



Request for Proposal: Automated Materials Handling (AMH) System(s) and Related Installation, Training, and Support Services

Responses due on Friday, January 19, 2024, by 10 a.m.

Contact:

Attn: Ryan Livergood

Warren-Newport Public Library District

224 North O'Plaine Road, Gurnee, IL 60031

rlivergood@wnpl.info

847-244-5150

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Introduction:

The Warren-Newport Public Library District (“WNPLD”) serves a population of 66,477 residents in all or most of Warren and Newport Townships, including Gurnee, Wadsworth, Park City, Wildwood, Grandwood Park, Old Mill Creek, and portions of Grayslake, Millburn, Lake Villa, Libertyville and Waukegan. WNPLD operates a main library and a bookmobile. We are one of the busiest district libraries in Lake County, so demand for resources is high. Our library has a collection size of 341,719 items and an annual circulation of 475,633. The library district services a population of approximately 66,477 people. WNPLD is part of the 29 member Cooperative Computer Services (CCS) consortium, which shares Ill’s Polaris ILS.

Our library is seeking a vendor to provide a new automated materials handling solution to help streamline our circulation process. We want to improve the efficiency of our staff and provide a seamless experience for our patrons by implementing a system that allows patrons to return items and can then sort items into totes or bins ready for transportation to the shelves.

Holds management is required. Vendors are encouraged to provide a solution that incorporates the automatic printing of holds slips.

The automated materials handling solution must fit into the current dimensions of our sorter workroom. The room is 19 feet, 3 inches by 24 feet. The induction space is 36 inches wide and 30 inches long. The space is shown the following photos.



Figure 1: Induction space is 36" wide and 30" long. It is in the southwest corner of the room.



Figure 2 View from southwest corner of the room.



Figure 3 View from northwest corner of room.



Figure 4 View from northeast corner of room.



Figure 5 View from southeast corner of room.

Scope of Work/Needs and Expectations:

The vendor will be responsible for providing a comprehensive AMH solution that includes the following components:

1. Sorter: A high-speed sorter that can sort materials by format (e.g. books, DVDs) and destination. A large range of induction units and sorting destinations is preferred.
2. RFID enabled – must use RFID to read and sort items.
3. Conveyor System: A conveyor system that can transport all library material types.
4. Project management and implementation.
5. Training: The vendor will provide training to library staff on how to use the system.
6. Support: a high standard of support is required with an online work ticket system preferred.
7. Demonstrated experience in the provision of AMH services.

General proposal requirements

Interested vendors should submit a proposal that includes the following information:

1. Company background and experience with library AMH solutions.
2. Detailed specifications of the proposed system, including equipment models and any customization or integration required.
3. Detailed drawings of the recommended layouts of each proposed sorter including any staff and patron ingress points
4. Project timeline and installation plan.
5. Cost breakdown, including all equipment, installation, training, and annual maintenance costs.
6. References from at least 3 previous library clients.
7. List of current library clients in the greater Chicagoland area and Southern Wisconsin.

Proposals should be submitted no later than Friday, January 19, 2024, by 10 a.m. The library will evaluate all submissions based on the criteria listed above and may request additional information or a demonstration of the proposed system before making a final decision.

The following sections detail what must be included in the proposal:

1. Company Information and Executive Summary

Please provide the following information:

Vendor's full company or corporate name.

The company's office location responsible for performance under a contract with the Warren-Newport Public Library District.

The URL for the Vendor's website.

The proposal must contain an executive summary not exceeding two pages which summarizes key points of the proposal, and which is signed by an officer of the firm who is responsible for committing the firm's resources.

2. Description of the Proposed Solution

Please provide a complete description of the proposed system and illustrate the products and systems comparing the Vendor's proposed AMH solution to the requirements. Include a timeline with key milestones for product delivery, installation, and staff training.

