

Clerk's Contract and Agreement Cover Page

Year: 2009

Legistar File ID#: 2009-0483

Multi Year: ☒

Amount \$22,050.00

Contract Type:

Services

Contractor's Name:

Gateway Business Systems, Inc

Contractor's AKA:

Execution Date:

9/16/2009

Termination Date:

12/31/2010

Renewal Date:

12/31/2010

Department:

Finance

Originating Person:

Denise Domalewski

Contract Description: Copier Maintenance (all copiers except FLC SHARP)



Tuesday, October 27, 2009

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

October 27, 2009

Mr. Patrick Howard
Gateway Business Systems, Inc
510 Progress Street
Munster, Indiana 46321

RE: NOTICE TO PROCEED
COPIER MAINTENANCE

Dear Mr. Howard:

This notification is to inform you that the Board of Trustees has approved the contract and the Village of Orland Park has received all necessary contracts, certifications, and insurance documents related to the Copier Maintenance Agreement. The contract effective date is October 1, 2009 through December 31, 2010.

Please note that the following active copier maintenance agreements were unable to be cancelled, therefore, they will be added to this agreement on their expiration dates as noted below:

Copystar GS5035 – Parks/Admin – 1/20/2010
Copystar CS2050 – Civic Center – 3/27/2010

Additionally, the Toshiba 2860 from Public Works is being replaced with a new Bizhub 222 machine from Gateway. Please let me know if this has an initial warranty period.

For the remainder of 2009 we will have meter reads monthly, but beginning January 2010, please bill us quarterly. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462.

For your records, I have enclosed one (1) original executed contract dated September 16, 2009 at a rate of \$.008 per black and white image and \$.07 per color image. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

September 16, 2009

Mr. Patrick Howard
Gateway Business Systems, Inc.
510 Progress Street
Munster, Indiana 46321

NOTICE OF AWARD – Copier Maintenance

Dear Mr. Howard:

This notification is to inform you that the Village of Orland Park has accepted the proposal you submitted dated September 3, 2009, for an umbrella Copier Maintenance agreement for an amount not to exceed \$.008 per black & white image and \$.07 per color image for the period October 1, 2009 through December 31, 2010. In order to obtain a starting point for image count, it is understood that meter readings on all copiers will be taken on September 30, 2009.

In order to begin this engagement, you must comply with the following within ten business days of the date of this Notice of Award, which is by September 30, 2009.

1. Enclosed is the Contract for Copier Maintenance. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you along with a signed proposal.
2. We will use all the certifications that were submitted with the Copier Maintenance Bid dated April 30, 2009.
3. Submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to at minimum and endorsements for **a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation.** **Please have this faxed to my attention at 708-403-9212 for my review before sending the original.**

Deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificate and Endorsements are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a *Notice to Proceed* letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orland-park.il.us.

Sincerely,
Denise Domalewski
Contract Administrator

VILLAGE OF ORLAND PARK
Copier Maintenance
(Contract for Services)

This Contract is made this **16th day of September, 2009** by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and Gateway Business Systems, Inc. (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (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 it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the 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.

This Contract

The Terms and Conditions

The Proposal submitted by Contractor on September 3, 2009, to the extent it does not conflict with this contract

Customer Service Maintenance Agreements prepared by Contractor

All Certifications required by the Village

Certificates of insurance

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

Gateway will provide an umbrella maintenance contract for all copiers in the Village, excluding the color Sharp MX-5500N located at FLC, as further described in the proposal and Customer Service Maintenance Agreements attached. All parts, labor, supplies, drums and PM kits are included.

(hereinafter referred to as the "WORK") and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described services:

Black and White cost per page	\$.008
Color cost per page	\$.07

Billed monthly for actual usage the previous month. All machines will be separately identified so each department may be responsible for their actual usage. No minimums are required. Open Gateway contracts as of October 1, 2009 will be cancelled and credit will be applied to this agreement. All other open non-Gateway maintenance agreements (except the color Sharp MX-5500N at FLC) will be cancelled effective September 30, 2009.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence October 1, 2009 and continue expeditiously for fifteen (15) months until December 31, 2010. This Contract may be renewed annually thereafter at agreed upon rates. Contractor shall notify Village at least 60 days in advance of renewal date of revised rates for the upcoming year. This contract may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, 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 CONTRACTOR, 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, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR 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.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease

Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONTRACTOR shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONTRACTOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONTRACTOR and all subcontractors 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 this contract.

