as well as provide administrative, setup, and support for remote access as requested by Library employees.

The Vendor will be responsible for ensuring all Library data is properly stored, backed up, validated, and available for recovery as needed.

Because the Library houses confidential and sensitive information, and the Vendor will have access to much of this information while performing IT services for the Library, the Vendor will implement and maintain best practices for data protection and the security of such sensitive data. The Vendor will treat the Library's confidential and/or sensitive information as such. If there is a question as to whether or not some information is confidential, the Vendor shall contact the Library in writing, and the Library shall determine in writing whether certain information is confidential or sensitive. Any breach of this section, unauthorized dissemination of such information, or unauthorized access to such information, shall be grounds for termination of this Agreement.

### **Strategic Planning**

The Vendor will be responsible for advising the Library on a variety of long-term planning initiatives for IT services. This includes, but is not limited to, the following projects and duties:

- Making recommendations for future IT needs
- Assist Library staff to plan and budget to facilitate proper technology management
- Assist the Library in quotes for large technology projects

### **Miscellaneous Projects/Technology**

The Library may undertake various special technology projects with needed assistance from the Vendor from time to time. These may include, but are not limited to, efforts to increase technological efficiencies and/or effectiveness, addressing evolving needs of patrons and upgrade systems that assist staff. This may also include various projects, such as handling the Library's electronic recycling and assisting Library staff in providing security awareness training. In addition, the Vendor will manage the Library's phone systems in conjunction with Sound Inc. Vendor will also manage audiovisual system in conjunction with Interstate Electronics. The Vendor will communicate with other third party vendors as needed. The Vendor may be requested to assist the Library manage warranties and manufacturer return merchandise authorizations (RMAs).

### **Current Network Infrastructure**

The following is a list of hardware utilized by the Library that the Vendor will co-manage with the Library's IT Staff:

- Management server commensurate with current server
- Patch panel with ~250 of 288 potential connections terminated
- HP ProLiant DL380 Gen 10 file server
- HP LTO-6 Ultrium 6250 tape backup server with 6.25 TB data tapes for regularly scheduled backups
- HP ProLiant DL380 Gen 9 + DL160 Gen 9 virtual server with ~10 virtual machines
- Avocent ECS17KMM-001 KVM
- Eaton UPS
- Fortinet FortiGate 201F firewall and 2FA tokens
- Crestron audiovisual system from Interstate Electronics Inc.
- ~10 TVs, Epson projector

- VoIP NEC phone servers - Univerge UM8000, Univerge SV9100
- ~35 wired and wireless NEC phones
- Aruba gigabit PoE switches
- 13 Aruba wireless access points
- ~25 public desktops
- 10 laptops for public use, stored in a dedicated storage cart
- 5 staff desktops and ~25 staff laptops
- 25 USB-C docking stations
- ~30 Unitech, Honeywell, and Zebra barcode scanners, some of which are compatible with the Library's myLIBRO iOS and Android apps
- 5 Apple macOS computers for staff and public use
- ~10 iPads, the majority of which are used by the Library Board, whose members are generally off site
- 2 Kyocera copiers leased from LEAF with Braden support
- 8 network printers
- Networked Epson large format printer
- ~10 Zebra and Epson receipt printers
- Verifone point of sale system and accessories from TBS
- 21 Panasonic i-PRO and Interlogix security cameras
- A variety of consumer devices used both by staff and the public, such as Roku, Chromebooks, ereaders, cameras, hotspots, webcams, Cricut vinyl cutter, video game consoles, wireless keyboards and mice, etc.