3. General and Technical Requirements

Please indicate whether the proposed solution includes the following features/functionality:

1. Interoperability with Innovative's Polaris via SIP2, encrypted SIP2, or API connection.
2. Automated printing and application of hold slips.
3. Allows staff to choose between two or more sorting strategies, depending on need.
4. Allows staff to define new sorting strategies, depending on need.
5. Availability of ILS-based or other software-based tool to sort and distribute materials based on branch need and capacity to support the floating collection.
6. Operating system and other applications included in the Vendor's solution are kept up-to-date at no cost to WNPLD.
7. Supports secure remote log in for support and administration.
8. The proposed system must not interfere with other equipment, automated library system clients, or PCs that may be nearby.
9. All system components must be ETL or UL, and FCC Part 15-Certified; SIP2, TCP/IP Ethernet 10/100, and 802.11n (wireless) compliant.
10. The AMH system must be ISO 15693 18000-3 Mode 1 compliant.
11. Vendor must be willing to work with the integrated library system vendor to resolve any ILS functionality problem. a. List all custom development between vendor and ILS company. b. Identify how any custom development applies to the proposed system.
12. Vendor must provide FCC and UL information for all relevant equipment proposed.

All equipment shall be new and manufactured within the past two years; no refurbished, recycled, or repaired equipment will be accepted.

Computer peripherals and software must be compatible with Windows 11 PCs.

All system components must be compatible with ILS's Polaris ILS .

All system components must be UL, CE, and FCC Part 15-certified, SIP2, RS-232, TCP/IP Ethernet 10/100, 802.11 b/g/n (wireless) compliant; and meet the EU RoHS and WEEE Directives.

4. Project Plan

Detail the Vendor's anticipated project plan, including design, manufacture, delivery, installation, testing, and training.

5. Training

Describe library staff training offered by Vendor. Include whether training is virtual or on-site.

6. Maintenance and Support

WNPLD prefers that Vendor support be available during most library open hours with a response time of four hours or less for critical hardware and software issues. The library also prefers to contact Vendors via telephone or a web-based ticketing system for support requests. Describe ongoing maintenance and support offered by the Vendor (not time and materials). Include availability of telephone or web-based support and support response times. Detail any preventive maintenance plans for the proposed solution that the Vendor recommends.

7. References

Provide at least 3 references with preference given to references who meet the following criteria:

- Public library that is similar in size in terms of building, collection, or circulation
- Member of a public library ILS consortium
- Project completed within the past 2 years

For each reference, please provide the following:

- Name of the library/company
- ILS in use (if applicable)
- Contact name(s), including phone number and email address
- Brief description of relevant projects or work that you have completed for this client
- Products provided
- Project date

The Library reserves the right to contact any and all references to obtain, without limitation, information regarding the vendor's performance on the listed jobs.

8. Pricing

Provide detailed pricing for design, manufacture, and installation of the proposed solution, including shipping charges, training fees, and any other nonrecurring costs. Provide pricing for conveyance as an additional option. Provide detailed pricing for ongoing maintenance, support, licensing, and any other monthly or yearly recurring costs.

9. Vendor Solution Requirements

This section includes the vendor, technical, and functional requirements to be evaluated in this RFP. This is not a comprehensive list of all WNPLD's requirements, but this section includes the

key requirements that will be used to evaluate the RFPs and will be included as part of the signed contracts. Responses to each line item should be concise and straightforward. WNPLD expects vendors to respond in a factual manner. Vendors must provide an answer for every italicized item below. If a submitted RFP includes blank responses, the document may be considered in violation and rejected.

Drawings

1.1 Using the dimensions of our sorter workroom provided (19'3" by 24', with an induction cutout of 36" by 30" in the southwest corner of the workroom), provide illustrations of the AMH equipment you are bidding. Your drawings need to include detailed dimensions and diagrams and any other information required for the library, including power and network requirements.

1.2 Describe and/or illustrate the power and data requirements.

1.3 Is your system module and/or expandable? Describe

Safety/Comfort

2.1 Specify the noise level in decibels of the AMH equipment in operation, and while in standby.

2.2 Describe any ergonomic designs of the bins or totes.

2.3 Describe how often staffs need to handle library items (i.e. from the bin to the shelf to the cart)

2.3 Describe safety stops and other safety features.

Bins and Totes

3.1 Describe the sorting bin output options (different bin and tote options available). Please include the dimensions of the different bin and tote options available.