The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the VILLAGE:

Denise Domalewski

Contract Administrator

Village of Orland Park

14700 South Ravinia Avenue

To the CONTRACTOR:

Patrick Howard

Sales Manager

Gateway Business Systems, Inc.

510 Progress Street

Orland Park, Illinois 60462

Munster, Indiana 46321

Telephone: 708-403-6173

Telephone: 708-474-8282

Facsimile: 708-403-9212

Facsimile: 219-934-2810

e-mail: ddomalewski@orland-park.il.us e-mail: howardp@gateway-biz.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONTRACTOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 10: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 12: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 13: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

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

FOR: THE VILLAGE

FOR: THE CONTRACTOR

By: 

Print Name: PAUL G. GRIMES

Its: Village Manager

Date: 10/23/09

By: 

Print Name: Mark Goldsmith

Its: Secretary / Treasurer

Date: 9/29/09



510 Progress Street
Munster, IN 46321
(219) 934-2800 (708) 474-8282
(877) Copier-4 fax:(219) 934-2810
www.gateway-biz.com

Date: September 3, 2009

Prepared for: Denise Domalewski

Prepared by: Patrick Howard

Re: Copier Maintenance proposal

Enclosed please find the information you requested on the umbrella maintenance contract for all of the copiers in the Village, excluding the color Sharp at the rec. ctr.

Black & white cost per page	\$.008
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Color cost per page	\$.07
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All prints will be billed monthly and will be billed for actual usage. All machines will be separated so that each department will be responsible for their actual print usage. No minimums are required. All parts, labor, supplies, drums and PM kits are included in this contract.

Machines may be added to the umbrella contract as the machines current maintenance contract expires. Any machines currently under contract with Gateway Business Systems, Inc will be prorated and any balance owed for the remainder of the contract will be carried as a credit balance on Village of Orland Park account.

If for any reason a covered machine is unable to pass acceptable prints due to unavailability of parts, Gateway Business Systems, Inc will provide a free loaner with similar features and speed for remainder of the contracted period.

The meters for the machines will be collected monthly and will be provided via phone call or e-mail.

Gateway will provide the same service that the Village of Orland Park has received and come to expect.

Maintenance for Fax machines is offered on an hourly basis.

Thank you, for the opportunity to propose this contract.

If you have any questions, please feel free to call me at 708-289-3413.

Yours truly,

A handwritten signature in cursive script, appearing to read "Patrick Howard".

Patrick Howard
Sales Manager
Gateway Business Systems, Inc



510 Progress Street
Munster, IN 46321
(219) 934-2800 (708) 474-8282
(877) Copier-4 fax: (219) 934-2810
www.gateway-biz.com

CUSTOMER SERVICE
MAINTENANCE AGREEMENT
BLACK & WHITE COPIER

UNLIMITED SERVICE CALLS

Regal/Gateway will perform all service calls as reasonably requested by the customer at no additional charge for parts and labor. Business hours are 8:30 a.m. to 4:30 p.m. daily not including Saturdays, Sundays or Holidays. Overtime charges at Regal/Gateway's current rate will apply on all service calls made outside normal business hours. Abuse, accident, acts of God, fire, water, theft or damage to the machine due to misuse or to the use of supplies not designated by Regal/Gateway or damage caused by unauthorized repair is not covered by this agreement. In the event equipment is moved from the geographical location here stated, then at Regal/Gateway's option the Agreement pertaining to the moved equipment may be terminated and/or may be subject to an additional service charge. Cleanings necessitated by unusually dirty environment or use of unsuitable media are not covered by this agreement. This agreement covers only the hardware specified in this agreement. Any computer software or drivers, interfacing, network connectivity issues, or troubleshooting of computers and/or networks this machine is connected to are not covered by this agreement.

PARTS/SUPPLIES REPLACEMENT

This agreement does not include installation of toner, paper, or other supplies, installation of accessories, network installation, or major overhauls. Customer agrees to follow manufacturers recommended maintenance and supply replacement schedules. Malfunctions of equipment or failure of parts due to neglect of these schedules will not be covered by this agreement. Supply inclusion is only to the extent of the manufacturers published supply yields. Any additional supply usage will be billed at prevailing pricing. Any unused supplies remain the property of Regal Business Machines.