## **Software**

The following is a list of software the Vendor will co-manage with the Library's IT Staff:

- Microsoft Windows 10 Enterprise
- Microsoft Office 2016
- Google Workspace ~57 users
- Kaseya Spanning ~57 users
- TrendMicro Apex One and Apex Central antivirus ~77 licenses
- Forticlient VPN
- SpamTitan spam filter
- ID Agent dark web monitoring
- VI MonitorPlus security camera system
- Public Web browser on online public access catalog stations
- Adobe Creative Cloud Suite
- Keepass for local password management
- Freshdesk, Basecamp
- Veritas Backup Exec
- Citrix Receiver for accounting system; Paylocity (HR) web application
- Bosch RPS security system
- Acuity SensorView nLight
- Johnson Controls Metasys used in partnership with DD Facility Services and AirComfort
- Papercut/MyPC from TBS

- MagnaPOS point of sale system from TBS
- Apple macOS digital media computer software: Roxio Toast Titanium 20, EPSON Scan, EZ Vinyl Converter
- Business specific systems: Polaris integrated library system (ILS) online web application and two local applications from CCS library group; OCLC Connexion; Beanstack, Baker & Taylor Title Source 360, Goodreads web applications
- A variety of consumer level software applications like Adobe Reader, VLC, Mozilla Firefox, Google Chrome, Canva, Zoom, Minecraft, Roblox, Scratch 2, etc.
- Accounts with a variety of generally available web services
- Astound Business Class Internet

### **Requirements and Expectations**

The Library's normal business hours are Monday through Thursday are from 9 a.m. to 9 p.m., Friday through Saturday 10 a.m. through 6 p.m., and Sunday from 1 p.m. through 5 p.m. In addition, staff may work hours when the Library is not open from 8:30 a.m. through 10:00 a.m. on Fridays.

The Vendor will be required to perform all services specified in the Scope of Work during the Library's normal business hours, unless specific special projects are scheduled outside of these times. The Vendor will follow up to any emergency request with a receipt of acknowledgement within 30 minutes of the request, and an initial response to the request within two (2) hours of the request. The Vendor will follow up to any non-emergency request with a receipt of acknowledgment within four (4) hours of the request, and an initial response to the request within 24 hours.

Notwithstanding the above, the Vendor will perform all necessary services that may disrupt the normal functions of multiple employees outside of the Library's normal business hours. This may include server maintenance issues, network rebooting/issues, etc. If the Vendor cannot satisfy this requirement, the Vendor will notify the Library in writing and receive the Library's prior written approval to schedule and perform services that may cause disruptions during the Library's normal business.

The Vendor will also be responsible for actively monitoring the Library's networks, servers, and general systems. The Vendor represents and warrants that it possesses the necessary capabilities to detect if/when an issue arises with these systems, and shall proactively work to resolve these issues with as little disruption to Library employees as possible.

Due to the nature of the Library, some requests to the Vendor may come outside of the Library's normal business hours. The Vendor will be required to accommodate requests for IT services outside the Library's normal business hours. In these instances, the Vendor will abide by the normal request response times listed above.

### **VII. AGREEMENT TERM**

The term of the Agreement between the Library and the Vendor shall be for a period of one year, with the option to renew for three additional 1-year terms ("Option"). The Library may terminate the agreement, or any extensions thereof, for any reason, upon providing the Vendor at least thirty (30) days prior written notice, unless the agreement is sooner terminated by the Library because of the Vendor's material breach of the Agreement. The Vendor may terminate the

Agreement, but only upon providing at least one hundred and eighty (180) days prior written notice to the Library. If the Vendor terminates the Agreement, the Vendor will assist the Library with transferring or otherwise migrating Library data possessed by the Vendor to the Library's new vendor, without charge.

## VIII. FORMAT/SUBMISSION REQUIREMENTS

All applicants shall submit proposals with a minimum of the following required portions:

1. **Company Profile** – A detailed description of the company. This should also include any prevalent qualifications the company has that sets it apart from competitors.
2. **Approach and Methodology** – A detailed description of how the company plans on executing the Scope of Work listed in this RFP. The applicant will describe their approach and methodology for all duties listed here, but will specifically focus on their methodology for responding to requests for service, and their approach to active monitoring.
3. **Transition Plan** – A detailed transition plan.
4. **Staffing** – Identification of all the relevant employees, contractors, subcontractors, and agents that will be directly responsible for executing the duties for the Library. The Vendor will identify specific experience with relevant software and hardware, as well as professional certifications that qualify them for this role.
5. **Pricing and total costs of services** The Vendor must submit pricing for a flat annual service fee that will encompass the full Scope of Work specified in this RFP. Vendor must also include pricing for three 1-year extensions.
6. **Schedule** – A recommended schedule for regular in-person work.
7. **References** – A list of at least three (3) professional clients, including contact information, where the applicant has provided similar work to that listed in this RFP. References should include:
  - (a) the client's name;
  - (b) technology services rendered by the Vendor for the client;
  - (c) Service period for that client;
  - (d) Client's number of employees; and
  - (e) Contact person at organization including their address, phone number and email address.Preference will be given for those Vendors with library references and detailed experience working with libraries.
8. **Knowledge of Software/Hardware** – Describe your knowledge of and experience administering Windows networks, managing Google Workspace domains, managing macOS devices on Windows networks, managing physical and virtual servers, managing firewalls, configuring new hardware, and fixing broken technology.
9. **Material Litigation** – A statement on any and all material litigations, arbitrations, or bankruptcy proceedings in which the applicant is involved or named, either directly or indirectly, within the past five (5) years.

10. **Compliance with General Terms and Conditions** – As a point of information, the successful Vendor will be required to meet the following conditions for a contract award:
- a. EEOC statement
  - b. Certificate of Insurance for Liability
  - c. Workman's Compensation Insurance
  - d. Sexual Harassment Policy

## **IX. PROPOSAL EVALUATION CRITERIA**

The Library is seeking a qualified vendor that has the necessary experience, resources, and staffing to successfully perform the listed Scope of Work. In making the final selection, the Library will consider the following factors (listed in no particular order):

- Prior experience performing similar work (namely in a library, government body or comparable setting).
- Professional skills, qualifications, and certifications that will help to fulfill requisite duties.
- References from prior or current clients.
- Library's prior experience with Vendor, if applicable.
- The applicable fee schedule.

The Library may accept the proposal that is, in its judgment, the best and most favorable to the interests of the Library and to the public, regardless of price; reject the lowest priced proposal; reject any and all proposals; or waive irregularities and informalities in any proposal submitted or in the request for proposals process. The waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Vendors should not rely on, or anticipate, any waivers in submitting their proposal.

The Library anticipates that vendor selection will be brought before the Library's Board of Trustees for review and approval in March 2024. The Library Board of Trustees reserves the right to reject any and all proposal(s) for any reason. The vendor selected by the Library must execute an Agreement for IT Services with the Library substantially in the form included with this RFP as Exhibit A.

## **X. Questions about the RFP**

Questions about this RFP or anything related to it can be directed to Brian Wilson [bwilson@lincolnwoodlibrary.org](mailto:bwilson@lincolnwoodlibrary.org) via email or by phone at 224-233-1859.

The answers to all questions will be documented and posted to the RFP website (anonymized). <https://www.lincolnwoodlibrary.org/rfps>



**DRAFT**  
**INFORMATION TECHNOLOGY**  
**PROFESSIONAL SERVICES AGREEMENT**

This Information Technology Professional Services Agreement (“*Agreement*”) is made and entered into as of the \_\_ day of \_\_\_\_\_, 2024 by and between the Lincolnwood Public Library District (“*Library*”), an Illinois public library district with its offices located at 4000 W. Pratt Ave., Lincolnwood, Illinois 60712, and \_\_\_\_\_ (“*Service Provider*”), an [INSERT STATE] corporation with its principal place of business located at \_\_\_\_\_. (For convenience, the Library and Service Provider 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 Service Provider agree as follows:

1      **Services**

**Scope of Services.** The Library is engaging the Service Provider to provide the Information Technology (“IT”) services (“Services”) specified in the Scope of Services and the Service Provider’s Proposal set forth in *Exhibit A*, which is attached hereto and made a part hereof, pursuant to the terms and conditions of this Agreement. The Service Provider represents it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the Services 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 Service Provider’s performance of the Services, the Library will pay Service Provider pursuant to the price schedule set forth in *Exhibit B*, which is attached hereto and made a part hereof.

2.2      **Invoicing.** Service Provider shall submit invoices to the Library for all Services 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 Service Provider the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)

2.3      **Records.** The Service Provider 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 Service Provider for Services performed under the Agreement. The records shall be made available to the Library at reasonable times during the Agreement period, and for three years after the termination of the Agreement.

2.4 **Additional Services.** The Service Provider shall not perform or charge the Library for any services outside the scope of this Agreement without the express written authorization of the Library. The Library, in its sole discretion, will determine what services fall outside the scope of this Agreement.

3 **Non Competition and Non Solicitation**

Unless otherwise agreed to between the Parties, each shall not solicit the employment of the other's employees, whether directly or indirectly, as an employee, contractor or consultant, during the period of the Agreement and for a period of one year after its expiration.

4 **Confidentiality:**

4.1 **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 Service Provider from a source other than the Library prior to the time of disclosure of said information to the Service Provider under this Agreement ("Time of Disclosure"); (ii) becomes publicly known through no fault of Service Provider; (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 Service Provider or the Library; or (v) to have been supplied to the Service Provider 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.

4.2 **No Disclosure of Confidential Information by Service Provider.** The Service Provider acknowledges that it shall, in performing the Services for the Library under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Service Provider shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Library. The Service Provider shall use reasonable measures, at least as strict as those the Service Provider uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Service Provider 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.

5 **Term**

5.1 **Term.** The term of this Agreement shall be for a period of one (1) year from the date the last Party executed the Agreement. The Parties may elect to renew the Agreement for three additional

1-year terms, upon terms and conditions agreed to by the Parties in writing.

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

## 6 **Termination**

**6.1 Termination for Convenience.** Notwithstanding any other provision in this Agreement, the Library may terminate the Agreement, or any renewals thereof, for any reason, upon providing the Service Provider at least thirty (30) days prior written notice, unless the Agreement is sooner terminated by the Library because of the Service Provider's material breach of the Agreement. In the event this Agreement is terminated by the Library for convenience, the Service Provider will only be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to the termination date. The Service Provider may terminate the Agreement, but only upon providing at least one hundred and eighty (180) days prior written notice to the Library. If the Service Provider terminates the Agreement for any reason, the Service Provider will assist the Library with transferring or otherwise migrating Library data possessed by the Service Provider to the Library's new vendor, without charge.

**6.2 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 Service Provider shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination.

**6.3 Default.** If the Service Provider has failed or refused to perform, or has delayed in the performance of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within fourteen (14) calendar days after the Service Provider's receipt of written notice of such Event of Default from the Library, 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:

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

2. *Termination of Agreement by Library.* The Library may terminate this Agreement

without liability for further payment of amounts due or to become due under this Agreement.

3. Withholding of Payment by Library. The Library may withhold from any payment, whether or not previously approved, or may recover from the Service Provider, 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 Service Provider or as a result of actions taken by the Library in response to any Event of Default by the Service Provider.

7 **Insurance**

7.1 Service Provider 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 \$5,000,000 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's 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.

4. Cyber Risk Insurance: Subject to the limit of at least \$1,000,000 per claim, minimum of at least \$2,000,000 in the aggregate, to be maintained for the term of the Agreement and three years following its termination, to respond to privacy and network security liability claims including, but not limited to the following, and arising directly or indirectly from Service Provider's failure to carry out its obligations under the Agreement, or the negligent or intentional wrongful act, error or omission of Service Provider, its employees or agents, or third parties not associated with Library to whom Service Provider has given access to the data center premises or systems:

i. Liability arising from theft, dissemination, and/or use of Library's Confidential Information, including, but not limited to, bank, credit card account, and personally identifiable information such as name, address, social security numbers, etc., regardless of how the information is stored or transmitted.

ii. Network security liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks; or (ii) the inability of an authorized third party to gain access to supplier systems and/or Library's data, including denial of service, unless caused by a mechanical or electrical failure or acts of God.

iii. Liability arising from the introduction of a computer virus into, or otherwise causing

damage to, Library's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.

iv. Crisis-management expenses (i.e., notification, public relations, reputation damage, forensics, etc.) for a data breach.

Service Provider warrants that any retroactive date under the policy shall precede the effective date of the Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning on the last day of the Agreement term. The insurance should provide coverage for the same risks identified above for cyber risk insurance.

7.2 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 Service Provider shall provide Library with certificates of insurance, naming as the insured parties thereunder, Library, or its assigns, and Service Provider, as their interests may appear. Such insurance may be obtained by Service Provider 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 Service Provider may, at its cost and expense, prosecute any such claim or contest any such settlement, and in such event Service Provider may bring any such prosecution or contest in the name of Library, Service Provider, or both, and Library shall cooperate with Service Provider and will join therein at Service Provider's written request upon receipt by Library of an indemnity from Service Provider 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 Service Provider's insurance and shall not contribute with it.

If Library have 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, Service Provider waives all rights against Library and their officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to Service Provider'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 Service Provider, its employees, agents and subcontractors.

7.3 Service Provider 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 Service Provider hereunder, and Service Provider 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 Service Provider 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.

8 **Indemnification**

The Service Provider shall, without regard to the availability or unavailability of any insurance, either of the Library or the Service Provider, 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 Service Provider's performance of, or failure to perform, the Services 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 Service Provider, except to the extent caused by the sole negligence of the Library. The Service Providers maximum liability for any claimed damages shall not exceed the terms of the policy of insurance carried by the Service Provider as required under the terms of this Agreement.

9 **Warranty**

The Service Provider warrants that the Services 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 Service Provider shall act as an independent contractor in providing and performing the Services. 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 Service Provider; or (ii) to create any relationship between the Library and any subcontractor of the Service Provider.

10.2 **Third-Party Beneficiary.** No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation other than the Service Provider 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 Service Provider 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 Service Provider or with any vendor solicited or recommended by the Service Provider.

10.7 **Mutual Cooperation.** The Library agrees to cooperate with the Service Provider in the performance of the Services, including meeting with the Service Provider and providing the Service Provider with such confidential and non-confidential information that the Library may have that may be relevant and helpful to the Service Provider's performance of the Services. The Service Provider agrees to cooperate with the Library in the performance of the Services to complete the Work and with any other Service Providers 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 Service Provider 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.** Service Provider shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services 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 Services, 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. Service Provider 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 Service Provider's, or its subcontractors', performance of, or failure to perform, the Services 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 Service Provider acknowledges and agrees that all trademarks, service marks, logos, tradenames, and images ("Library Materials") provided by the Library to the Service Provider for use in performing the Services created by Service Provider are the sole and exclusive property of the Library. The Service Provider acknowledges that this Agreement is not a license to use Library Materials except as needed to perform the Services hereunder. If applicable, to the extent the Service Provider has agreed to obtain and/or license Third-Party Materials on behalf of the Library, the Service Provider shall obtain a license for the Library to use the Third-Party Materials as part of the Services 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 Service Provider for the benefit of the Library. It is expressly understood that, excluding the Library Materials and Third-Party Materials, the Library and the Service Provider 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 Service Provider in connection with any or all of the Services 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 Service Provider 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.** Service Provider 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"). Service Provider agrees to timely cooperate with the Library and by produce records responsive to a FOIA request within Service Provider'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 Service Provider 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 Service Provider's failure to produce documents or otherwise appropriately respond to a request under FOIA, then Service Provider 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 Service Provider 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 Service Provider represents and certifies that the Service Provider 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 Service Provider 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 1-42.1-1 *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 Service Provider 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 Service Provider has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Service Provider 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.** 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:

Lincolnwood Public Library  
Attn: Brian Wilson  
4000 W. Pratt Ave.  
Lincolnwood, Illinois 60712  
Email: [slempke@lincolnwoodlibrary.org](mailto:slempke@lincolnwoodlibrary.org)

With a copy to:

Ancel Glink  
Attn: Kurt Asprooth  
140 S. Dearborn Street, 6<sup>th</sup> Floor  
Chicago, Illinois 60603  
Email: [kasprooth@ancelglink.com](mailto:kasprooth@ancelglink.com)

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

Service Provider Company Name  
Attn: Contact Person  
Address  
City, State, Zip:  
Email:

[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.

[INSERT SERVICE PROVIDER NAME]

LINCOLNWOOD PUBLIC LIBRARY

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

**EXHIBIT B**  
**SCHEDULE OF PRICES**