3.2 Are there any electronic bins available? Describe

3.3 Does the solution provide the ability to split the sorting destinations (i.e. split bins)?

3.4 The library is interested in a solution for transporting items between branches. Do you offer a tote management/transport system? If so describe

3.5 How are items identified using your tote management system?

3.6 Does your system have the availability to be configured to have 12 bins with the following functionality?

Current system bins/functionality:

- 1. Hold items***
- 2. Mobile services items***
- 3. Mixture of items: new, award books, hot flix, hot picks***
- 4. AV bin***
- 5. Adult fiction included Espanol, large print,***
- 6. Adult nonfiction (also magazines)***
- 7. Kids bin (NOT pre-K items)***
- 8. Pre-K items***
- 9. The exception bin***

Additional bins/functionality desired:

- 1. Holds going to other CCS libraries (consortia libraries) with RFID***
- 2. Bins for other CCS libraries NOT on hold***
- 3. Separate out AV: feature films from other AV***

Induction Points

4.1 Describe the induction options and their software and useability features.

4.2 Do you offer external patron inductions? If so, how many library items can it handle at one time?

4.3 Do you offer internal patron inductions? If so, how many library items can it handle at one time?

4.4 Do you offer staff inductions? If so, how many library items can it handle at one time?

4.5 How large is the return slot for library materials?

4.6 What happens when patrons add too many items into the induction slot?

Transportation Module

5.1 Describe the transportation system design - sweep arm, electro mechanical, hydraulic, vacuum assist, or other.

5.2 Describe the speed per hour of the sorter.

5.3 Can the system make all of the items stack and face the same direction?

Monitoring and Reports

- 6.1 Describe any monitoring/dashboard features, i.e. remote access features, or remote control features built into your AMH equipment.**
- 6.2 How are staff alerted to a full bin?**
- 6.3 What reports and statistics are available? Demonstrate with screenshots.**

Configuration

- 7.1 Describe how library staff can configure sort tables and/or sorting algorithms – does any part of this need to be configured by the vendor? Describe**
- 7.2 Describe how your sorter communicates with our ILS, i.e. SIP2, NCIP**

Hold Management

- 8.1 Describe your solution for managing hold items - Does your system have any features that will make processing of holds easier other than sorting into a separate bin?**
- 8.2 Is there a solution for printing holds slips? Describe**
- 8.3 Do you have software to perform a fine sort of items including the production of holds slips and transport slips after they have been sorted into a bin or tote? Describe**
- 8.4 Does your system have the capability of notifying the staff member of a hold on the item then printing a label for the staff member to apply to the item before it is sorted? If not, how does it handle holds?**

Implementation and Training

- 9.1 Describe how you propose to test the system. Do you offer some type of “testbed” or “sandbox” or a simulation unit at your premises on onsite at our library. Describe the testing process.**
- 9.2 Describe your approach to project management and your methodology.**
- 9.3 Provide a detailed timeline for each phase of the installation.**
- 9.4 Describe your training programs and plans Do you have levels of training, e.g., maintenance (higher) level, operations (lower) level, or other?**
- 9.5 Describe the user documentation your company provides in support of the AMH equipment and services.**
- 9.6 Describe the availability of documentation materials in electronic form – can we download these from a website?**

Maintenance and Support

10.1 The Library requires reliable and responsive maintenance and support and warranties for all components of Automated Materials Handling equipment. Describe your warranty

10.1 Describe the recommended maintenance for the sorter. Which tasks are required to be performed by library staff? Which will be performed by the vendor as is there an additional charge for this? Does the vendor provide preventative maintenance or a bi-annual visit as part of the service agreement?

10.3 Describe your support process – how can we contact you? What is the expected timeframe for response? What is your turnaround time for hardware replacement?

10.4 Describe your ticket response timeframes

10.5 Describe how a work ticket is lodged

10.6 What are your hours of support?

10.7 Where is your support center based? Where is the nearest field technician located? Where is the nearest warehouse location located?