COVERAGE

This agreement becomes effective on the date specified below, provided Regal/Gateway has received payment of the charge. This agreement shall remain in force for the term specified below and will be renewed automatically unless either party notifies the other of cancellation, in writing at least 30 days prior to the end of the term. The customer agrees to pay the then current rate at the beginning of each new period. It is understood that renewal of this agreement is subject to the price and provision changes without notification, Regal/Gateway reserves the right to discontinue service until past due receivables (30 days past invoice date) is paid in full. Any copies beyond the copy allowance will be billed as overage at the frequency specified below. Meter readings will be estimated if the actual readings cannot be obtained. Sales tax is not included. Maintenance Contract does not include the shipping charge for supplies or fuel surcharge.

The agreement is not transferable to a third party. If the equipment is traded in on new Regal/Gateway equipment, any unused portion of the yearly contract agreement shall be prorated and applied toward the maintenance of the new equipment only. Otherwise there are no refunds, prorated amounts, or rebates given. The equipment must be in good working condition on the commencement date of this agreement. Customer agrees Regal/Gateway shall not incur any liability to Customer for any loss of business, loss of information, loss of profits, or any other damages resulting to customer for any reason by Regal/Gateway. Regal/Gateway, and its suppliers disclaim all warranties, either express or implied including, but not limited to implied warranties of merchantability and fitness for a particular purpose, with regard to the hardware and software, the accompanying written materials, and accompanying written materials, and any accompanying hardware.

Company: VILLAGE OF ORLAND PARK

Address: 14700 RAVENNA

City, State, Zip: ORLAND PARK IL 60462

Meter Contact Name: _____

Phone # _____ Fax # _____

Email Address: _____

Effective: _____ Through: _____

Billing: Monthly Quarterly Semi-Annual Annual

Cost Per Billing: _____

Copy Allowance Per Billing: USAGE

Overage Rate: \$.008

I. D. Number: _____

Make: SRR ATTACHED SCHROUE

Model: _____

Serial Number: _____

Meter Read: _____

Supply Items Included	Yes	No
Toner	☒	☐
Staples	☐	☒

Customer Signature

PATRICIA HOWARD
Representative

Printed Name & Title

RGBS acceptance

rev. 7/07



510 Progress Street
Munster, IN 46321
(219) 934-2800 (708) 474-8282
(877) Copier-4 fax:(219) 934-2810
www.gateway-biz.com

CUSTOMER SERVICE
MAINTENANCE AGREEMENT
COLOR COPIER

UNLIMITED SERVICE CALLS

Regal/Gateway will perform all service calls as reasonably requested by the customer at no additional charge for parts and labor. Business hours are 8:30 a.m. to 4:30 p.m. daily not including Saturdays, Sundays or Holidays. Overtime charges at Regal/Gateway's current rate will apply on all service calls made outside normal business hours. Abuse, accident, acts of God, fire, water, theft or damage to the machine due to misuse or to the use of supplies not designated by Regal/Gateway or damage caused by unauthorized repair is not covered by this agreement. In the event equipment is moved from the geographical location here stated, then at Regal/Gateways option the Agreement pertaining to the moved equipment may be terminated and/or may be subject to an additional service charge. Cleanings necessitated by unusually dirty environment or use of unsuitable media are not covered by this agreement. This agreement covers only the hardware specified in this agreement. Any computer software or drivers, interfacing, network connectivity issues, or troubleshooting of computers and/or networks this machine is connected to are not covered by this agreement. Regal/Gateway agrees to maintain color functionality to the manufacturer's specifications. Color calibration of the main body and the IP, Fiery, Rip, or other interface device is the responsibility of the end user. Regal/Gateway will perform color calibration only at the preventive maintenance intervals or once per year under an annual agreement as included service under this agreement.

Output colors may vary from printer to printer and application to application and are solely the responsibility of the end user. Regal/Gateway is in no way responsible for color matching unless contracted for in writing and accepted by Regal/Gateway home office.

PARTS/SUPPLIES REPLACEMENT

This agreement does not include installation of toner, paper, or other supplies, installation of accessories, network installation, or major overhauls. Customer agrees to follow manufacturers recommended maintenance and supply replacement schedules. Malfunctions of equipment or failure of parts due to neglect of these schedules will not be covered by this agreement. Supply inclusion is only to the extent of the manufacturers published supply yields. Any additional supply usage will be billed at prevailing pricing. Any unused supplies remain the property of Regal Business Machines.

