

CITY OF OLATHE AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and Today's Business Solutions Inc, hereinafter "Vendor" (each individually a "Party" and collectively, the "Parties"). City needs public printing equipment and services, and contracts with Vendor for the work described in Vendor's proposal in **Exhibit A**.

1. FEES, EXPENSES, AND TERM. City agrees to pay Vendor an amount not to exceed \$60,093.00 for the work described in **Exhibit A**. If provided for in **Exhibit A**, Vendor will be reimbursed at the actual cost of the specified expenses. This contract will be a three (3)-year contract with the option to renew for up to (2) additional one (1)-year periods upon the written agreement of both parties.

2. ADDITIONAL SERVICES. Vendor may provide services in addition to those listed **Exhibit A** when authorized in writing by City.

3. BILLING. Vendor may bill City monthly for all completed work and reimbursable expenses. Vendor must submit a bill which itemizes the work and reimbursable expenses.

4. PAYMENT. City agrees to pay Vendor within thirty (30) days of approval by the Governing Body or other agent of City in accordance with the City's Procurement Policy. If City becomes credibly informed that any representations of Vendor provided in its billing are wholly or partially inaccurate, City may withhold payment of sums then or in the future due to Vendor until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction.

5. STANDARD OF CARE. Vendor will exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily possessed and exercised by a professional under similar circumstances. If Vendor fails to meet the foregoing standard, Vendor will perform at its own cost, and without reimbursement, any work necessary to correct errors and omissions which are caused by Vendor's negligence.

6. TERMINATION FOR CONVENIENCE. City may terminate this Agreement for convenience by providing fifteen (15) days' written notice to Vendor. City will compensate Vendor for all work completed and accepted and reimbursable expenses incurred to the date of its receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed.

7. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of work to be provided by Vendor under this Agreement, City may terminate or reduce the amount of work to be provided by Vendor under this Agreement. In such event, City will notify Vendor in writing at least thirty (30) days in advance of such termination or reduction of work for lack of funds.

8. DISPUTE RESOLUTION. The Parties agree that disputes regarding the work will first be addressed by negotiations between the Parties. If negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests. Notwithstanding any such dispute, Vendor will proceed with undisputed work as if no dispute existed, and City will continue to pay for Vendor's completed undisputed work. No dispute will be submitted to arbitration without both Parties' written

approval.

9. SUBCONTRACTING. Vendor may not subcontract or assign any of the work to be performed under this Agreement without first obtaining the written approval of City. Unless stated in the written approval to an assignment, no assignment will release or discharge Vendor from any obligation under this Agreement. Any person or entity providing subcontracted work under this Agreement must comply with **Section 11 (Insurance)**.

10. OWNERSHIP OF DOCUMENTS. All final documents provided to City as part of the work provided under this Agreement, including but not limited to reports, plans, and related documents, will become City's property except that Vendor's copyrighted documents will remain owned by Vendor. Such documents must be clearly marked and identified as copyrighted by Vendor.

11. INSURANCE. Vendor and any subcontractor will maintain for the term of this Agreement insurance as provided in **Exhibit B**.

12. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Agreement, Vendor agrees to indemnify, defend, and hold harmless City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Vendor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Vendor is not required hereunder to defend City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence. City does not indemnify Vendor.

13. LIMITATION OF LIABILITY FOR BREACH OF CONTRACT OR NEGLIGENT PERFORMANCE. Any attempt to limit liability for breach of contract or negligent performance to the amount of the payment to Vendor by City is void. Any attempt to limit Vendor's liability to City for consequential, exemplary, or punitive damages, or any other measure of damages permitted by law, in any action against Vendor for breach of contract is void.

14. KANSAS ACT AGAINST DISCRIMINATION. *Unless* Vendor employs fewer than four (4) employees during the term of this Agreement, or *unless* the total of all agreements (including this Agreement) between Vendor and City during a calendar year are cumulatively less than \$5,000, *then* during the performance of this Agreement, Vendor agrees that:

- a. Vendor will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- b. in all solicitations or advertisements for employees, Vendor will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");
- c. if Vendor fails to comply with the way Vendor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by City without penalty;
- d. if Vendor is found guilty of a violation of the Kansas Act Against Discrimination

under a decision or order of the commission which has become final, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by the contracting agency; and

- e. Vendor will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

15. ENTIRE AGREEMENT. This Agreement, including all documents and exhibits included by reference herein, constitutes the entire Agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to by both Parties.

16. NO THIRD-PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

17. INDEPENDENT CONTRACTOR STATUS. Vendor is an independent contractor and not an agent or employee of City.

18. COMPLIANCE WITH LAWS. Vendor will abide by all applicable federal, state, and local laws, ordinances, and regulations.

19. FORCE MAJEURE CLAUSE. Neither Party will be considered in default under this Contract because of any delays in performance of obligations hereunder due to causes beyond the control and without fault or negligence on the part of the delayed Party, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, tornado, epidemic, quarantine restrictions, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the delayed Party must notify the other Party in writing of the cause of delay and its probable extent within ten (10) days from the beginning of such delay. Such notification will not be the basis for a claim for additional compensation. The delayed Party must make all reasonable efforts to remove or eliminate the cause of delay and must, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

20. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Agreement and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Kansas, excluding Kansas' choice-of-law principles. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Johnson County, Kansas.

21. SEVERABILITY. If any provision of this Agreement is determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Agreement will be unaffected and will continue to be valid and enforceable.

22. ORDER OF PRECEDENCE. If there is any conflict between the terms of this Agreement, excluding exhibits, and anything contained in the exhibits referenced herein or attached hereto, the terms and provisions of this Agreement, excluding exhibits, shall control.

[The remainder of this page is intentionally left blank.]

The Parties hereto have caused this Agreement to be executed this ____ day of

_____ 20__.

CITY OF OLATHE, KANSAS

By: _____
Mayor

ATTEST:

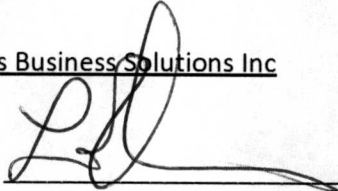
City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney or Deputy/Assistant City Attorney

Today's Business Solutions Inc

By: 

Lou Flavio, Vice President of Sales
7820 S Quincy St
Willowbrook, IL 60527

Exhibit A
Vendor's Proposal



Service Level Agreement for Product Maintenance and Support.

This is a Service Level Agreement (SLA) from Today's Business Solutions for Goods and Services between the Olathe Public Library (Library) and Today's Business Solutions, Inc. (TBS).

TBS will provide the support services detailed in this Service Level Agreement (SLA) for the Software and Hardware, as defined in the Purchase Order and Terms and Conditions. This SLA, together with the Purchase Order # _____, Purchase Order Terms and Conditions, and all other documents explicitly incorporated by reference in writing, constitute the entire agreement of the Parties ("Contract"). To the extent a conflict exists between the Purchase Order or Terms and Conditions and this SLA, TBS and Library agree the terms of the Purchase Order and Terms and Conditions will prevail and control.

2. Scope of Service

Providing that the Olathe Public Library is a current subscriber to support and maintenance and has paid the support and maintenance fees due as per the Contract, TBS will provide support and maintenance services related to the use of the Software and Hardware in accordance with the Contract. The supported Software and Hardware is outlined in the support contract of this Contract and the Sales Order signed by Olathe Public Library for Library Patron Computer and Print Management Solutions.

3. Service Definition

3.1 Level 1 Support

Support Services provided by TBS shall include level 1 support through the TBS Help Desk ("The Help Desk") for the Software identified in the support Contract. The Help Desk staff will provide diagnosis of problems or performance deficiencies of the Software.

3.1.1

TBS will use commercially reasonable efforts to cure, as described in the Help Desk Services and Service Levels, and report any reproducible errors in software, hardware, and software as defined in Scope of Service described above. Commercially reasonable is not intended to compromise the service levels agreed to in this Schedule.

3.2 Exclusions to the scope of Service

Excluded from TBS's Support Services are services related to:

3.2.1

All 3rd party software products, except those embedded in the Software

3.2.2

All hardware products that are used to run or access TBS applications by end users not provided by TBS

3.2.3

All peripheral hardware products not provided by TBS

3.2.4

All Library network installations including software and hardware products

3.2.5

All Library applications that interface to the TBS products

3.2.6

All Internet services provided by the Library Internet Service Provider

3.2.7

All Library dependent manual processes to manage document distribution

TBS may, at its own discretion and in concurrence with the Library, assist in troubleshooting and resolving any of the excluded services. The Library and TBS will agree upon a cost for such support in a written quote agreed upon ahead of the service and a purchase order created. All invoices need applicable time sheets, and rates are billed based on the level of expertise required, not the highest level of experience of the technician or resource. E.g. a specialist is required to perform the work and an Sr. Engineer was available to perform the work, the rate should be billed at the Specialist Rate not the Sr. Engineer Rate.

4. Business Hours

TBS will provide Support Services from: Monday to Friday 8:00am to 5:00pm CST

Any support hours not covered in the description of Business Hours or hours that fall on a Statutory Holiday day will be considered as After-Hours Support. Library observed holidays provided for awareness.

4.1 Recognized Statutory and Civic Holidays

TBS Holidays Observed	
Date	Month
New Year's Day	January
Presidents Day	February
Easter	Spring
Independence Day	July
Labor Day	September
Thanksgiving Day (USA)	November
Christmas	December

Library Holidays Observed	
Date	Month
New Year's Day	January
Martin Luther King, Jr. Day	January
Presidents Day	February
Easter	Spring
Juneteenth	June
Independence Day	July
Labor Day	September
Veterans Day	November
Thanksgiving Day and day after	November
Christmas	December

4.2 Requesting Support or Service

Help Desk services can be accessed in the following ways: Phone = call Help Desk 1.630.537.1370

E-Mail = send a message with a detailed description of your request for service to support@tbsit360.com or helpdesk@tbsit360.com.

Web Services = online portal via Today's Business Solutions support portal.

5. Help Desk Services and Service Levels

The Help Desk will make every effort to resolve issues at the time of the service call as defined below in "first call resolution." This will be the initial method of resolving before assigning a severity level. The Help Desk staff will log and assign severity of all requests, based on specific definitions. Requests will be handled based on severity assigned to them.

The following table describes the severity levels assigned to requests for problem resolution with associated response and completion time commitments and targets. The Resolution Time period begins immediately after a severity level is assigned by the intake technician and terminates once the issue has been resolved and a satisfaction rating request assigned to the customer.

Severity	Definition	Response Time by Support Technician	Resolution Time
Critical	The impact of the reported deficiency is such that the customer is unable to either use TBS software and/or hardware or reasonably continue to work using the software and/or hardware.	Within 1 Business hours Average Time	<= 4 Business Hours
High	Important features of the software and/or hardware are not working properly and there are no acceptable, alternative solutions. While other areas of the software and/or hardware are not impacted, the reported deficiency has created a significant, negative impact on the availability of services.	Within 2-4 Business hours Average Time	<= 8 Business Hours

Medium	Important features of the software and/or hardware are unavailable, but an alternative solution is available or non-essential features of the software and/or hardware are unavailable with no alternative solution. The Client impact, regardless of product usage, is minimal loss of operational functionality or implementation resources.	Within 1-2 business days	<= 16 Business Hours
Low	Customer submits a software and/or hardware information request, software and/or hardware enhancement or documentation clarification which has no operational impact. The implementation or use of the software and/or hardware by the Client is continuing and there is no negative impact on productivity	Within 3-5 business days	Within next scheduled Product Upgrade Release

First Call Resolution - when a user's request or problem has been fulfilled or resolved before they have disconnected the call.

If any reported problem cannot be reproduced within the TBS test environment, TBS may request to gain remote access to Olathe Public Library's environment to troubleshoot the problem. TBS will comply with the Library's security requirements for remote connection to Library networks and systems.

The Library shall cooperate with TBS's support staff in providing such access in order to accelerate problem resolution. With respect to Critical Severity reported deficiencies, TBS may, with the concurrence of the Library, elect to send senior support or development staff on-site to a Library location in order to accelerate problem resolution.

TBS will provide first contact support for solutions that integrate with TBS products as outlined in the Sales Order for Library Patron Computer and Print Management Solutions. TBS will make efforts to ensure that TBS products are functioning correctly, then escalate to other support as needed for resolution.

6. Problem Escalation Management

TBS uses a set of core procedures for the escalation of all Help Desk tickets. It is our mandate to escalate issues as circumstances dictate. The Help Desk will use the following Elapsed Times in Business Hours as a threshold before escalation occurs. Unless specifically requested by the End-User, escalation will begin just prior to the failure to achieve any Service Level target. Escalation may also begin if perceived by The Help Desk, that the End-User's expectations were not satisfactorily met.

It is our mandate to escalate problems / incidents before 50% of the agreed upon Resolutions Time target has passed. More often than not, escalations are performed within thirty (30)

minutes of problem / incident identification to support resolution. This allows our First Level Support Technicians to focus on maintaining client service expectations, while ensuring that issues requiring Second Level Support Technician skills are addressed in an expedient manner.

6.1 Escalation Management Schedule

Escalation Level	Timeline (hh:mm)	Escalated to:	Escalated by:
1	00:00	1 st Level Analyst	End-User
2	00:30	Help Desk Team Lead	1 st Level Analyst
3	02:00	2 nd Level Analyst	Help Desk Team Lead
4	08:00	Help Desk Manager	2nd Level Analyst
5	24:00	VP General Manager	Help Desk Manager

7. Maintenance

During the term of the Contract, providing the Olathe Public Library is a current subscriber to support and maintenance and has paid the support and maintenance fees due as per this Contract, TBS will provide the Library access to copyrighted patches, updates, releases and new versions of its Software generally available to all customers with other generally available technical material. All patches, updates, releases and new versions shall be subject to the terms and conditions of the Contract. TBS will proactively notify the Library that software updates and patches are available within fourteen (14) days of release. For security patches, TBS will notify the Library of availability within two (2) days of release. TBS, Inc. will either provide software updates to the JCL IT team for application or, alternately, proactively schedule maintenance.

8. Duration

This Schedule shall be effective for the period specified in the purchase agreement of the Contract.

This agreement shall run from the Effective date of the contract for one year as indicated above with five optional one-year renewals pursuant to written notice not less than 60 days before expiration of any term. Payment for each renewal term shall be due on the renewal date at the rates for support of the Software as outlined in the purchase agreement.

TBS agrees to provide an account review with the Library sixty (60) days prior to the optional renewal date along with review of this SLA for update yearly.

9. General

Times by which TBS will perform under this Schedule shall be postponed automatically to the extent that TBS is prevented from meeting them by an Event of Force Majeure.

10. Reporting

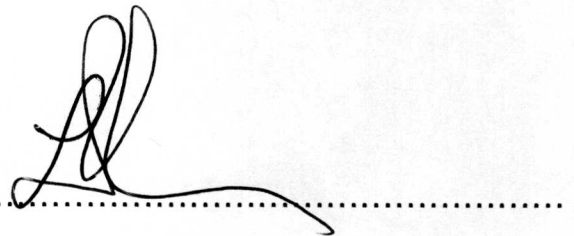
TBS upon written request shall provide at minimum the Library with quarterly reporting on

all metrics identified in this Schedule for ongoing compliance review by the Library. TBS will provide the Library with reporting module in their IT ticketing solution to evaluate response parameters.

11. Hardware Support

TBS will provide on-site repairs and replacements for Hardware, as defined in the Purchase Order Terms and Conditions within two (2) business days of hardware failure. Alternately, TBS may proactively provide replacement parts for the Library. Hardware replacements will be shipped within one (1) business day of identifying performance issues as resulting from hardware using one day shipping. TBS will provide a limited inventory of hardware replacement parts to keep on hand for replacement by Library IT.

Signatures.....

A handwritten signature in black ink, consisting of a large, stylized 'A' followed by a horizontal line that extends to the right, ending at a dotted line.

Redefining Your Library's Customer Experience

ePRINTit™
SECURE CLOUD PRINTING
Mobile Printing



PaperCutMF
Print Management

TBS 9900
PAYMENT KIOSKS
Payment Solutions



**3 Year Contract for MyPC (57), Print
and Mobile Printing (2) Locations, (4)
High Coin/Bill CC Kiosks and (2) Scan
EZ**

Quote # MS001499
Version 1

 **EasyBooking™**
 **MyPC**
Computer Booking

Prepared for:
Olathe Public Library

Mary Swabb
mkswabb@olatheks.org

Prepared by:
Corporate Office

Mick Smith
msmith@tbsit360.com


ScanEZ™

Scanning Solutions




TBS
TODAY'S BUSINESS SOLUTIONS, INC.

POINT OF SALE SYSTEM
**MAGNA
POS-L**
FOR LIBRARIES
Point Of Sale





7820 S Quincy
Willowbrook, Illinois 60527
www.tbsit360.com
630-537-1370

Wednesday, June 12, 2024

Olathe Public Library
Mary Swabb
Downtown Library
260 E. Santa Fe St.
Olathe, KS 66061
mkswabb@olatheks.org

Dear Mary,

Today's Business Solutions, Inc. (TBS) would like to thank you and your Library Team for the opportunity to earn your partnership. We are excited to provide more capabilities and provide significant enhancements for your patrons and staff with our solutions and outstanding customer service and support.

A few of the many benefits your staff and patrons will receive from TBS include:

- Since 1991 TBS has become the leader for advancing technology for time and print management for libraries.
- Customer service is the center of our philosophy.
- Our extensive knowledge of library management systems, your patrons and staff for the ever-changing needs of this market has set TBS apart from other companies within this industry.
- We are a Hardware and Software expert, thus for the past 7 years TBS has been Awarded Platinum Status from MLA for our products and solutions.
- In the past 10 years, TBS has successfully converted many libraries from competitive systems similar to your current one.
- TBS was the first vendor to bring mobile printing to the market and our solution is far easier for your patrons to use than any other.
- TBS offers a browser-based staff portal that will save your staff hours.
- Our robust standard reporting provides valuable tools for staff that are unmatched by anyone else in the industry.
- Our Scan EZ scan/copy/fax solution with image enhancement, internet-based faxing and translation service to text and audio is revolutionizing scanning to attract more patrons.
- TBS's expertise in system conversions will make transitioning to the TBS solution a smooth one for both customers and staff.

It is our intent to earn your partnership and provide your Library with state-of-the-art solutions that far exceed your minimum requirements.

Thank you in advance for reviewing our proposal. Do not hesitate to reach me to review or ask any questions regarding any part of our proposal or solution via email or at 630-537-1370.

Mick Smith
Director of Sales
Corporate Office



7820 S Quincy
Willowbrook, Illinois 60527
www.tbsit360.com
630-537-1370

About Us

TBS – Today's Business Solutions was established in 1991 and is a software and hardware solutions provider specializing in the Public Library and Higher Education markets.

TBS provides **BookScan Stations, Print Management, MyPC Computer** booking, and **Web-Based Printing Portals** as well as a full line of payment devices.

Payment devices range from low-cost coin towers to combination systems of a coin, bill, and debit cards; to “networked” terminals connected to a centralized server. Payment devices control access and charge for such things as copies, printing, scanning, fax, laundry, vending, Point of Sale, PC time access, door access.

Our solutions can also integrate a Web-Base credit card gateway which will allow users to use their credit cards or Debit cards (**Master Card, Visa, American Express**, etc.) for such purchases. Our solutions decrease your cost of operating your business while increasing your patron's overall satisfaction.

In addition to being an equipment provider, TBS provides: Sales Support, Technical Support and can custom design support and implementation programs to meet any customer's requirements



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MyPC Computer Time Management

Product No.	Qty	Description	Unit Price	Ext. Price
MYPC-BASE	1	Centralised Database, Internet / Intranet Booking, Library Fines and Overdue Items Module, Full Documentation and Reference Guides	\$1,995.00	\$1,995.00
MYPC-ADD-Migration	57	MyPC Migration Workstation License	\$20.00	\$1,140.00
MYPC-ASM-IMWS	1	MyPC - Includes annual license fee, updates & bug fixes within the maintenance period.	\$826.00	\$826.00
TBS-ILS-CT	1	This module is included with active TBS Support Contract. Use of the module is prohibited without a current TBS Support Contract for MyPC.	\$995.00	\$995.00

Subtotal: \$4,956.00

PaperCut Print Management

Product No.	Qty	Description	Unit Price	Ext. Price
PCUT-MF	1	PaperCut MF Library Edition	\$0.00	\$0.00
PCUT-MFB	1	PaperCut-MF - Additional Branch	\$0.00	\$0.00
PCUT-CCC	4	Cartadis cPad connection	\$0.00	\$0.00
PCUT-CVL	4	Cartadis cPad Value Loader	\$0.00	\$0.00
PCUT-UAS-12	1	PaperCut Upgrade Assurance and Support (12 months)	\$580.00	\$580.00
TBS-SP	1	TBS Staff Portal	\$495.00	\$495.00

Subtotal: \$1,075.00

ePRINTit

Product No.	Qty	Description	Unit Price	Ext. Price
EPI-UP	2	ePrintIT Mobile Unlimited Printer Licenses - Per Building	\$445.00	\$890.00

Subtotal: \$890.00



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Kiosk

Product No.	Qty	Description	Unit Price	Ext. Price
TBS-Kiosk-CC	4	TBS Kiosk with Coin, Bill and Credit Card There is an additional \$8.95 monthly fee for each Credit Card terminal and NOT included above. Each Credit Card transaction is billed at 5.95%.	\$4,195.00	\$16,780.00
KRFK-HB	4	High Bill Recycler with Coin Retrofit Kit	\$1,390.00	\$5,560.00
TBS-WHEELS	4	9900 Stand with Wheels	\$165.00	\$660.00

Subtotal: \$23,000.00

Scan Stations

Product No.	Qty	Description	Unit Price	Ext. Price
SSS-21-FBS	2	ScanEZ with 21" Tablet/Wide Screen and 11" x 17" Book Edge Flat Bed Scanner	\$5,095.00	\$10,190.00
AD370	2	Single Pass Duplex Sheet Feed Scanner 70ppm/140ppm	\$695.00	\$1,390.00
ASA-SCANEZ	2	ScanEZ Annual license and support. Includes all hardware and software support, updates, and licenses. First Year Maintenance & Support are included with the purchase.	\$0.00	\$0.00
SSS-ATS	1	ScanEZ - 80+ Languages to Text, 40+ Languages to Audio (MP3) (Only 1 Needed for Fleet)	\$240.00	\$240.00
SSS-VPIX	2	Image Enhancement Module	\$195.00	\$390.00
SSS-Fax	2	Simple Scan Station - Fax Service	\$0.00	\$0.00
SSS-FEATURES	2	Exclusive TBS ScanEZ Features: <ul style="list-style-type: none"> • ScanEZ Web Reports • ABBYY® Fine Reader - OCR supports • True Copy Function • Multilingual User Interface • HIPPA Compliant Secure Fax Service • Automatic call FAX re-submission during off-hours • Print from USB/Cloud Storage 	\$0.00	\$0.00
SSS-WR	1	ScanEZ Web Reports (1 Needed for Fleet)	\$0.00	\$0.00
SSS-OCR	2	ABBYY® Fine Reader - OCR supports 198 recognition languages in all combinations. 53 languages include dictionary support.	\$0.00	\$0.00



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Scan Stations

Product No.	Qty	Description	Unit Price	Ext. Price
SSS-MLI	2	The ScanEZ Station multilingual interface allows users to switch on-screen text to one of languages 25 different languages.	\$0.00	\$0.00
SSS-TC	2	True Copy Function – Provides user with an easy way to utilize the ScanEZ Station as a copier replacement including Single Pass ID Copy, reduction and enlargement capabilities.	\$0.00	\$0.00
SSS-HSF	2	HIPAA Compliant Fax Service - Privacy and Security of an individual's medical records and health information.	\$0.00	\$0.00
SSS-BF	2	Busy Fax - Automatic call re-submission during off-hours	\$0.00	\$0.00
SSS-UCP	2	Print from USB/Cloud Storage	\$0.00	\$0.00

Subtotal: \$12,210.00

Annual Maintenance and Support After Year 1

Description	Price	Qty	Ext. Price
MYPC-ASM-IMWS MyPC - Includes annual license fee, updates & bug fixes within the maintenance period. Year 2	\$826.00	1	\$826.00
MYPC-ASM-IMWS MyPC - Includes annual license fee, updates & bug fixes within the maintenance period. Year 3	\$826.00	1	\$826.00
PCUT-MS PaperCut Upgrade Maintenance and Support (Years 2 and 3)	\$580.00	2	\$1,160.00
EPI-UP ePrintIT Mobile Unlimited Printer Licenses - Per Building (Years 2 and 3)	\$445.00	4	\$1,780.00
ASA-KT TBS Kiosk/Towers Annual Depot Service Agreement includes all parts, shipping, return shipping, and bill changer updates. (Years 2 and 3)	\$695.00	8	\$5,560.00
ASA-SSS ScanEZ Station Annual license and support. Includes all hardware support and software support , updates and licenses. (Years 2 and 3)	\$795.00	4	\$3,180.00
SSS-VPIX-BSA Yearly Support for Image Enhancement (Years 2 and 3)	\$60.00	4	\$240.00
SSS-ATS ScanEZ - 80+ Languages to Text, 40+ Languages to Audio (MP3) (Years 2 and 3)	\$240.00	2	\$480.00

Subtotal: \$14,052.00



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3 Year Contract for MyPC (57), Print and Mobile Printing (2) Locations, (4) High Coin/Bill CC Kiosks and (2) Scan EZ

Quote Information:

Quote #: MS001499

Version: 1

Delivery Date: 06/12/2024

Expiration Date: 06/27/2024

Prepared for:

Olathe Public Library

Downtown Library

260 E. Santa Fe St.

Olathe, KS 66061

Mary Swabb

(913) 971-6841

mkswabb@olatheks.org

Prepared by:



Corporate Office

Mick Smith

630-537-1370 ex: 1004

Fax 630-537-1369

msmith@tbsit360.com

Quote Summary

Description	Amount
MyPC Computer Time Management	\$4,956.00
PaperCut Print Management	\$1,075.00
ePRINTit	\$890.00
Kiosk	\$23,000.00
Scan Stations	\$12,210.00
Services	\$17,142.00

Subtotal: \$59,273.00

Estimated Shipping: \$820.00

Total: \$60,093.00

Terms and Conditions

1.Freight Prepaid

2.This price quote is good for 40 days from the date of this quotation

3.TERMS are Net 30 days from the date of shipment (not installation)

4.Lead-time is TBD

5.Equipment remains TBS Inc. property until payment is received



7820 S Quincy
Willowbrook, Illinois 60527
www.tbsit360.com
630-537-1370

Corporate Office

Signature: _____
Name: Mick Smith
Title: Director of Sales
Date: 06/12/2024

Olathe Public Library

Signature: _____
Name: Mary Swabb
Date: _____

Exhibit B
CITY OF OLATHE INSURANCE REQUIREMENTS

These requirements apply to the vendor or contractor ("Vendor") entering into an Agreement with the City of Olathe ("City").

A. Insurance. Secure and maintain for the term of the Agreement insurance of such types and in at least such amounts as set forth below from a Kansas authorized insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VII" financial rating or better, unless otherwise agreed to by City:

1. Commercial General Liability: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.

Limits: Per Occurrence, including Personal & Advertising Injury and Products/Completed Operations: \$1,000,000; General Aggregate: \$2,000,000.

2. Business Auto Insurance: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any automobile policy of insurance. Insurance must apply separately to each insured against whom claim is made or suit is brought, subject to liability limits.

Limits: All Owned Autos; Hired Autos; and Non-Owned Autos: Per occurrence, combined single limit: \$500,000.

Notwithstanding the foregoing, if Vendor does not own any automobiles, then Vendor must maintain Hired and Non-Owned Auto insurance.

3. Worker's Compensation and Employer's Liability: Workers compensation insurance must protect Vendor against all claims under applicable state Worker's Compensation laws at the statutory limits, and employer's liability with the following limits.

Limits: \$500,000 Each Accident/\$500,000 Policy Limit/\$500,000 Each Employee

4. Professional Liability (if applicable): **Unless excused by the Agreement with the City**, Vendor must maintain for the term of this Agreement and for a period of three (3) years after the termination of this Agreement, Professional Liability Insurance.

Limits: Each Claim: \$1,000,000; General Aggregate: \$1,000,000.

5. Cyber Insurance (if applicable): **IF** accessing the City's network or City's data, **THEN** maintain the following coverages throughout for the term of this Agreement and for a period of three (3) years after the termination of this

Agreement: Cyber Incident/Breach Response and Remediation Expenses, Digital Data Recovery, Privacy and Network Security Liability, and Notification Expense.

Limits: Per claim, each insuring agreement: \$1,000,000; Aggregate: \$1,000,000.

- B. Exposure Limits.** Above are minimum acceptable coverage limits and do not imply or place a liability limit nor imply that the City has assessed the risk that may be applicable to Vendor. Vendor must assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. The Vendor's insurance must be primary, and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Vendor.
- C. Costs.** Insurance costs must be at Vendor's expense and accounted for in Vendor's bid or proposal. Any deductibles or self-insurance in the above-described coverages will be the responsibility and at the sole risk of the Vendor.
- D. Verification of Coverage**
1. Must provide certificate of insurance on ISO form or equivalent, listing the City as certificate holder, and additional insured endorsements for requested coverages.
 2. Any self-insurance must be approved in advance by the City and specified on the certificate of insurance. Additionally, when self-insured, the name, address, and telephone number of the claim's office must be noted on the certificate or attached in a separate document.
 3. When any of the insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage must be submitted along with the application for final payment.
 4. For cyber insurance, the certificate of insurance confirming the required protection must confirm the required coverages in the "Additional Comments" section or provide a copy of the declarations page confirming the details of the cyber insurance policy.
- E. Cancellation.** No required coverage may be suspended, voided, or canceled, except after Vendor has provided thirty (30) days' advance written notice to the City.
- F. Subcontractor's Insurance:** If a part of this Agreement is to be sublet, Vendor must either cover all subcontractors under its insurance policies; **OR** require each subcontractor not so covered to meet the standards stated herein.