Technical Innovation and Customer Collaboration

11.1 Does your company have a product enhancement program to bring new or upgraded functionality into the AMH system? Do you have a regular new product release program? How often are new versions of software released? How are libraries notified of a new version release?

11.2 Does your company have a mechanism for collecting and incorporating customer input for product development and enhancement?

10. Anything Not Previously Covered

Use this area to describe services and / or products not already mentioned in the Vendor's proposal that may be of interest to WNPLD.

Selection Criteria:

WNPLD's project team will evaluate the RFPs. The evaluators will consider how well the proposed solution meets WNPLD's requirements as described in the RFP. It is important that the responses be clear and complete to ensure that the evaluators can adequately understand all aspects of the proposal.

Evaluation Factors: Selection of finalists will be primarily evaluated according to the following criteria:

- Quality, clarity, and completeness of the proposal. Adherence to requirements for RFP preparation, vendor viability, and strength

- Ability to meet WNPLD’s functional and technical requirements
- Equipment ease of use
- Compatibility and integration with existing hardware and software
- Vendor’s experience on similar projects
- Company’s financial stability
- Ongoing support
- Ability to provide local service and support
- Price
- Proven reliability of service
- Total cost of ownership

The evaluation factors identified above reflect a wide range of considerations. While cost is important, other factors are also significant. WNPLD may select other than the lowest cost solution. The objective is to choose a vendor capable of providing a reliable and integrated solution within a reasonable budget. All proposals will be evaluated using the same criteria. The Library reserves the right to reject any and all responses, or to waive any technicalities, conditions or specifications in this RFP, that it determines is in the Library's best interest.

Criteria	Weight
1. Responsiveness of the written proposal to the purpose and scope of service	10%
2. Equipment Quality and Features: Ability of the vendor to meet the Vendor and System Requirements	30%
3. Vendor's Experience and Technical Support: Experience in successful implementation and maintenance, as well as dedicated resources and technical support during and after implementation.	20%
4. Cost: Amount of proposed cost of system, installation, conversion, training, licensing, and annual software maintenance.	40%

Notification: Based on the evaluation of the RFP’s WNPLD will select a Short List of up to three vendors and may invite them to participate in equipment demonstrations or visit local libraries that utilize the vendor’s equipment for a demonstration. The selected vendors will be notified in writing or email by the date indicated in the Timeline section below.

Pre-Demo Meetings: Once the Short List of vendors has been identified, they may be invited to participate in a Pre-Demo Meeting with the Project Team. The purpose of this meeting will be to allow the vendor time to acquire additional information about the scope of the project.

Post-Demo Technical Evaluation: In addition to scripted functional demonstrations, WNPLD may request a more extensive technical Demo. This Demo will be scheduled on an as-needed basis for the Short Listed applications.

Implementation Vendor Selection: Once WNPLD has completed the selection of the equipment, they will determine if a separate implementation vendor selection project is necessary. WNPLD reserves the right not to select the implementation partner that responds to the RFP or demonstrates the equipment on behalf of the vendor.

Site Visits: WNPLD may choose to conduct site visit(s) to vendor's clients as part of the evaluation process. The site visits may be used to determine the successful vendor. Evaluation of the vendor client sites will be based on the following:

- Assessment of the vendor's service during system implementation.
- Assessment of the quality of vendor's ongoing support.
- Overall user satisfaction with the system.

Contract Requirements

Contract Award and Execution: WNPLD reserves the right to make an award without further discussion of the proposal submitted. WNPLD shall not be bound or in any way obligated until both parties have executed a vendor contract. WNPLD also reserves the right to delay contract award and/or not to make a contract award.

The selected contractor will be expected to execute rider(s) to the equipment and/or service agreement(s) similar in form and function to those riders attached hereto as Exhibits A and B.

Turn-Key Project: WNPLD is seeking a turn-key implementation of the equipment contemplated by this RFP. The Vendor shall provide all labor, equipment, materials, supplies, transportation, and services necessary for, or reasonably incidental to, the complete performance of any agreement resulting from this RFP. Vendor must include in its price all design, engineering, system, and application database development (including in-depth user interviews for user feature configurations), integration, delivery, installation, testing, training and warranty costs associated with all elements of the proposed system.

Timeline:

Release Request for Proposal:	December 21, 2023, 10 a.m.
Deadline for Vendor Questions:	January 4, 2023, 4 p.m.
Answers to RFP questions posted on WNPLD website:	January 11, 2024, 4 p.m.
Vendor Proposal Response Due:	January 19, 2024, 10 a.m.
Finalists notified / vendor short list released:	January 26, 2024, 10 a.m.
Vendor reference checks complete:	February 2, 2024, 10 a.m.
Contract awarded / Board Approved:	February 6, 2024, 6:45 p.m.
Installation Begins:	June 1, 2021, 4 p.m.

Response Requirements:

WNPLD must receive responses to this RFP no later than 10 a.m. on January 19, 2024. Proposals received after the due date will not be accepted. No additional time will be granted to any vendor unless by addendum to this RFP. Vendors must submit 1 (one) original with signatures, 4 (four) copies, and 1 (one) electronic version of the requirements section to the following address:

Warren-Newport Public Library District
Attention: Ryan Livergood
Executive Director
224 North O'Plaine Road
Gurnee, IL, 60031
Telephone: 847-244-5150 x3008
Email: rlivergood@wnpl.info

___/___/2023

**RIDER TO SERVICE AGREEMENT BETWEEN THE
WARREN-NEWPORT PUBLIC LIBRARY DISTRICT
AND**

**FOR
EQUIPMENT AND SYSTEM SERVICE (AUTOMATED MATERIAL HANDLING SYSTEM)**

This Rider to an Agreement for Equipment and System Service (“Rider”) relates to a contractual relationship (“Agreement”) between the Board of Library Trustees of the Warren-Newport Public Library District (“Library”) and _____ (“Company”).

WITNESSETH

WHEREAS, Company is a provider of Software, Hardware, Equipment and Automated Material Handling Systems and Services (“Services and Solutions”); and

WHEREAS, Company is an equipment servicer of Services and Solutions provided by Company; and

WHEREAS, Company and Library entered into a separate agreement whereby Library will purchase an Automated Material Handling System from Company; and

WHEREAS, Company provided Library with a Service Agreement (“Service Agreement”) whereby Company will service the Automated Material Handling System sold by Company to Library; and

WHEREAS, Company and Library desire for Company to service the Automated Material Handling System purchased by Library upon the terms and conditions of the Service Agreement and this Rider.

NOW THEREFORE, Company and Library agree as follows:

AGREEMENT

- A. The above recitals are incorporated herein and made a part of this Rider by way of this paragraph A.
- B. All representations made by the Library are made to the best of Library's knowledge and belief.
- C. Company acknowledges that Library enters into this Agreement expecting Company will remain in business for the foreseeable future to fulfill its obligations as set forth in the Contract Documents. Accordingly, Company represents and warrants that:
 - i. It is familiar with the Services and Solutions provided by Company to Library;
 - iii. It is familiar with and is satisfied as to all local conditions which may affect cost and/or performance of its obligations contemplated and required by the Contract Documents and this Rider;
 - v. It has obtained the necessary authority and/or licenses from all property right holder(s), including but not limited to intellectual property right holders, necessary to perform its obligations under this Rider and the Contract Documents;
 - vii. It is not negotiating for the sale or transfer of its business or assets to another entity or Company.
- C. Payment of all bills and/or invoices shall be made consistent with Library's usual and customary payment practice and procedures required by Illinois law. Payment of all bills and/or invoices shall be made within sixty (60) days.
- D. Either party may terminate this Agreement, with or without cause, at any time upon sixty (60) days written notice to the other party.
- E. In the event of termination, only payment for maintenance, services, equipment and supplies rendered through the date of termination are due.
- F. In the event of termination, Company will provide all cooperation and assistance reasonably necessary to assist the Library with the transition to another Services and Solutions provider.
- G. Neither party may assign the Agreement and this Rider without the other party's prior written consent.
- H. Company agrees to indemnify and hold harmless Library from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages or expenses are caused by Company's conduct, acts, errors, or omissions.

Library agrees to indemnify and hold harmless Company from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages or expenses are caused by Library conduct, acts, errors or omissions. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent conduct, acts, errors or omissions of Company and Library, they shall be borne by each party in proportion to its own conduct.

- I. Company and Library shall pay all reasonable Attorney’s fees, expert witness fees, and costs incurred by the other in enforcing the terms and provisions of the Agreement and in defending any proceeding to which either Company or Library are made parties as a result of the acts or omissions of the other party. The parties intend that only the prevailing party is entitled to fees and costs.
- J. The liability of Company and Library and any concomitant damages shall be determined in such amount and to such extent, without limitation, as is commensurate with their conduct as provided by Illinois law. Any limitations in the Contract Documents limiting the remedies or applicable statute(s) of limitations shall be given no effect.
- K. Any claims, disputes, or liabilities of the parties or other matters between Company and Library shall be resolved in the Circuit Court of Lake County, Illinois, in accordance with Illinois law. Company and the Library are not precluded, of course, from consenting to mediation or arbitration, but in no event shall mediation or arbitration be mandated by this Rider and/or the Contract Documents.
- L. Company shall provide Library with all documents requested by Library thereby enabling Library to respond timely to any request to Library for documents pursuant to the Freedom of Information Act (5 ILCS 140/1, et seq.).
- M. Library is subject to the Illinois Local Records Act (50 ILCS 205/ et. seq.) which provides the process and timing requirements by which Library may destroy “records” as defined by the Act.
- N. All notice required by this Rider and Agreement shall be provided in writing to:

For Library:

For Company:

Ryan Livergood
Director
Warren-Newport Public Library District
224 N. O’Plaine Road
Gurnee, Illinois 60013
rlivergood@wnpl.info

O. PROVISIONS CONTAINED IN THIS RIDER CONFLICT OR MAY CONFLICT WITH OTHER PROVISIONS OF THE CONTRACT DOCUMENTS. RATHER THAN DELETING OR LINING OUT OTHER PORTIONS OF THE CONTRACT DOCUMENTS, COMPANY AND THE LIBRARY AGREE THAT, IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THIS RIDER AND OTHER PROVISIONS OF THE CONTACT DOCUMENTS, THIS RIDER CONTROLS.

**WARREN-NEWPORT PUBLIC
LIBRARY DISTRICT**

By: _____

By: _____

Its: _____

Its: _____

Date Signed: _____

Date Signed: _____

**RIDER TO AGREEMENT BETWEEN THE
WARREN-NEWPORT PUBLIC LIBRARY DISTRICT
AND

FOR
AUTOMATIC MATERIAL HANDLING SYSTEM**

Proposal No:

Proposal Date :

Salesperson:

This Rider to an Agreement for an Automated Material Handling System (“Rider”) relates to a contractual relationship (“Agreement”) between the Board of Library Trustees of the Warren-Newport Public Library District (“Library”) and _____ (“Company”).

WITNESSETH

WHEREAS, Company is a provider of Software, Hardware, Equipment and Automated Material Handling Systems and Services (“Services and Solutions”); and

WHEREAS, Company has presented Library with documents consisting of an _____ Proposal No. _____, and _____ (“the Contact Documents”); and

WHEREAS, Company and Library desire for Company to provide Software, Hardware, Equipment and Automated Material Handling Systems and Services to Library upon the terms and conditions of the Contract Documents and this Rider; and

WHEREAS, the Contract Documents and this Rider shall encompass the Agreement of the parties (the "Agreement").

NOW THEREFORE, Company and Library agree as follows:

AGREEMENT

- D. The above recitals are incorporated herein and made a part of this Rider by way of this paragraph A.
- E. All representations made by the Library are made to the best of Library's knowledge and belief.
- F. Company acknowledges that Library enters into this Agreement expecting Company will remain in business for the foreseeable future to fulfill its obligations as set forth in the Contract Documents. Accordingly, Company represents and warrants that:
 - i. It is familiar with Library's current Library material processing and handling system(s);
 - ii. The Services and Solutions provided by Company will function and perform consistent with the purposes outlined in the Contract Documents and this Rider;
 - iii. It is familiar with and is satisfied as to all local conditions which may affect cost and/or performance of its obligations contemplated and required by the Contract Documents and this Rider;
 - iv. It has confirmed that Library's current buildings, facilities, computer, electronic, internet and communications and transmission system(s) are adequate and sufficient to support the Services and Solutions proposed in the Contract Documents;
 - v. It has obtained the necessary authority and/or licenses from all property right holder(s), including but not limited to intellectual property right holders, necessary to perform its obligations under this Rider and the Contract Documents;
 - vi. It has not received any notice or claim from any other party that any portion of the Services and Solutions are being used contrary to or in violation of another's

party's patent, copyright, trademark, trade secret, license or other intellectual property right;

- vii. It is not negotiating for the sale or transfer of its business or assets to another entity or Company.
- P. In the event that structural modifications and/or construction is required to Library buildings and/or property to accommodate Services and Solutions provided by Company, Company shall notify Library ninety (90) days prior to the scheduled start up date of the necessary structural modifications and/or construction.
- Q. Payment of all bills and/or invoices shall be made consistent with Library's usual and customary payment practice and procedures required by Illinois law. Payment of all bills and/or invoices shall be made within sixty (60) days.
- R. Either party may terminate this Agreement, with or without cause, at any time upon sixty (60) days written notice to the other party.
- S. In the event of termination, only payment for maintenance, services, equipment and supplies rendered through the date of termination are due.
- T. In the event of termination, Company will provide all cooperation and assistance reasonably necessary to assist the Library with the transition to another Services and Solutions provider.
- U. Neither party may assign the Agreement and this Rider without the other party's prior written consent.
- V. Company agrees to indemnify and hold harmless Library from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages or expenses are caused by Company's conduct, acts, errors, or omissions. Library agrees to indemnify and hold harmless Company from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages or expenses are caused by Library conduct, acts, errors or omissions. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent conduct, acts, errors or omissions of Company and Library, they shall be borne by each party in proportion to its own conduct.
- W. Company and Library shall pay all reasonable Attorney's fees, expert witness fees, and costs incurred by the other in enforcing the terms and provisions of the Agreement and in defending any proceeding to which either Company or Library are made parties as a result of the acts or omissions of the other party. The parties intend that only the

prevailing party is entitled to fees and costs.

- X. The liability of Company and Library and any concomitant damages shall be determined in such amount and to such extent, without limitation, as is commensurate with their conduct as provided by Illinois law. Any limitations in the Contract Documents limiting the remedies or applicable statute(s) of limitations shall be given no effect.
- Y. Any claims, disputes, or liabilities of the parties or other matters between Company and Library shall be resolved in the Circuit Court of Lake County, Illinois, in accordance with Illinois law. Company and the Library are not precluded, of course, from consenting to mediation or arbitration, but in no event shall mediation or arbitration be mandated by this Rider and/or the Contract Documents.
- Z. Company shall provide Library with all documents requested by Library thereby enabling Library to respond timely to any request to Library for documents pursuant to the Freedom of Information Act (5 ILCS 140/1, et seq.).
- AA. Library is subject to the Illinois Local Records Act (50 ILCS 205/ et. seq.) which provides the process and timing requirements by which Library may destroy “records” as defined by the Act.

BB. All notice required by this Rider and Agreement shall be provided in writing to:

For Library:

For Company:

Ryan Livergood
Director
Warren-Newport Public Library District
224 N. O’Plaine Road
Gurnee, Illinois 60013
rlivergood@wnpl.info

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**WARREN NEWPORT PUBLIC
LIBRARY DISTRICT**

By: _____

By: _____

Its: _____

Its: _____

Date Signed: _____

Date Signed: _____