COVERAGE

This agreement becomes effective on the date specified below, provided Regal/Gateway has received payment of the charge. This agreement shall remain in force for the term specified below and will be renewed automatically unless either party notifies the other of cancellation, in writing at least 30 days prior to the end of the term. The customer agrees to pay the then current rate at the beginning of each new period. It is understood that renewal of this agreement is subject to the price and provision changes without notification, Regal/Gateway reserves the right to discontinue service until past due receivables (30 days past invoice date) is paid in full. Any copies beyond the copy allowance will be billed as overage at the frequency specified below. Meter readings will be estimated if the actual readings cannot be obtained. Sales tax is not included. Maintenance Contract does not include the shipping charge for supplies or fuel surcharge.

The agreement is not transferable to a third party. If the equipment is traded in on new Regal/Gateway equipment, any unused portion of the yearly contract agreement shall be prorated and applied toward the maintenance of the new equipment only. Otherwise there are no refunds, prorated amounts, or rebates given. The equipment must be in good working condition on the commencement date of this agreement. Customer agrees Regal/Gateway shall not incur any liability to Customer for any loss of business, loss of information, loss of profits, or any other damages resulting to customer for any reason by Regal/Gateway. Regal/Gateway, and its suppliers disclaim all warranties, either express or implied including, but not limited to implied warranties of merchantability and fitness for a particular purpose, with regard to the hardware and software, the accompanying written materials, and accompanying written materials, and any accompanying hardware.

Company: VILLAGE OF OAKLAND PARK

I. D. Number: _____

Address: 14700 RAVENIA

Make: SER SCHEDULE ATTACHED

City, State, Zip: OAKLAND PARK FL 33412

Model: _____

Meter Contact Name: _____

Serial Number: _____

Phone: _____ Fax # _____

Meter Read: Color _____ B&W _____

Email Address: _____

Overage: Color \$1.07 B&W \$1.008

Copy Allowance: Color _____ B&W _____

Cartridges Included: Color _____ Black _____ Per _____

Effective: _____ Through: _____

Cost: _____ Frequency: USAGE MONTHLY

Supply items included

Supply items not included

TONER, DEVELOPER, DRUM

STAPLES, PAPER

Customer Signature _____

PATRICK HOWARD
Representative

Printed Name & Title _____

RGBS acceptance _____ rev. 7/07

COPIER & FAX SUMMARY
9/3/2009 updated 10/27/09 by Denise Domalewski

DEPT	MACHINE	BRAND/MODEL	Contract Dates	Meter	ID #
ADMIN/MEDIA RELATIONS	Copier	Konica 7155	10/01/09 thru 12/31/10	821,321	13277
ADMIN/LOBBY	Copier	Konica 7022	10/01/09 thru 12/31/10	110,881	14312
VILL CLERK	Copier	Panasonic DP-C262	10/01/09 thru 12/31/10	125,366 (color)	6744
				110,250 (black)	13277
FINANCE/MAIL RM.	Copier	Konica 7075	10/01/09 thru 12/31/10	2,488,629	13208
FINANCE/CASHIER / WATER BILLING	Copier	Bizhub 350	10/01/09 thru 12/31/10	24,994	16396
DEVELOPMENT SERVICES - BLDG	Copier	Konica 7155	10/01/09 thru 12/31/10	543,905	13712
DEVELOPMENT SERVICES - PLANNING	Copier	Konica 7155/FS210	10/01/09 thru 12/31/10	972,801	12536
MAYOR'S OFFICE	Copier	Konica 7135	10/01/09 thru 12/31/10	114,844	13710
OFFICIALS	Copier	Sharp AR336	10/01/09 thru 12/31/10	367,631	17365
		Ser. # 96603258			
RECREATION - RDC	Copier	Brother DCP 8065dn	None		
RECREATION - SPLX	Copier	Konica 7165	10/01/09 thru 12/31/10	1,442,638	13730
RECREATION	Duplicator	DS510	10/01/09 thru 12/31/10		
RECREATION - SPLX	Copier	Konica C300	10/01/09 thru 12/31/10	28,674 (black)	15615

DEPT	MACHINE	BRAND/MODEL	Contract Dates	Meter	ID #
PUB.WKS - Office	Copier	Konica 7155/FS110	10/01/09 thru 12/31/10	617,874	13213
PUB.WKS - Command	Copier	Toshiba-2860	40/01/09 thru 12/31/10	259,913	47366
		Ser. # RG723498	replaced copier Nov 2009 with Bizhub 222		
POLICE - Records	Copier	Savin 2055DP	10/01/09 thru 12/32/10	2,609,099	17362
		Ser. # H4705400056			
POLICE - Patrol	Copier	Konica 7165	10/01/09 thru 12/32/10	592,107	13713
POLICE - Admin.	Copier	Konica/Minolta Bizhub 600	10/01/09 thru 12/32/10	209,746	17368
		Ser. # 57BE16890			
POLICE	Copier	Konica/Minolta Bizhub 180	10/01/09 thru 12/32/10	4,075	17367
		Ser. # 30721138			
POLICE - Investigations	Copier	Konica/Minolta Bizhub 600	10/01/09 thru 12/32/10	82,971	17361
		Ser. #57BE34924			

Note: the Canon IR5000 at the Cultural Center has been disposed of Oct 09

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed to this proposal.

_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

✓ Corporation: State of incorporation: IL Illinois
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

CARNEY BUSINESS SYSTEMS (Corporate Seal)
Business Name

[Signature] MARK GOSINE
Signature Print or type name

SECRETARY 5/18/68
Title Date

**CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS**

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, Robert Culosman, being first duly sworn certify
and say that I am SOLE PROPRIETOR
(insert "sole owner," "partner," "president," or other proper title)
of MARK CULOSMAN, the Prime Contractor
submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of
state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois
Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United
States.

Robert C Culosman
Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 19th Day
of May, 2009.

Kimberly KEEVERS
Notary Public



SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

Carman, having submitted a proposal for
Carman (Name of Contractor) for
DCR (General Description of Work Proposed on) to
the Village of Orland Park, hereby certifies that said contractor has a written sexual
harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: Michael S. [Signature]
Authorized Agent of Contractor

Subscribed and sworn to before
me this 19th day of May, 2009

Kimberly Keever
Notary Public



EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Vendor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Vendor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Vendor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY: Robert J. Giedmuth

DATE: May 19, 2009

Subscribed and Sworn to
Before me this 19th
Day of May, 2009



TAX CERTIFICATION

I, Robert J. Gochman, having been first duly sworn depose and state as follows:

I, Robert J. Gochman, am the duly authorized agent for GATEWAY BUSINESS SYSTEMS, which has submitted a proposal to the Village of Orland Park for

COPIER and I hereby certify
(Name of Project)

that GATEWAY BUSINESS SYSTEMS is not

delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: Robert J. Gochman

Title: Pres

Subscribed and Sworn to
Before me this 19th
Day of May, 2009



INSURANCE REQUIREMENTS

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident \$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words "endeavor to" and "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 29th DAY OF September, 2009

Mark Goldsmith
Signature
Mark Goldsmith
Printed Name & Title

Authorized to execute agreements for:
Gateway Business Systems, Inc
Name of Company



CERTIFICATE OF LIABILITY INSURANCE

 OP ID PS
GATEW04

DATE (MM/DD/YYYY)

09/29/09

PRODUCER HRUSKA INSURANCECENTER, INC. P.O BOX 250 FLOSSMOOR IL 60422 Phone: 708-798-5700 Fax: 708-798-1475		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Gateway Business Systems, Inc. 510 Progress Av Munster IN 46321		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Hanover Insurance Company	22292
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY	OBC283942701	04/01/09	04/01/10	EACH OCCURRENCE	\$ 2,000,000
		☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
		☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 4,000,000
						GENERAL AGGREGATE	\$ 6,000,000
						PRODUCTS - COMP/OP AGG	\$ 4,000,000
						GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	
A	X	AUTOMOBILE LIABILITY	OBC283942701	04/01/09	04/01/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
		☐ ANY AUTO				BODILY INJURY (Per person)	\$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
A	X	HIRED AUTOS	OBC283942701	04/01/09	04/01/10		
A	X	NON-OWNED AUTOS	OBC283942701	04/01/09	04/01/10		
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		☐ ANY AUTO				OTHER THAN AUTO ONLY - EA ACC	\$
						AGG	\$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	\$
							\$
		DEDUCTIBLE					\$
		RETENTION \$					\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WDC283943301	04/01/09	04/01/10	☒ WC STATUTORY LIMITS ☐ OTH-ER	\$ 500000
		OTHER				E.L. EACH ACCIDENT	\$ 500000
						E.L. DISEASE - EA EMPLOYEE	\$ 500000
						E.L. DISEASE - POLICY LIMIT	\$ 500000
A		PropertyInTransit	OBC283942701	04/01/09	04/01/10	\$500 Ded	\$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds to the General Liability Policy if required by written contract.
A Ten Day Notice of Cancellation will be given for non-payment of premium.

CERTIFICATE HOLDER

ORLAN01 Village of Orland Park 14700 Ravinia Avenue Orland Park IL 60462

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE