

Government Information Technology Consortium

Information Technology Services

Request for Proposals and Contract Documents

Prepared by Purchasing Department 11/8/2022

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REQUEST FOR PROPOSALS

Information Technology Services

RECEIPT OF PROPOSALS

Sealed Proposals for the Government Information Technology Consortium for Information Technology Services are invited and will be received by the Government Information Technology Consortium (hereinafter referred to as GovITC). All responses must be submitted electronically through Vendor Registry online procurement system by the RFP Proposal Due Date on Thursday December 15, 2022 at 10:00 AM. Hard copy proposals will not be accepted. Responses will <u>not</u> be publicly opened.

In order to submit a proposal, Service Providers shall:

- 1. Go to www.vbg.org/bids
- Select on the project description, 'Information Technology Services' and click the large red button at the top.

SUBMIT BID

- 3. Log in to your account and submit your proposal.
- RFP Submittal Documents (Response Packet) shall consist of two attachments as a .pdf document (up to 200 MB)

PROJECT OVERVIEW

It is the intent of the Government Information Technology Consortium to enter into an agreement with a reputable Information Technology (IT) provider ("Service Provider") to provide information technology and computer support services, in partial or in whole, immediately or potentially in the future, including:

- 1. Management and Administration
- 2. End User Services
- 3. Data Center Services
- 4. Network and Telecommunications
- 5. Application Support

Through this joint proposal process, the GovITC is releasing this single RFP document and is coordinating the proposal process on behalf of it's member Municipalities identified herein. Each City's or Village's municipal manager/administrator or board of trustees/city council, as the case may be, will have the right to review and independently take action on the proposals submitted. The GovITC is to hold a master contract with a Service Provider on behalf of the Municipalities that choose to receive services from the selected Service Provider.

QUESTIONS

All comments or concerns regarding this Request for Proposals ("RFP") shall be addressed to the Government Information Technology Consortium Purchasing Manager via email at brobinson@vbg.org. All such e-mails must contain "Information Technology Services RFP" in the subject line of the e-mail. This will allow for responses to go to all Service Providers in the event that the question has a pertinent relevance to all those involved. All questions must be received by Friday, November 18, 2022 at 1:30 p.m. Central Standard Time.

For information on how to receive a copy of the Request for Proposals Package and any addenda contact the Office of the Purchasing Manager at 847-459-2500 or visit the Village of Buffalo Grove procurement website at https://www.vbg.org/bids

HOLDING OF PROPOSALS

No Proposal shall be withdrawn after Thursday December 15, 2022 at 10:00 AM without the consent of the GovITC, for a period of ninety (90) calendar days.

QUALIFICATION OF SERVICE PROVIDERS

It is the intention of the GovITC to award a contract only to the Service Provider who furnishes satisfactory evidence that they have the requisite qualifications and ability and that they have sufficient capital and facilities to enable them to complete the work successfully and promptly, and to complete the work within the time named in the Contract Documents.

The GovITC may make such investigations as it deems necessary to determine the qualifications and ability of the Service Provider to perform the work, and the Service Providers shall furnish to the GovITC all the information and data for this purpose as the GovITC may request. The GovITC reserves the right to reject any and all Proposals if the evidence submitted by, or investigation of such Service Provider fails to satisfy the GovITC's expectations.

RESERVATION OF RIGHTS

The GovITC reserves the right to accept the Service Provider's submission that is, in its judgment, the best and most favorable to the interests of the GovITC and the public; to reject the low Price Submittal; to accept any item in the Service Provider's submittal or a portion thereof; to reject any and all submissions; to accept and incorporate corrections, clarifications or modifications following the opening of the Service Provider's submission when to do so would not, in the GovITC's opinion, prejudice the procurement process or create any improper advantage to any Service Provider; and to waive irregularities and informalities in the procurement process or in any submission; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and the Service Provider should not rely upon, or anticipate, such waivers in submitting their submissions. The enforcement of this Reservation of Rights by the GovITC shall not be considered an alteration of the Proposal.

INSTRUCTIONS TO SERVICE PROVIDERS

- 1. Response documents should consist of two separate PDF files as described below. Each Service Provider shall be required to submit original PDF copies via the Vendor Registry website:
 - a) The Response Packet PDF consisting of Public Contract Statements (must be signed, notarized, and submitted) on page 7, Response Documents as detailed on pages 56-58, and Profile and Qualifications Form on pages 59-60. Response Packets shall be named as Follows.

"Company Name" GovITC-2022-01

b) A signed PDF copy of the Schedule of Prices shown on pages 42-55 and a Special Project Pricing Schedule.

"Company Name" GovITC-2022-01 Schedule of Prices

- 2. The Service Provider shall not under any circumstances be relieved of its liabilities and obligations. All transactions of the GovITC shall be with the Service Provider. Subcontractors shall be recognized only in such capacity.
- 3. The GovITC reserves the right to accept the Service Provider's submission that is, in their judgment, the best and most favorable to the interests of the GovITC and the public; to reject the low Price Submittal; to accept any item in the Service Provider's submittal or a portion thereof; to reject any and all submissions; to accept and incorporate corrections, clarifications or modifications following the opening of the Service Provider's submission when to do so would not, in GovITC's opinion, prejudice the procurement process or create any improper advantage to any Service Provider; and to waive irregularities and informalities in the procurement process or in any submission; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and the Service Provider should not rely upon, or anticipate, such waivers in submitting their submissions. The enforcement of this Reservation of Rights by the GovITC shall not be considered an alteration of the Proposal.
- 4. Any Service Provider may be required by the GovITC to submit additional data to satisfy the GovITC that such Service Provider is prepared to fulfill the Contract, if it is awarded to them.
- 5. Service Provider shall obtain, at its own expense, all permits, insurance, and business licenses and all other licenses which may be required to complete the project and/or be required by municipal, state, and federal regulations and laws.

- 6. All Service Providers are prohibited from making any contact with the GovITC President, Trustees, or any other official or employee of the GovITC or member community (collectively, "Municipal Personnel") with regard to the work, other than in the manner and to the person(s) designated herein. The President of GovITC reserves the right to disqualify any Service Provider that is found to have contacted Municipal Personnel in any manner with regard to the work. Additionally, if the GovITC President determines that the contact with Municipal Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the Cook County State's Attorney for review and prosecution.
- 7. Note any exceptions to the Scope of Services requested and contract language in Appendix A in your RFP response.
- 8. Joint Procurement: The purchase of goods and services pursuant to the terms of this RFP shall also be offered for purchases to be made by other municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each municipality and the Service Provider. The Service Provider agrees that the GovITC shall not be responsible in any way for purchase orders or payments made by the other municipalities. The Service Provider further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to other municipalities during the extended term of this Agreement.

The Service Provider and the other municipalities may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the Service Provider and the other municipality.

GOVITC PUBLIC CONTRACT STATEMENTS

The Government Information Technology Consortium is required to obtain certain information in the administration and awarding of public contracts. The following Public Contract Statements shall be executed and notarized.

PUBLIC CONTRACT STATEMENTS CERTIFICATION OF CONTRACTOR/SERVICE PROVIDER

In order to comply with 720 Illinois Compiled Statutes 5/33 E-1 et seq., the Government Information Technology Consortium requires the following certification be acknowledged:

The below-signed Service Provider/contractor hereby certifies that it is not barred from Bidding or supplying any goods, services or construction let by the Government Information Technology Consortium with or without Bid, due to any violation of either Section 5/33 E-3 or 5/33 E-4 of Article 33E, Public Contracts, of the Chapter 720 of the Illinois Compiled Statutes, as amended. This act relates to interference with public contracting, Bid rigging and rotating, kickbacks, and Biding.

CERTIFICATION RELATIVE TO 65 ILCS 5/11-42.1.1

In order to comply with 65 Illinois Complied Statutes 5/11-42.1.1, the Government Information Technology Consortium requires the following certification:

The undersigned does hereby swear and affirm that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless it is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax. The undersigned further understands that making a false statement herein: (1) is a Class A Misdemeanor, and (2) voids the contract and allows the GovITC to recover all amounts paid to it under the contract.

CONFLICT OF INTEREST

The Government Information Technology Consortium requires the following verification relative to conflict of interest and compliance with general ethics requirements of the GovITC:

The undersigned supplier hereby represents and warrants to the Government Information Technology Consortium as a term and condition of acceptance of this (Proposal or purchase order) that none of the following GovITC Officials is either an officer or director of supplier or owns five percent (5%) or more of the Supplier: the GovITC President, the members of the GovITC Board of Trustees, the GovITC Clerk, the GovITC Treasurer, the members of the Zoning Board of Appeals and the Plan Commission, the GovITC Manager and his Assistant or Assistants, or the heads of the various departments within the GovITC.

If the foregoing representation and warranty is inaccurate, state the name of the GovITC official who either is an officer or director of your business entity or owns five percent (5%) or more thereof:

(Official)	
	Print Name of Contractor/Service Provider/Supplier
	Signature
	Title
Subscribed and Sworn to before me this	_day of, 2022.
Notary PublicNotary Ex	piration Date

OVERVIEW

About the GovITC

The GovITC is a tax exempt governmental organization made up of several municipalities for the purpose establishing a long-term shared information technology service and support consortium to operate more efficiently, reduce risk, and provide for a collaborative environment for innovation and continuous improvement. GovITC seeks to standardize hardware and software where possible. A service provider will understand the innovative nature of the Consortium and seek to help the municipalities to work together to form joint solutions. GovITC has the authority through State Law to enter into contracts and operate as a governmental entity.

Upcoming projects

• Development of a consortium wide GovITC Strategic Plan.

About the Village of Buffalo Grove

Located 35 miles northwest of Chicago, Illinois, the Village of Buffalo Grove is a home-rule municipality covering more than 9.25 square miles in both Cook and Lake Counties. The Village of Buffalo Grove currently has a population of approximately 43,000 at the 2020 Census. The Village is a home-rule Municipality under the 1970 Illinois Constitution, operating under the Council-Manager form of government. The Village Board consists of a Village President and six Trustees. The Village's fiscal year begins on January 1 and ends on December 31. The Village is organized into eight departments and has approximately 249 full-time employees.

The Village of Buffalo Grove provides the following services to its citizens: police and fire protection, street maintenance and construction, flood control, health and human services, water and sewer, building and code enforcement, and general administrative functions. Geographical Information Systems, SCADA development and maintenance, and Dispatch Services are provided for under contract with other agencies. The Service Provider will need to interface with these agencies, but will not be providing these services.

Regular Business Hours at Buffalo Grove are 7:00 AM – 5:00 PM Monday through Friday. Buffalo Grove has 8 Public Facilities, 17 SCADA Locations, a Radio WAN, and 1 Metra station.

Major software applications currently in use by the Village of Buffalo Grove include: Microsoft Office 365, MS Sharepoint, New World Logos Financial suite, Cartegraph, BS&A Permitting and Licensing, DACRA, Motorola PremierOne, NeoGov suite, and Vector Solutions.

Upcoming projects

- Consolidate software packages
- Implementation of Customer Centric Communication Software
- Assistance in transition to a cloud environment
- Body Camera and Dash Camera replacement
- Laserfiche workflow integrations

Buffalo Grove IT Environment Audit

Users: 291 Desktops/Laptops 280 LAN Devices: 126 WAN Devices: 18 Servers (Physical and Virtual): 94 Total Storage Capacity 24 TB : Storage in Use : 16.5 TB Back Up Storage Capacity 240 TB : Backup Storage in Use : 175 TB

Buffalo Grove Community Specific Support

Buffalo Grove is seeking a small amount of custom SharePoint development and support

Device	Type	Manufacturer	Model	Quantity	Hardware Support
Firewall	WAN	Fortigate	FG-201F	2	yes
Firewall	WAN	Fortigate	FG-60D	2	yes
Firewall	WAN	Cisco	ASA5505	7	no
	WAN		A\$A5505	2	
Firewall	WAN	Cisco	A\$A5510	2	no
Router	WAN	Sierra Wireless	GX450	12	some yes
Router	WAN	Sierra Wireless	GX440	20	some yes
Router	WAN	Sierra Wireless	RV50	2	yes
Router	WAN	Pantech	UMLx	23	no
Router	WAN	Cisco	1921	5	some yes
Router	WAN	Cisco	1841	2	some yes
Router	WAN	Cisco	1750	1	no
Router	LAN	Cisco	2811	1	no
Router	WAN	Cisco	2600	1	no
Switch	LAN	Cisco	Catalyst 2940	1	no
Switch	LAN	Cisco	Catalyst 2950	10	some yes
Switch	LAN	Cisco	Catalyst 2960	30	some yes
Switch	LAN	Cisco	Catalyst 3560	3	some yes
Switch	LAN	Cisco	Catalyst 3650	5	some yes
Switch	LAN	Cisco	9300	5	yes
Switch	LAN	cisco	9500	2	yes
Access Point	LAN	Aruba	615	35	yes
Server	ESXi hosts	HP	ProLiant DLx	6	some yes
Server	Physical	SuperMicro		1	no
Server	Physical	Leightronix	UltraNexus HD	1	yes
Server	Virtual			71	N/A
Device	Туре	Manufacturer	Models	Quantity	Hardware Support
Microwave	LAN	Radwin	RW5000/HBS/5200/F58/FCC/EXT - RW-5200-0250	4	no
Microwave	LAN	Radwin	RW5000/HSU/5520/F58/FCC/EMB - RW-5520-0350	4	no
Microwave	LAN	Radwin	RW5000/HSU/5550/F58/FCC/SFF/INT/23 - RW-5550-0H50	3	no
Microwave	LAN	Motorola	OS-Gemini 5.8	2	no
Microwave	LAN	Ubiquiti	NanoStation5	19	no
Microwave	LAN	Dragonwave	Harmony 23EM50SFC453V03HAAM	10	yes
Storage	NAS	QNAP	Multiple versions	5	no
Storage	SAN	EMC	VNX5200	1	yes
	JAN N	LIVIC	111/3200	1	yes

About the Village of Glenview

The Village of Glenview was incorp38orated in 1899, and today serves an area of 14 square miles with a population of 46,740. The Village is a home-rule Municipality under the 1970 Illinois Constitution, operating under the Council-Manager form of government. The Village Board consists of a Village President and six Trustees. The Village's fiscal year begins on January 1 and ends on December 31. The Village is organized into six departments and has approximately 373 computer users.

The Village of Glenview provides the following services to its citizens: police and fire protection, street maintenance and construction, flood control, health and human services, water and sewer, building and code enforcement, general administrative functions, and 911 services for 14 municipalities including Glenview. Public facilities requiring technical support are spread over 9 buildings, 20 SCADA locations, a radio network and 2 Metra stations.

ADMINISTRATIVE SERVICES DEPARTMENT

The Administrative Services Department is headed by a Village Department Head and has four (4) Divisions including the Information Technology Services Division. The Information Technology Services Division is currently outsourced through one provider.

Upcoming projects

Glenview IT Environment Audit

Users: 384 Desktops 384 LAN Devices: 180 WAN Devices: 67 Servers (Physical and Virtual): 152 Total Storage Capacity 128 TB : Storage in Use : 74 TB Back Up Storage Capacity 582 TB : Backup Storage in Use : 256 TB

Glenview SharePoint Environment

Users: Database Content Size: Version: Third Party Tools: Service Applications:

Glenview Community Specific Support

SHAREPOINT

The Service Provider will provide Sharepoint application development and support. Geographic Information Systems (GIS) is separately contracted and is not included in this scope of work.

PUBLIC SAFETY DISPATCH CENTER SUPPORT

The Village of Glenview Public Safety Dispatch Center serves a population of 217,000 with a service area of 104.2 square miles. The Dispatch Center has 9 management and supervisory staff, one full-time New World application support staff, and 37 telecommunicators in two locations to provide joint 911 dispatch services to 13 northshore municipalities that is inclusive of 18 agencies in total (Glenview, Glencoe, Northfield, Kenilworth, Winnetka, Niles, Morton Grove, Highland Park, Lake Bluff, Lake Forest, Highwood, Lindenhurst, Grayslake). The Village also provides a hosted environment for one other municipality.

Dispatch consists of 9 positions Glenview ("Dispatch South") and 7 positions in Highland Park ("Dispatch North"). Each position runs various software applications, radio and phone communications with multiple monitors. The proposer will support hardware for CAD and a Village Computer to access email and internet. The proposer will also fully support network connectivity and security between Glenview Dispatch up to a firewall at the member community network. Motorola radios and 9-1-1 phone system along with Tyler/New World Computer Aided Dispatch software and the suite of Tyler/New World public safety suite of software are used but supported by others. Other applications and systems include Rave Alert, Smart 911, LEADS, NICE, FatPot, Linx, emergency medical dispatch (ProQA and Aqua), ImageTrend, Passage, STARCOM, fire station alerting, microwaves, and outdoor weather warning. The proposer's role in supporting these other technologies is largely limited to network access to cloud-based systems and between networks. Occasionally, 24x7 support is needed should the network or a key piece of equipment fail after hours. At times the proposer will need to participate in projects involving the dispatch center and member communities.

The Public Safety Dispatch Center has a goal of moving all possible programs to Cloud or SaaS. Until servers and storage is relocated from on premise to the cloud, the proposer would be expected to manage on premise solutions.

		GI	enview		
Device	Туре	Manufacturer	Models	Quantity	Hardware Support
Firewall	WAN	Fortigate	201F	2	Yes
Firewall	WAN	Fortigate	200E	4	Yes
Firewall	WAN	Fortigate	60F	3	Yes
Router	WAN	Cisco	2921	4	No
Router	WAN	Cisco	810	18	Yes
Router	WAN	Cisco	IR1101	2	Yes
Router	WAN	Cisco	4331	1	Yes
Firewall	WAN	Cradlepoint	AER1600	2	Yes
Firewall	WAN	Sierra\Inmotion	OMG2000	31	Yes
Switch	LAN	Cisco	Nexus 3524-XL	2	Yes
Switch	LAN	Cisco	Catalyst 3650	60	No
Switch	LAN	Cisco	Catalyst 2960	9	No
Switch	LAN	Cisco	4503	1	No
Switch	LAN	HPE	1850	2	No
Switch	LAN	HPE	1950	2	No
Switch	LAN	HPE Aruba	1960	2	No
Switch	LAN	Ruckus	ICX7150-C12	1	No
Switch	LAN	Fortinet	FS-424E	20	Yes
Server	ESXi Hosts	HPE	Gen8,Gen9,Gen10	12	depends
Server	Virtual Guests	VMware	N/A	129	N/A
Server	Standalone	HPE, Dell	various	11	depends
Device	Туре	Manufacturer	Models	Quantity	Hardware Support
Access Point	LAN	Aruba	IAP-215	38	Yes
Microwave	LAN	Cambium	PTP820S	14	Yes
Microwave	LAN	Cambium	PTP50650	24	Yes
Microwave	LAN	Mimosa	Mimosa B5c	2	No
Microwave	LAN	Mimosa	Mimosa C5x	3	No
				247	
Storage	SAN	Nimble		2	Yes
Storage	SAN	НРЕ		1	Νο
Storage	NAS	QNAP	various	2	No

About Lake Bluff

The Village of Lake Bluff is located approximately 33 miles north of the City of Chicago in Shield's Township in Lake County, Illinois. Lake Bluff is the furthest north of the string of eight affluent communities all fronting on Lake Michigan and known collectively as Chicago's "North Shore". Lake Bluff was incorporated in September 1895, operates under the Board/Administrator form of government, and has a land area of 4.5 square miles. The population as certified by the 2010 census is 5,722. Organizationally, the Village of Lake Bluff maintains a healthy financial profile (Aaa Rated) supported by strong reserves and revenue raising flexibility and a low debt burden. Lake Bluff provides Police, Fire/EMS, Building, Zoning, Engineering and Public Works services using 35 regular full-time personnel, volunteers (Fire/EMS), PT/seasonal workers, private sector service providers, and partnerships with other governmental agencies. The Village is also an internal service provider for a component agency (Lake Bluff Library). The Village's IT environment can be summarized as follows:

Regular Business Hours at Lake Bluff are 7:00 AM – 5:00 PM Monday through Friday. Lake Bluff has 3 Public Facilities and 1 Metra Station.

- 69 users in predominately PC environment
- Predominately virtual server environment (26 servers)
- Servers located in 3 different buildings with remote backup (executing a nightly backup plan for the critical servers, including a regularly-tested recovery process)
- Connection to WAN at PSB facility with fiber connection to Village Hall and microwave connection to PW facility
- Current backup process is daily and with remote back-up
- Hardware and software all currently supported (BS&A ERP https://www.bsasoftware.com/about/)
- InterDev currently providing technical support and guidance
- No Ad hoc solutions

Upcoming projects

- Support document retention software implementation
- AMR water meter installation (community-wide)
- Guide procurement of Underground Fuel Storage Monitoring System
- Copier/related technology procurement (3 total)
- Plan and migrate credit card machine processing to separate environment to increase security

Lake Bluff IT Environment Audit

Users: 60 Desktops 60 LAN Devices: 27 WAN Devices: 2 Servers (Physical and Virtual): 29 Total Storage Capacity 36 TB : Storage in Use : 10 TB Back Up Storage Capacity 100 TB : Backup Storage in Use : 53 TB

LAKE BLUFF						
Device	Туре	Manufacturer	Model(s)	Quantity	Hardware Support	
Firewall	WAN	Fortinet	Fortigate 81F	2	Yes	
Switch	LAN	Cisco	Catalyst 3850	6	No	
Switch	LAN	Cisco	Catalyst 3750	1	No	
Switch	LAN	НР	2530-8-PoEP	1	Expired?	
Switch	iSCSI	Dell	Dell S4112F-OI	2	Yes	
Server	ESXi Hosts	Dell	R6515	3	Yes	
Server	Virtual Guests			25	N/A	
Server	Physical	Dell	R720	1	No	
Device	Туре	Manufacturer	Model(s)	Quantity	Hardware Support	
Microwave	LAN	Mimosa	b5-lite	2	Yes	
Microwave	LAN	Mimosa	C5x	2	Yes	
Access Point	LAN	Aruba	IAP-514s	10	Yes	
Microwave	LAN	Cambium	PTP550s	2	Yes	
Microwave	LAN	Ubiquiti	NanoBeam	3	Yes	
Storage	SAN	Seagate	4835	1	Yes	
Storage	NAS	Dell	EMC ME4024	1	Yes	
Storage	NAS	QNAP	1283	1	No	

About the Village of Lincolnshire

The Village of Lincolnshire is situated 20 miles north of O'Hare International Airport and 30 miles from Chicago's Loop. The Village is also home to a number of high-profile global headquarters two nationally-recognized public school districts, ample recreational opportunities, easy highway access and highly-traveled arterials, as well as a responsible and business-friendly government. Lincolnshire is unique in that 7,900 residents reside within the Village, but more than 20,000 people frequent the Village each day for employment.

The Village is a home-rule municipality and is governed by a mayor and six trustees. The Village operates under a council-manager form of government, with five departments, 61.5 full-time equivalent employees, and 2 seasonal workers serving the community. Lincolnshire contracts its emergency dispatch services with the Village of Deerfield and utilizes MGP for its GIS services. Major software applications currently used include the Microsoft Office365 suite, BS&A ERP suite, and Tyler Technologies (New World).

Regular Business Hours at Lincolnshire are 7:00 AM – 5:00 PM Monday through Friday. Lincolnshire has 2 Public Facilities and 2 remote sites with internet connectivity.

Lincolnshire IT Environment Audit

Users: 59 Desktops 76 LAN Devices: 25 WAN Devices: 10 Servers (Physical and Virtual): 29 Total Storage Capacity 22.2 TB : Storage in Use : 11.5 TB Back Up Storage Capacity 145 TB : Backup Storage in Use : 49.3 TB

		LINCOLNSHIF	E		
Device	Туре	Manufacturer	Model(s)	Quantity	Hardware Support
Firewall	WAN	Fortinet	Fortigate 80F	2	Yes
Firewall	WAN	Fortinet	Fortigate 81F	2	Yes
Switch	LAN	Cisco	WS-C3650-48PQ	4	No
Switch	LAN	Cisco	3560CX-12PC-S	1	No (Lapsed)
Switch	LAN	Cisco	WS-C2960CX-8TC-L	3	Yes
Switch	LAN	Cisco	Cisco Catalyst 9300L (Purchase Pending)	1	Yes
Switch	ISCSI	Dell	PowerSwitch S4112F-ON/S4112T-ON	2	Yes
Router	WAN	Cisco	2921 (Retired)	2	No
Router	VOIP	AdTran	Voice Router	1	Yes
Server	ESXI Hosts	Dell	PowerEdge R6515	3	Yes
Server	Standalone	Dell	PowerEdge R540	1	Yes
Server	Virtual Guests	VMware	N/A	25	N/A
Device	Туре	Manufacturer	Model(s)	Quantity	Hardware Support
Access Point	LAN	Ubiquity - Village Wifi (Replacement Pending)	AP-Pro	5	No
Access Point	LAN	Ubiquity - PD Watchguard	NanoStation loco M5	2	no
Access Point	LAN	HPE Aruba (Deployment Pending)	AP-514	9	Yes
Microwave Radio	WAN	Mimosa	B11	6	Yes?
Storage	NAS	QNAP (Production Storage)	TS-873A 8 Bay	1	
Storage	NAS	QNAP (No longer production storage, pending retirement)	various	2	No
Storage	SAN	Dell EMC	PowerVault ME4024	1	Yes

About the Village of Kenilworth

Kenilworth is located approximately 17 miles north of downtown Chicago and is nestled between the communities of Winnetka and Wilmette. The newest of the 8 Chicago suburban communities fronting on Lake Michigan which are commonly referred to as "the North Shore", is has a population of 2,513 residents. The community provides full services including police, fire (contracted), public works, water distribution, building & planning, and administrative services. Public safety dispatching services are contracted and the Village is based in two primary operating locations, Village Hall and Public Works which are connected via a secure VPN tunnel.

Due to its size, the community relies upon outsourcing to the extent it meets service delivery expectations and routinely seeks ways to provide services more efficiently. Information technology services are currently fully provided by an outside contractor. The operating environment is primary Windows Server based with SQL Server for the enterprise software (BS&A) environment.

Regular Business Hours at Kenilworth are 7:00 AM – 5:00 PM Monday through Friday. Kenilworth has 2 Public Facilities.

Project Goals for 2020 Include:

- Deploying a new physical server at Village Hall (main IT environment)
- Updating two remaining virtual servers from 2008 to Windows Server 2022
- Deploying a new police in-car camera system with remote downloading at Village Hall
- Explore record digitization options for building & planning division files

Kenilworth IT Environment Audit

Users: 35 Desktops 35 LAN Devices: 15 WAN Devices: 2 Servers (Physical and Virtual): 20 Total Storage Capacity 8 TB : Storage in Use : 5 TB Back Up Storage Capacity 25 TB : Backup Storage in Use : 23 TB

			KENILWORTH		
Device	Туре	Manufacturer	Model(s)	Quantity	Hardware Support
Firewall	WAN	Fortinet	Fortigate 60D	2	Yes
Server	ESXi Hosts	Dell	Dell PowerEdge R6515	3	yes
Server	Virtual Guests	VMware	N/A	15	N/A
Server	Standalone	SuperMicro	various	2	No
Device	Туре	Manufacturer	Model(s)	Quantity	Hardware Support
Access Point	LAN	Ubiquity	various	2	No
Storage	DAS	Dell	VRTX	1	Yes
Storage	NAS	Western Digital	various	1	No
Storage	NAS	Qnap		1	No

About the City of Yorkville

Located 60 miles southwest of Chicago, Illinois, the United City of Yorkville is a non-home rule municipality covering more than 18 square miles in Kendall County. The United City of Yorkville currently has a population of approximately 20,000 people, and is one of the fastest growing municipalities in Illinois. The City is a non-home rule municipality operated under the Mayor-Council form of government. The City Council consists of the Mayor and 8 aldermen, elected by 4 different wards. The City's fiscal year begins May 1, and ends on April 30. The City is organized into six different departments and has approximately 75 full-time employees.

The United City of Yorkville provides the following services to its residents: police protection, street maintenance and construction, flood control, water, sanitary sewers, building and code enforcement, planning, parks and recreation, and general administrative functions. The City's engineering services and waste collection are outsourced to two separate companies. The City's dispatch services are administered through a regional intergovernmental agreement. The service provider will need to interface with the regional organization administering dispatch services, but it will not be providing these services.

Major software applications currently in use by the United City of Yorkville include: Microsoft Office 365, New World Systems (police records currently), Laserfiche, Adobe Acrobat Pro, ArcGIS, WatchGuard (police in-car videos) and MSI (legacy ERP system, set to be phased out).

Regular Business Hours at Yorkville are 7:00 AM – 5:00 PM Monday through Friday. Yorkville has 2 Public Facilities.

In the next few years, the City is planning on rolling out an entirely new ERP system (vendor TBD), to replace it's analog phone system with a modern phone system, and to replace ~30 computers per year.

City of Yorkville IT Environment Audit

Users: 82 Desktops 82 LAN Devices: 15 WAN Devices: 5 Servers (Physical and Virtual): 29 Total Storage Capacity 32 TB : Storage in Use : 22 TB Back Up Storage Capacity 90 TB : Backup Storage in Use : 63 TB

			YORKVILLE		
Device	Туре	Manufacturer	Model(s)	Quantity	Hardware Support
Firewall	WAN	Fortinet	Fortigate 200E	4	Yes
Router	WAN	Cisco	1921	1	Yes
Switch	LAN	Cisco	Catalyst 2960XR	2	Yes
Switch	LAN	Cisco	Nexus 3048TP	1	Yes
Switch	LAN	Cisco	Catalyst 3650	2	Yes
Switch	LAN	3COM		1	No
Switch	LAN	НР	V1910	2	No
Server	ESXi Hosts	Dell	PowerEdge R630 and I	3	Yes
Server	Virtual Guests	VMware	N/A	25	N/A
Server	Standalone	SuperMicro		1	Yes
Device	Туре	Manufacturer	Model(s)	Quantity	Hardware Support
Access Point	LAN	Meraki	MR33	7	Yes
Storage	SAN	Dell	MD3820i	1	Yes
Storage	SAN	Seagate	4005	1	Yes

<u>Exhibit A</u>

GovITC Consortium Service Provider Contract SCOPE OF SERVICES

 <u>General Purpose</u>: The purpose of this agreement is for the Government Information Technology Consortium (GovITC) to enter an agreement with the Service Provider for all or part of its Information Technology (IT) management, development, operation, and maintenance. In addition to supporting the existing IT Services program, the Service Provider will identify opportunities for continued development and enhancement.

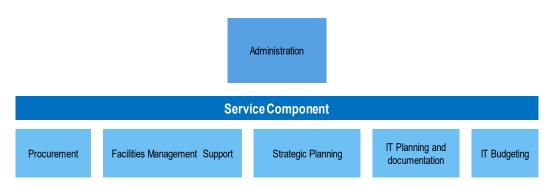
GovIT will be sharing management, development, maintenance expertise and staffing with other municipalities as a member of the GovITC. The benefits to the GovITC include, but are not limited to, collective bargaining for rates and services, shared development costs, and joint purchasing and training.

The Service Provider is the Service Provider for GovITC Base IT Services (as defined in this exhibit) and is responsible for providing the necessary IT professional resources to provide services to support this entity. The Service Provider will facilitate and manage resource, cost, and technical innovation sharing among GovITC members.

- 2) <u>Confidentiality</u>: GovITC documents provided to prepare the contract may have proprietary and confidential information. They shall not be copied, circulated, or otherwise provided to any person or organization that is not part of the process established for its consideration without the advance written permission of GovITC.
- <u>Service Types</u>: The Service Provider will provide and support three (3) service types. The three (3) services types are as follows:
 - A. Base Services: Services include, but are not limited to IT Infrastructure; Workstations, Network, Telecommunications, Servers, Security Equipment, Desktop Support, Service Desk, Application Support, Strategic Planning Report Development, and Management/Administrative functions. Please see Base Services table below.
 - i. Information technology service encapsulates full-time, Monday through Friday business hours support and emergency after hours support 24x7.
 - **ii.** Proposer will provide an IT Manager to manage staffing, resources, and projects

Base Service	Service Description
Acquisition and Procurement	A service supporting the request, configuration, and procurement of various technical devices, software, and other related services.
Application Configuration Deployment	See Configuration Management
Asset Tracking	See Configuration Management
Break Fix Maintenance	Hardware and related software support when a device has failed. Includes the repair or replacement of the failing device.
Capacity Management	Manage the throughput of all related local and wide areas network to ensure there is enough capacity to support all business requirements.
Change Management	The process responsible for controlling the lifecycle of all changes, enabling beneficial changes to be made with minimum disruption to IT services. Change management is responsible for managing all changes to the production environments of any GovITC member.
Configuration Management	The process responsible for ensuring that the assets required to deliver services are properly controlled, and that accurate and reliable information about those assets is available when and where it is needed.
Data Center Support	Support of Acquisition, Configuration, Network, Storage, Battery backups, repair services for data center related devices, software, and IT services.
Deployment	The activity responsible for movement of new or changed hardware, software, documentation, processes, and the like into the production environment.
Disposition	The organized process of disposing of any end of life device, capability, or asset. Including data destruction.
Facilities Infrastructure	Infrastructure support for any facilities that are used to deliver any IT service to a GovITC member to ensure the agreed availability, capacity, and physical security are maintained.
Image Management	Manage the approved image for each device type this includes software version control.
Incident Management	The process responsible for managing the lifecycle of all incidents. Incident management ensure that normal service operation is restored as quickly as possible and the business impact is mimimized.
IT Budgeting	Budgeting assistance to all GovITC members relating to estimated costs, proactive fund allocation, and project pricing based on defined scope and requirements.
IT Planning and Documentation	Assistance planning and documenting any new, changed, or modified IT services.
Knowledge Management	The process responsible for sharing perspectives, ideas, experience and information, and for ensuring that these are available in the right place and at the right time.
Monitoring Management	The process responsible for managing the repeated observation of a configuration item (CI) IT service, or process to detect events and to ensure that the current status is known.
Network Support	Support of the local and wide areas networks to ensure the agree availability, capacity, security and access are managed and maintained.
Operating System	Operating system and patch deployment and upgrades of workstations, servers, and network devices.
Patching Updates	Managing patch update that include: maintaining current knowledge of available patches; deciding what patches are appropriate for particular systems; ensuring that patches are installed properly; testing systems after installation; and documenting all associated procedures, such as specific configurations required.
Physical Security	Ensure physical security by integrating people, place, process and technology.
Problem Management	The process responsible for managing the lifecycle of all problems. Problem management proactively prevents incidents from happening and minimized the impact of incident that cannot be prevented.
Server Support	Server hardware, operating systems, and application software that resided on the service per agreement.
Service Desk	A single point of contact between the IT support provider and the users. A typical service desk manages incidents and service requests, and also handles communication with the users.
Software Version Control	Process of keeping a software system consisting of many versions and configurations well organized, inventoried, and up to date.
Strategic Planning	Assistance with near and long term planning within the scope of the services provided by the vendor.
Vendor Management	Management of the vendor's engagement via one or more dedicated resources.
Voice and Conferencing Support	Management and support of all voice and audio conferencing services delivered to any GovITC Member.
Wireless Support	Manage and support any current or future wireless networks. This includes availability, capacity, access, and security. 23

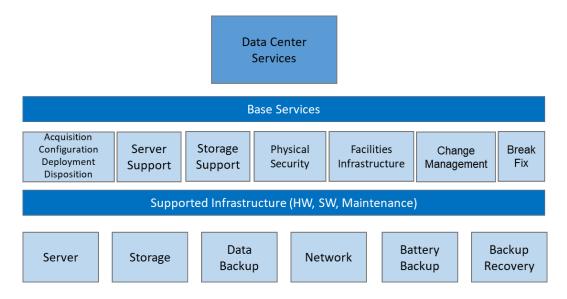
- B. **Planned Projects**: Planned Projects generally include work not listed in the Base Services table. Requirements for Planned Projects will be provided by an individual municipality, reviewed by Service Provider, Scope of Work Developed, Project Timeline Provided, and pricing provided by Service Provider.
- C. **Optional Services**: May include a unique service needed by a municipality or smaller sub set of municipalities, and therefore does not fit in the Base Services. It would include those projects where GovITC or a member community wants a competitive bid.
- 4) <u>Base Service Categories</u>: The Service Provider will support five (5) Base Service categories associated with each Base Service type. The five (5) Base Service categories are as follows:
 - A. Management and Administration: These services include, but are not limited to: Procurement, Facilities Management Support, Strategic Planning, IT Planning, Process Documentation, and IT Budgeting. Please see below. Proposer will provide an IT Manager to manage staffing resources, provide reports and manage projects.
 - a. Process Documentation: These services shall include:
 - i. Document all standard operational, maintenance, and emergency operations processes (SOPs, MOPs, and EOPs).
 - ii. The documented processes shall reside on the GovITC members Network and shall be the property of the individual member.



B. End User Services: These services include but are not limited to: Hardware acquisition, configuration, deployment, Image Management, Software Version Control, Asset Tracking, Deskside Service, Break/Fix, Disposition, and Incident, Problem and Change Management via centralized Service Desk. Please see below.

End User Services **Base Services** Incident Problem Change Knowledge Management Acquisition Configuration Deployment Software/ Service Image Management Asset Deskside Break Version Disposition Tracking Desk Service Fix Control Supported Infrastructure (HW, SW, Maintenance) Desktop Kiosks, Self Mobile Printers Desk Community AV Equipment Network Notebook Service Devices Peripherals Phones Workstation Portals

C. **Data Center Services:** These services include but are not limited to: Hardware Lifecycle Management, Server Support(On Premise and Cloud), Storage Support(On Premise and Cloud), Network Support, Physical Security, Facilities Infrastructure, Change Management and Break/Fix. Please see below.

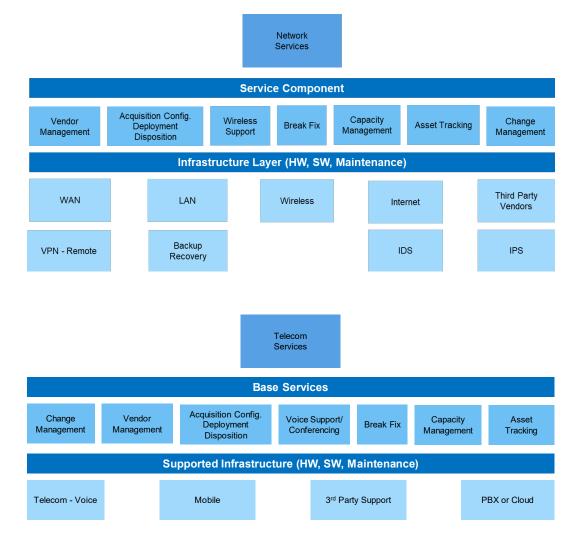


Data backup is the process of backing up any critical data or data that is important enough were losing the information would have a negative effect on the group or organization. Data recovery is the process of recovering the data that was backed up. Note that they are separate because the SLA or service requirements for data backup is to ensure that it is actually backed up and the service provider needs to validate the backup was successful. Data recovery is the process of retrieving the data and putting it back into production and available. The SLA for that usually relates to the speed of recovery and when the data will become available again after requesting its restoration.

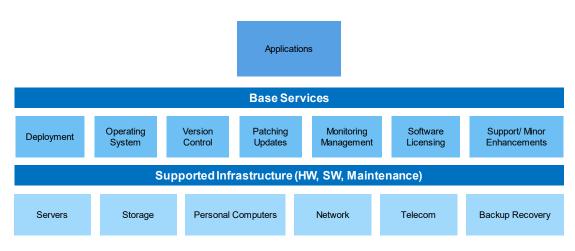
The Service Provider is responsible for installing, operating, and monitoring the backup and recovery systems for all GovIT IT assets that permit the Service Provider to continue services within a reasonable period following a disaster or outage.

Disaster Recovery Plan. The Service Provider shall create and maintain a Disaster Recovery Plan for each GovITC member. The plan shall be verified via functional tests every other year, and with tabletop tests on alternate years.

D. Network and Telecommunication: The services include but are not limited to: Vendor Management, Hardware Lifecycle Management, Asset Tracking, Change Management, Network and Endpoint Security, Wireless Support, Capacity Management, Voice Support/Conferencing and Break/Fix. Please see below.



E. **Applications Support:** These services include but are not limited to: Deployment, Operating Systems, Version Control, Patching Updates, Monitoring Management, Inventory, and Software Licensing. Please see below.



- 5) <u>Service Catalog Pricing</u> Exhibit F (Schedule of Prices)details the Service Catalog pricing for the Base Level Services that the Service Provider will provide along with the associated SLA's listed in Exhibit B. The pricing and metrics will include but are not limited to:
 - A. Management and Administration
 - B. End User Services
 - C. Data Center Services
 - D. Network and Telecom Services
 - E. Applications Support
- 6) Facilities and Equipment The GovIT is willing to provide the Service Provider with adequate office space, furnishings, hardware, software, and connectivity to fulfill the objectives of the IT Services program. The rate structure extended to GovITC members is contingent of these provisions for the Service Provider. Facilities and equipment include, but are not limited to the following:
 - A. Office space for the Service Provider staff. This space should effectively and securely house all required IT systems. Peripherals and support tools. This space must be available during normal business hours.
 - B. Furnishings include adequate desk(s), shelving, and seating for the Service Providers staff.
 - C. A telephone line and phone to originate and receive outside calls.
 - D. A network connection with adequate speed and access to the Internet.
 - E. Hardware, Software, Peripherals, and Network connectivity to perform the IT Services objectives efficiently.
- 7) <u>Termination</u> Any individual Member can terminate their Base Services under as shown in Exhibit A for its convenience upon 120 calendar days written notice.

Exhibit B

SERVICE LEVEL AGREEMENT (SLA) AND PENALTIES

Service Level Agreement # 1

The service level agreement (SLA) is between the IT Service Provider and the Consortium. The agreement describes the IT service, documents service level targets, and specifies the responsibilities of the IT service provider and the Consortium. There are three types of service levels: Incident, Service Request and Maintenance.

- Incident: An incident is an unplanned interruption or reduction in the quality of an IT service.
- Service Request: A service request is a formal request from a user for something to be provided e.g. information or advice, to reset a password, or install a workstation. A service request differs from an incident in that to be an incident, something must be broken or malfunctioning. A service request is just that, a request for something to be provided proactively. Nothing is currently malfunctioning but in some cases the service request is used to forestall a future failure or interruption.
- **Maintenance:** Maintenance service levels are based on accomplishing or maintaining a level of quality and availability designed to meet business requirements.

Incident and Service Requests are assigned priority levels 1-4 based on the impact and urgency to resolution with Priority 1 being the highest impact/most urgent and Priority 4 being non-critical. The Service Provider SLA's do not apply to incidents resulting in unavailability that are caused by factors outside of their reasonable control. The priority-based SLAs have defined times for the Service Provider to respond and resolve, as well as communication requirements during the resolution process to ensure the user community can better manage their unplanned downtime. Incident and service request priority levels are summarized in the table below. Examples of service prioritization are provided as an addendum at the end of this Exhibit.

Incidents and Service Requests

	Urgency			
Impact	Work Stoppage	Work Impaired		
Municipality / Core Function*	1	1		
Department / Site / Non-Core Function	2	2		
High Priority Person(s)**	1	2		
Multi-User	2	3		
Single-User	3	4		
*Core function example is Dispatch open				
**Trustee, Manager or Department Dire	ector			

Priority Level Response Times						
Incident	Priority 1	Priority 2	Priority 3	Priority 4		
Initial Response	15 Minutes	30 Minutes	2 Hours	4 Hours		
Communications	30 Minutes	1 hour	Upon Fulfillment	Upon Fulfillment		
Time to Resolution	2 Hours	4 hours	9 hours	16 hours		
Root Cause Analysis	Required - 5	On Request - 5	N/A	N/A		
ROOL Cause Analysis	business days	business days	N/A	N/A		
Compliance Requirement: Meeting SLA 90% of the time.						
Times double for Serv	Times double for Service Requests.					

Incident and Service Request response and resolution requirements are defined in the Priority Level Response Times Table. An Initial Response is defined as once the incident has been reported and work on it has begun. Response times are generally based on business operating hours of 7am to 6pm, 24x7 as needed, and equipment support contract terms. Response times start with a call to the Service Desk, a call to an on-site technician, an email to the Service Desk, or an automated alert. The Service Provider can automate Initial Responses where appropriate (Priority 3 or 4 incidents/requests). The SLA clock can be suspended when waiting for a user response, waiting for equipment to be delivered, or other items that are outside the control of the Service Provider.

Communications shall be targeted toward the affected users and the IT contract manager of the affected Member(s). Communications can take the form of a phone call, electronic communications, or both depending on the severity of the issue and/or the time of the incident.

The Service Provider shall establish procedures to ensure continuity of service (such as having spares of critical equipment). Resolution is when the user is back up and running and/or the interrupted service is available. The Root Cause Analysis should be provided in writing by the Service Provider to the affected Member(s).

Maintenance service levels are service delivery requirements for important maintenance and quality of service measurements. These requirements are typically not defined by priority but are measured based on accomplishing specific maintenance tasks or maintaining a level of quality and availability designed to meet business requirements. Maintenance service levels generally have no specific priority or timeframe for resolution. Security patches are the exception. Security patches are typically identified by vulnerability and in most cases that vulnerability is rated. The Consortium uses the industry standard, Common Vulnerability Scoring System (CVSS).

Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days.

	Main	itenance SLA	
Service Types	Service Level Required	Fulfillment or Response Times	Report Period
Server Patching (Critical and Security Patches)	Service Request (No Priority Level)	Server critical maintenance patch and high vulnerabilty security patches patches fully patched within 30 days of notification of vulnerability. Remainder within 60 days or as agreed upon schedule toaccommodate specific applications.	Monthly
Workstation Patching (Critical and Security Patches)	Service Request (No Priority Level)	97% of workstations where patching is enabled are fully patched within 30 days of notification. Remainder within 60 days.	Monthly
Workstation Anti-Virus Coverage	Service Request (No Priority Level)	97% of workstations with up-to-date coverage within 60 days.	Monthly
Laptop/Mobile Anti-Virus Coverage	Service Request (No Priority Level)	85% of workstations with up-to-date coverage within 60 days.	Monthly
Server Anti-Virus Coverage	Service Request (No Priority Level)	90% of servers with up-to-date coverage within 30 days. Remainder within 60 days.	Monthly
System Uptime	Service Request (No Priority Level)	Critical systems have an uptime of 99.9%. Non-critical systems have an uptime of 99%	Quarterly
Server Data Backups	Service Request (No Priority Level)	95% of all server backups are completed within the scheduled backup window and verified that the backups were successful.	Quarterly
Vulnerability Scan Remediation	Service Request (No Priority Level)	Resolved within 30 days of the critical vulnerability being identified.	Annual
Vulnerability Scan Remediation	Medium	Resolved within 45 days of the vulnerability being identified.	Annual
Test Security Policies	Service Request (No Priority Level)	Resolved within 30 days of the critical vulnerability being identified.	Annual
Customer Survey	Service Request (Medium)	All in-scope user groups will be surveyed at least annually. The result reports are due by the end of the month following the survey.	Annual

Service Level Agreement # 1 – Penalties

Penalties are assessed for failure to achieve the agreed upon Incident Service Levels and progressive response times (Initial Response, Communications, Time to Resolution, and Root Cause Analysis). Penalties are imposed by service fees. Earn back credit provides positive reinforcement to meeting service delivery requirements and takes the form of partially returned penalty fees.

Penalties will be administered in the following way.

- 1. Deliver monthly SLA reporting to all Member Communities by the 21st of the month for the previous month and provide an overview and explanation of the report;
- 2. Deliver immediate reporting to management of a Member Community when service has dropped below the service level target identified in the Matrix for Severity 1 incidents, or when there is a significant operational impact to the Member Community. If not resolved within the SLA timeframe, the Service Provider will deliver a plan and timeframe for resolution according to the Root Cause Analysis ("RCA") schedule; and

3.	Penalties will be in the form of a fee outlined in the table below.
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SLA Penalties*						
SLA Penalty for Failing to Meet SLA Target	Earnback Credit					
10% Total Monthly Revenue of Affected Member(s)	During subsequent 3 months if the service levels are met, during the next month 1/3 of the original penalty amount is paid to the Service Provider					
5% Total Monthly Revenue of Affected Member(s)	During subsequent 3 months if the service levels are met, during the next month the original penalty amount is paid to the Service Provider					
N/A	N/A					
N/A	N/A					
N/A	N/A					
-	SLA Penalty for Failing to Meet SLA Target 10% Total Monthly Revenue of Affected Member(s) 5% Total Monthly Revenue of Affected Member(s) N/A N/A					

*Penalties may be waived at the discretion of the affected Member(s).

Service Level Agreement # 2

A Service Level Agreement (SLA) is an agreement between two parties for the delivery of specified services by a supplier/vendor to another party/user (Village), which may also be referred to in this documentation as the "Client". It is effectively an agreement the parties have designed, negotiated, and agreed upon to identify and measure the services to be provided. It is a signed comprehensive document specifying the terms and conditions under which the service delivery is accomplished and defines the terms between the consortium members and any internal or external service providers.

All parties must clearly understand their respective roles and responsibilities with respect to the delivery of the services and this information is included in the SLA document. The common attributes include:

- Defines the Municipality and the supplier/vendor
- Defines the terms and basis under which the Services will be delivered
- States how the Service performance levels are to measured
- Provides a framework for the relationship between the Supplier and the Village.
- Specifies the Services to be delivered in the Service Catalog
- Specifies the services which are classified as a Project
- Specifies the costs of receiving those services

In the SLA the supplier/vendor and the village are identified as well as the statement of expectations and delivery terms. The village should also fully understand the services available, the cost of receiving the services and the basis for the calculation of those costs. (Service Catalog and Cost Model)

The agreement also provides the expectations to hold the supplier/vendor accountable for the quality and performance levels of the services and the service availability.

Defining the SLA is the first step in the process of establishing a management process for the delivery of services for the consortium. The phases to be completed to establish the consortium service delivery model include the following:

- Define, understand and develop the SLA's by service category
- Utilize the SLA service categories to identify and define the services for the Service Catalog
- Create the Cost Model and costs for the services defined in the Service Catalog

The following pages contain the SLA's, key metrics for the service within the Service Catalog attached to the Master Service Agreement and will be reported to the consortium members based on the defined period. Other service statistics that are not covered under the SLA agreement can be added to the monthly or quarterly reporting provided to the GovITC membership if those metrics are reportable by the service provider.

Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days.

Service Types	Service Level Agreements	Response Times/Resolution	Reported
PC Hardware Incident Support Standard support for hardware issues related to Standard, Power Mobile users including network printers and MFD.	Priority Level: Medium	 Response: 30 Minutes Plan: 8 hrs. Resolution: 2 days Ticket closure: 3 days Minimum SLA Compliance: 90% 	Monthly
Desk-side Application Incident Support General Assistance: Application or personal procedure unusable, where a workaround is available or a repair is possible.	Priority Level: Low	 Response: 4 hrs. Planned: 8 hrs. Resolution: 24 hrs. Minimum SLA Compliance: 90% 	Monthly
Desk-side Application Incident Support Non-critical function or procedure, unusable or hard to use having an operational impact, but with no direct impact on services availability. A workaround is available.	Priority Level: Medium	 Response: 1 hrs. Planned: 8 hrs. Resolution: 24 hrs. Minimum SLA Compliance: 90% 	Monthly
Desk-side Application Incident Support Production Impaired Critical functionality or network access interrupted, degraded or unusable, having a severe impact on services availability. No acceptable alternative is possible.	Priority Level: High	 Response: 30 Minutes Planned: 1 Hour Resolution: 4 hrs. Minimum SLA Compliance: 90% 	Monthly
Mobile Application Incident Support Standard support for software and operating system issues related to Mobile users.	Single Priority Level	 Response: 30 Minutes Planned: 8 hrs. Resolution: 2 days Minimum SLA Compliance: 90% (Note: In rare cases return to operation may include loaner, replacement or other work around which provides functionality) 	Monthly
Server/Storage/Network Support Production Down Emergency: An Error in the production environment that inhibits all, or substantially all, of the Software from functioning in accordance	Priority Level: Critical	 Response: 15 Minutes Planned: 30 Minutes Resolution: 2 hrs. Minimum SLA Compliance: 90% 	Monthly

with its documentation. A Priority "one" Error is both			
severe and mission-critical.			
Server/Storage/Network Support Production Impaired: An Error that causes major functionality of Software to be inhibited, but the Error does not materially disrupt Client's business.	Priority Level: High	 Response: 30 Minutes Planned: 1 Hour Resolution: 4 hrs. Minimum SLA Compliance: 90% 	Monthly
Server/Storage/Network Support Production Inhibited: An Error that inhibits a feature of the Software, but the Error does not materially disrupt business	Priority Level: Medium	 Response: 2 Hrs. Planned: 3 Hrs. Resolution: 9 business hrs. Minimum SLA Compliance: 90% 	Monthly
Server/Storage/Network Support General Assistance: Either a "how to" question, an Error that is minor or cosmetic in nature, or, an enhancement to be considered for development.	Priority Level: Low	 Respond: 1 Day Planned: 2 Days Resolution: Agreed upon between parties, Typically Best Effort Minimum SLA Compliance: 90% 	Monthly
User Addition	Service Request (No Priority Level)	Normal Resolution: 8 hrs. Escalated Resolution: 2 hrs. <i>Minimum SLA: 90%</i>	Monthly
Password Reset	Service Request (No Priority Level)	Normal Resolution: 30 min hrs. Escalated Resolution: 15 min hrs. <i>Minimum SLA: 90%</i>	Monthly
User Server Access and/or similar Change	Service Request (No Priority Level)	Normal Resolution: 4 hrs. Escalated Resolution: 2 hrs. <i>Minimum SLA: 90%</i>	Monthly
All other requests	Service Request (No Priority Level)	Normal Resolution: Scheduled Escalated Resolution: Scheduled Minimum SLA: Delivered when committed with vendor, 90% of committed time	Monthly
Server Patching (Critical and Security Patches)	Service Request (No Priority Level)	97% of server where patching is enabled are fully patched.	Monthly
Workstation Patching (Critical and Security Patches)	Service Request (No Priority Level)	97% of workstations where patching is enabled are fully patched.	Monthly
Workstation Anti-Virus	Service Request (No	90% of workstations with up-to-date	Monthly

Coverage	Priority Level)	coverage.	
Server Anti-Virus Coverage	Service Request (No Priority Level)	100% of servers with up-to-date coverage.	Monthly
System Uptime	Service Request (No Priority Level)	Critical systems have an uptime of 99%	Monthly
Server Data Backups	Service Request (No Priority Level)	95% of all server backups are completed successfully	Monthly
Vulnerability Scan	Medium	To be performed annually no later than at the end of the third quarter of the calendar year.	Annual
Vulnerability Scan Remediation	Medium	Resolved 90 days after initial vulnerability scans	Annual
Test Security Policies	Medium	To be performed annually no later than at the end of the third quarter of the calendar year.	Annual
Security Policy Remediation	Medium	Resolved 90 days after initial Security Policy Test	Annual
Customer Satisfaction Survey Service Request (No Priority Level)		Will be released annually no later than at the end of the second quarter of the calendar year.	Annual
Strategic Plan Medium		Will be provided to each Municipality annually no later than at the end of the second quarter of the calendar year.	Annual

Service Level Agreement # 2

Penalties are assessed for failure to achieve the agreed upon response times/resolution in two or more Service Type categories . Penalties are imposed by service fees as described in the SLA Penalty table

Penalties will be administered in the following way.

- 1. Deliver monthly SLA reporting to all Member Communities by the 21st of the month for the previous month and provide an overview and explanation of the report;
- 2. Deliver immediate reporting to management of a Member Community when service has dropped below the service level target identified in the Matrix for High or Critical SLA, or when there is a significant operational impact to the Member Community. If not resolved within the SLA timeframe, the Service Provider will deliver a plan and timeframe for resolution according to the Root Cause Analysis ("RCA") schedule; and
- 3. Penalties will be in the form of a fee outlined in the table below.

Bonuses are awarded for exceeding the agreed upon Service Levels in four or more Service Type categories.

Bonuses will be administered in the following way.

- Deliver monthly SLA reporting to all Member Communities by the 21st of the month for the previous month and provide an overview and explanation of the report. To be eligible for a bonus all Service Type categories must be meet minimum Response Times/Resolution SLA requirements.
- 2. Bonuses will be paid out one month in arrears as outlined in the table below.

	SLA Penalty								
Service Types below SLA target	SLA Penalty for Failing to Meet SLA Targets	Earnback Credit							
Four or More	10% Total Monthly Revenue of Affected Member(s)	During subsequent 3 months if the service levels are met, during the next month 1/3 of the original penalty amount is paid to the Service Provider							
Two or Three	5% Total Monthly Revenue of Affected Member(s)	During subsequent 3 months if the service levels are met, during the next month the original penalty amount is paid to the Service Provider							
*Penalties may be w	waived at the discretion of the aff	ected Member(s).							
	SLA	Bonus							
Service Types 3% above SLA target	SIA largels	Requirements							
Six or More	5% Total Monthly Revenue of Affected Member(s)	To be eligible for this bonus all Service Type categories must be meet minimum Response Times/Resolution SLA requirements							
Four or More	2.5% Total Monthly Revenue of Affected Member(s)	To be eligible for this bonus all Service Type categories must be meet minimum Response Times/Resolution SLA requirements							
	1								

Exhibit C

INSURANCE REQUIREMENTS

The Service Provider shall maintain for the duration of the contract, including warranty period, insurance purchased from a company or companies lawfully authorized to do business in the state of Illinois and having a rating of at least A-minus and a class size of at least X as rated by A.M. Best Ratings. Such insurance as will protect the Service Provider from claims set forth below which may arise out of or result from the Service Provider's operations under the contract and for which the Service Provider may be legally liable, whether such operations be by the Service Provider or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Workers' Compensation Insurance covering all liability of the Service Provider under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.

Employers Liability covering all liability of Service Provider as employer, with limits not less than: \$1,000,000 per injury - per occurrence; \$500,000 per disease - per employee; and \$1,000,000 per disease - policy limit.

Comprehensive General Liability in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor 's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service Provider's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Service Provider, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement;

General Aggregate Limit	\$ 3,000,000
Each Occurrence Limit	\$ 1,500,000

Automobile Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

Professional Liability Insurance shall be maintained to respond to claims for damages due to the Service Provider's errors and omissions.

Errors and Omissions \$1,500,000

Service Provider agrees that with respect to the above required insurance:

- (a) The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
- (b) To provide separate endorsements: to name the GovIT Consortium as additional insured as their interest may appear, and; to provide thirty (30) days' notice, in writing, of cancellation or material change.
- (c) The Service Provider's insurance shall be primary in the event of a claim.

- (d) The GovIT Consortium shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to: GovIT Consortium GovIT Consortium of Buffalo Grove, 50 Raupp Blvd., Buffalo Grove, IL 60089.
- (e) A Certificate of Insurance that states the GovIT Consortium has been endorsed as an "additional insured" on a non-contributory basis by the Service Provider's insurance carrier.

Specifically, this Certificate must include the following language: "The GovIT Consortium, Members, and their respective appointed officials, employees, agents, Service Providers, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."

Failure to Comply: In the event the Service Provider fails to obtain or maintain any insurance coverages required under this agreement, the GovIT Consortium may purchase such insurance coverages and charge the expense thereof to the Service Provider.

Exhibit D

Special Projects Services Form
This form should be used for services outside of the Base Services and requires a work effort greater than 40 hours.
Member:
Project Summary:
Requested Start Date:
Requested Completion Date:
Justification:
Goal: (What does success look like for this project?):

Scope and Hours Estimate	Hours	Rate/Hr.	Ext. Cost	Start Date	Finish Date
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
TOTAL PROJECT COST:	0		s -		

Hardware/Software

QTY

Prerequisites

Assumptions / Understandings

Termination of these Special Services is agreed under the following terms: [EXAMPLE:

Consultant will be paid for all work completed prior to notice of termination

• All equipment ordered that cannot be returned will be paid for by Member]

Penalties agreed under the following terms:

•[EXAMPLE:

•This Special Service is a low priority with no penalty.

•This Special Service has a daily 1% penalty for each work day after the completion date and the date the project is delivered.]

Deliverables (Write-ups, quotes, network diagram, etc.)

Completed By:

Reviewed By: Approved By:

SCHEDULE OF PRICES SLA#1

Information Technology Services

TO: THE GOVERNMENT INFORMATION TECHNOLOGY CONSORTIUM,

FULL NAME OF SERVICE PROVIDER:

MAIN BUSINESS ADDRESS: _____

The undersigned, declares that it has carefully examined the proposed work, the Contract Documents, and all other documents referred to or mentioned in the Contract Documents and it proposes and agrees, if this Proposal is accepted, that it will contract with the GovITC, in the form of the Contract attached, to complete the Work titled "Information Technology Services", and that it will take in full payment therefore the sums set forth in the following Schedule of Prices.

Each Service Provider shall provide a Special Project Pricing Schedule that shows the hourly rate for positions that will work on projects that fall outside the Scope of Work for Base Services.

Date	Signature
E-mail	Printed Name
Phone Number	Title

Glenview

Administration								
Pricing Worksheet for Supported Infrastructure								
				Unit Pricing				
Description	U	nit Price	Quantity	Description	Billing Frequency	T	otal	
Management & Administration	\$	-	384	Per User	Monthly	\$	-	
Strategic Plan	\$	-	1	Per Year	Annual	\$	-	
					Administration Total	\$	-	

End User Services Pricing Worksheet for Supported Infrastructure **Unit Pricing** Description Unit Price Quantity Description **Billing Frequency** Total End User Services Per User Monthly 384 \$ End User Service Total \$

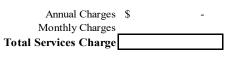
Data Center Operations							
Pricing Worksheet for Supporte	d Infrastructure						
			Unit Pricing				
Description	Unit Price	Quantity	Description	Billing Frequency	Total		
Description Server Support	Unit Price \$ -		Description Per Server Instance	8 1 7	Total \$-		
	Unit Price \$ - \$ -	152		8 1 7	Total \$ - \$ -		

Network & Telcom								
Pricing Worksheet for Support	rastructure							
				Unit Pricing				
Description	ι τ	Init Price	Quantity	Description	Billing Frequency		Total	
Network Services	\$	-	247	Per Device	Monthly	\$	-	
Security	\$	-	384	Per Device	Monthly	\$	-	
Telcom Services	\$	-	384	Per User	Monthly	\$	-	
					Network Total	\$	-	

Application Support							
Pricing Worksheet for Supported Infrastructure							
			Unit Pricing				
Description	Unit Price	Quantity	Description	Billing Frequency	Total		
Application Support		20	Per Hour	Monthly	\$	-	
	\$	-					

Community Specific Support								
Pricing Worksheet for Supported	l Infrastructure							
			Unit Pricing					
Description	Unit Price	Quantity	Description	Billing Frequency	Total			
Security Response		200	Per Hour	Per Incident	\$	-		
Disaster Recovery		200	Per Hour	Per Incident	\$	-		
Sharepoint Development & Support		160	hours	Monthly	\$	-		
Dispatch Center Support		160	hours	Monthly	\$	-		
			a .	G 'C' G (T (1	¢			

Community Specific Support Total \$



43

Lincolnshire

Administration								
Pricing Worksheet for Supported Infrastructure								
				Unit Pricing				
Description	Unit	Price	Quantity	Description	Billing Frequency	Tot	al	
Management & Administration	\$	-	59	Per User	Monthly	\$	-	
Strategic Plan	\$	-	1	Per Year	Annual	\$	-	
					Administration Total	\$	-	

End User Services									
Pricing Worksheet for Supporte	d Infrastructure								
			Unit Pricing						
Description	Unit Price	Quantity	Description	Billing Frequency	Total				
End User Services	\$ -	59	Per User	Monthly	\$-				
			I	End User Service Total	\$ -				

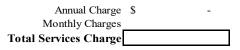
Data Center Services									
Pricing Worksheet for Supported Infrastructure									
			Unit Pricing						
Description	Unit Price	Quantity	Description	Billing Frequency	Total				
Server Support	\$ -	29	Per Server Instance	Monthly	\$	-			
Data Center Services	\$ -	60.8	Per TB	Monthly	\$	-			
Data Center Services Total \$ -									

	Network & Telcom									
Pricing Worksheet for Supported Infrastructure										
			Unit Pricing							
Description	Unit Price	Quantity	Description	Billing Frequency	Total					
Network Services	\$ -	34	Per Device	Monthly	\$ -					
Security	\$ -	76	Per Device	Monthly	\$ -					
Telcom Services	\$ -	59	Per User	Monthly	\$ -					
				Network Total	\$ -					

Application Support								
Pricing Worksheet for Supporte								
			Unit Pricing					
Description	Unit Price	Quantity	Description	Billing Frequency	Total			
Application Support		20	Per Hour	Monthly	\$	-		
	Application Support Total \$ -							

Community Specific Support									
Pricing Worksheet for Supported	d Infrastructure								
			Unit Pricing						
Description	Unit Price	Quantity	Description	Billing Frequency	Total				
Security Response		200	Per Hour	Per Incident	\$ -				
Disaster Recovery		200	Per Hour	Per Incident	\$ -				
Sharepoint Development & Support	36	Per Hour	Monthly	\$ -					

Community Specific Support Total \$



44

Lake Bluff

Administration								
Pricing Worksheet for Supported Infrastructure								
				Unit Pricing				
Description	U	Init Price	Quantity	Description	Billing Frequency	Total		
Management & Administration	\$	-	60	Per User	Monthly	\$	-	
Management & Administration Strategic Plan	\$ \$	-		Per User Per Year	Monthly Annual	\$ \$	-	

End User Services									
Pricing Worksheet for Support									
			Unit Pricing						
Description	Unit Price	Quantity	Description	Billing Frequency	Total				
End User Services	\$ -	60	Per User	Monthly	\$	-			
	End User Service Total \$								

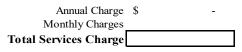
Data Center Services									
Pricing Worksheet for Supporte	d Infrastructure								
			Unit Pricing						
Description	Unit Price	Quantity	Description	Billing Frequency	Total				
Description Server Support	Unit Price \$-	· ·	Description Per Server Instance		Total \$	-			
	Unit Price S - S -	29			Total \$ \$	-			

Network & Telcom Pricing Worksheet for Supported Infrastructure **Unit Pricing** Unit Price Quantity Description **Billing Frequency** Total Description Network Services 31 Per Device Monthly \$ \$ \$ 60 Per Device Monthly \$ Security --**Telcom Services** \$ 60 Per User Monthly \$ --Network Total \$

Application Support								
Pricing Worksheet for Supported Infrastructure								
Description	Unit Price	Quantity	Description	Billing Frequency	Total			
Application Support		20	Per Hour	Monthly	\$	-		
	Application Support Total \$							

Community Specific Support									
Pricing Worksheet for Supported Infrastructure									
			Unit Pricing						
Description	Unit Price	Quantity	Description	Billing Frequency	Total				
Security Response		200	Per Hour	Per Incident	\$	-			
Disaster Recovery		200	Per Hour	Per Incident	\$	-			

Community Specific Support Total



45

Kenilworth

Administration								
Pricing Worksheet for Supported Infrastructure								
				Unit Pricing				
Description	U	nit Price	Quantity	Description	Billing Frequency		Total	
Management & Administration	\$	-	35	Per User	Monthly	\$	-	
Strategic Plan	\$	-	1	Per Year	Annual	\$	-	
					Administration Total	¢		

End User Services								
Pricing Worksheet for Supported	d Infrastructure							
			Unit Pricing					
Description	Unit Price	Quantity	Description	Billing Frequency	Total			
End User Services	\$ -	35.0	Per User	Monthly	\$ -			
			Η	End User Service Total	\$ -			

Data Center Services									
Pricing Worksheet for Suppo									
			Unit Pricing						
Description	Unit Price	Quantity	Description	Billing Frequency	Total				
Description Server Support	Unit Price		Description Per Server Instance	0 1 1	Total \$	-			
	Unit Price \$ - \$ -	20		0 1 1	Total \$ \$	-			

Network & Telcom								
Pricing Worksheet for Supported Infrastructure								
			Unit Pricing					
Description	Unit Price	Quantity	Description	Billing Frequency	Total			
Network Services	\$ -	4	Per Device	Monthly	\$ -			
Security	\$ -	35	Per Device	Monthly	\$ -			
Telcom Services	\$ -	35	Per User	Monthly	\$ -			
				Network Total	\$ -			

Application Support								
Pricing Worksheet for Supported Infrastructure								
			Unit Pricing					
Description	Unit Price	Quantity	Description	Billing Frequency	Total			
Application Support		20	Per Hour	Monthly	\$	-		
Application Support Total						-		

Community Specific Support									
Pricing Worksheet for Supported									
			Unit Pricing						
Description	Unit Price	Quantity	Description	Billing Frequency	Total				
Security Response		200	Per Hour	Per Incident	\$	-			
Disaster Recovery		200	Per Hour	Per Incident	\$	-			

Community Specific Support Total \$

Annual Charge \$ -Monthly Charges \$ -Total Services Charge

Yorkville

Administration								
Pricing Worksheet for Supporte	Pricing Worksheet for Supported Infrastructure							
				Unit Pricing				
Description	1	Unit Price	Quantity	Description	Billing Frequency	Total		
Management & Administration	\$	-	82	Per User	Monthly	\$	-	
Strategic Plan	\$	-	1	Per Year	Annual	\$	-	
					Administration Total	\$	-	

End User Services								
Pricing Worksheet for Supporte	d Infrastructure							
			Unit Pricing					
Description	Unit Price	Quantity	Description	Billing Frequency	Total			
End User Services	\$ -	82.0	Per User	Monthly	\$	-		
	End User Service Total	\$	-					

Data Center Services								
Pricing Worksheet for Supporte								
			Unit Pricing					
Description	Unit Price	Quantity	Description	Billing Frequency	Total			
Server Support	\$ -	29	Per Server Instance	Monthly	\$ -			
Data Center Services	\$ -	85	Per TB	Monthly	\$ -			
				Conton Comission Total	¢			

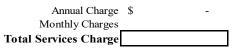
Data Center Services Total \$

Network & Telcom									
Pricing Worksheet for Supported Infrastructure		structure							
				Unit Pricing					
Description	Uni	t Price	Quantity	Description	Billing Frequency	То	tal		
Network Services	\$	-	20	Per Device	Monthly	\$	-		
Security	\$	-	82	Per Device	Monthly	\$	-		
Telcom Services	\$	-	82	Per User	Monthly	\$	-		
	•		-		Network Total	\$	-		

Application Support								
Pricing Worksheet for Supporte	Pricing Worksheet for Supported Infrastructure							
Description	Unit Price	Quantity	Description	Billing Frequency	Total			
Application Support		20	Per Hour	Monthly	\$ -			
Application Support Total \$								

Community Specific Support									
Pricing Worksheet for Supported Infrastructure									
			Unit Pricing						
Description	Unit Price	Quantity	Description	Billing Frequency	Total				
Security Response		200	Per Hour	Per Incident	\$	-			
Disaster Recovery		200	Per Hour	Per Incident	\$	-			
Sharepoint Development & Support	t	36	Per Hour	Monthly	\$	-			

Community Specific Support Total \$



47

Buffalo Grove

Administration								
Pricing Worksheet for Supporte	Pricing Worksheet for Supported Infrastructure							
				Unit Pricing				
Description	U	nit Price	Quantity	Description	Billing Frequency	Tota	ત	
Management & Administration	\$	-	295	Per User	Monthly	\$	-	
Strategic Plan	\$	-	1	Per Year	Annual	\$	-	
					Administration Total	\$	-	

End User Services								
Pricing Worksheet for Supported	d Infrastructure							
			Unit Pricing					
Description	Unit Price	Quantity	Description	Billing Frequency	Total			
End User Services	\$ -	295	Per User	Monthly	\$	-		
			I	End User Service Total	\$	-		

Data Center Services								
Pricing Worksheet for Support	ed Infrastruct	ure						
				Unit Pricing				
Description	Unit Pric	e	Quantity	Description	Billing Frequency	Total		
Description Server Support	Unit Pric	-		Description Per Server Instance		Total \$	-	
	Unit Pric \$ \$	- -	71			Total \$ \$	-	

Network & Telcom								
Pricing Worksheet for Supported Infrastructure								
				Unit Pricing				
Description	U	nit Price	Quantity	Description	Billing Frequency		Total	
Network Services	\$	-	171	Per Device	Monthly	\$	-	
Security	\$	-	280	Per Device	Monthly	\$	-	
Telcom Services	\$	-	295	Per User	Monthly	\$	_	
					Network Total	\$	-	

Application Support							
Pricing Worksheet for Supported	Pricing Worksheet for Supported Infrastructure						
			Unit Pricing				
Description	Unit Price	Quantity	Description	Billing Frequency	Total		
Application Support		20	Per Hour	Monthly	\$ -		

Application Support Total \$ -

Community Specific Support								
Pricing Worksheet for Supported								
			Unit Pricing					
Description	Unit Price	Quantity	Description	Billing Frequency	Total			
Security Response		200	Per Hour	Per Incident	\$	-		
Disaster Recovery		200	Per Hour	Per Incident	\$	-		
Sharepoint Development & Support		36	Per Hour	Monthly	\$	-		
	\$							

Community Specific Support Total \$

Annual Charge	\$ -
Monthly Charges	
Total Services Charge	

49

SCHEDULE OF PRICES SLA#2

Information Technology Services

TO: THE GOVERNMENT INFORMATION TECHNOLOGY CONSORTIUM,

FULL NAME OF SERVICE PROVIDER: ______

MAIN BUSINESS ADDRESS:

The undersigned, declares that it has carefully examined the proposed work, the Contract Documents, and all other documents referred to or mentioned in the Contract Documents and it proposes and agrees, if this Proposal is accepted, that it will contract with the GovITC, in the form of the Contract attached, to complete the Work titled "Information Technology Services", and that it will take in full payment therefore the sums set forth in the following Schedule of Prices.

Each Service Provider shall provide a Special Project Pricing Schedule that shows the hourly rate for positions that will work on projects that fall outside the Scope of Work for Base Services.

GovITC-2022-01 Schedule of Prices for Government Information Technology Consortium, Information Technology Services

Date

Signature

E-mail

Printed Name

Phone Number

Title

Glenview

Administration									
Pricing Worksheet for Supported Infrastructure									
				Unit Pricing					
Description	Ur	nit Price	Quantity	Description	Billing Frequency		Total		
Management & Administration	\$	-	384	Per User	Monthly	\$		-	
Strategic Plan	\$	-	1	Per Year	Annual	\$		-	
					Administration Total	¢			

Administration Total \$

End User Services								
Pricing Worksheet for Supported								
			Unit Pricing					
Description	Unit Price	Quantity	Description	Billing Frequency	Total			
End User Services	\$ -	384	Per User	Monthly	\$ -			
	\$ -							

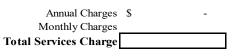
Data Center Operations								
Pricing Worksheet for Supported Infrastructure								
				Unit Pricing				
Description	Unit	Price	Quantity	Description	Billing Frequency	Total		
Server Support	\$	-	152	Per Server Instance	Monthly	\$	-	
Server Support Data Center Services	\$ \$	-	-	Per Server Instance Per TB	Monthly Monthly	\$ \$	-	

Network & Telcom								
Pricing Worksheet for Supported Infrastructure								
				Unit Pricing				
Description	Uni	t Price	Quantity	Description	Billing Frequency		Total	
Network Services	\$	-	247	Per Device	Monthly	\$	-	
Security	\$	-	384	Per Device	Monthly	\$	-	
Telcom Services	\$	-	384	Per User	Monthly	\$	-	
					Network Total	\$	-	

Application Support							
Pricing Worksheet for Supported Infrastructure							
			Unit Pricing				
Description	Unit Price	Quantity	Description	Billing Frequency	Total		
Application Support		20	Per Hour	Monthly	\$	-	
	plication Support Total	\$	-				

Community Specific Support								
Pricing Worksheet for Supported	d Infrastructure							
			Unit Pricing					
Description	Unit Price	Quantity	Description	Billing Frequency	Total			
Security Response		200	Per Hour	Per Incident	\$	-		
Disaster Recovery		200	Per Hour	Per Incident	\$	-		
Sharepoint Development & Support		160	hours	Monthly	\$	-		
Dispatch Center Support		160	hours	Monthly	\$	-		
			Community	Specific Support Total	\$			

Community Specific Support Total \$



50

Lincolnshire

Administration								
Pricing Worksheet for Supported Infrastructure								
				Unit Pricing				
Description	Un	it Price	Quantity	Description	Billing Frequency	Total		
Management & Administration	\$	-	59	Per User	Monthly	\$	-	
Strategic Plan	\$	-	1	Per Year	Annual	\$	-	
					Administration Total	\$	-	

End User Services								
Pricing Worksheet for Supported Infrastructure								
			Unit Pricing					
Description	Unit Price	Quantity	Description	Billing Frequency	Total			
End User Services	\$ -	59	Per User	Monthly	\$ -			
			I	End User Service Total	\$ -			

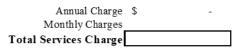
Data Center Services									
Pricing Worksheet for Supp	orted Infrastructure								
			Unit Pricing						
Description	Unit Price	Quantity	Description	Billing Frequency	Total				
Server Support	\$ -	29	Per Server Instance	Monthly	\$	-			
Data Center Services	\$ -	60.8	Per TB	Monthly	\$	-			
Data Center Services Total \$ -									

Network & Telcom									
Pricing Worksheet for Supported Infrastructure									
				Unit Pricing					
Description	U	iit Price	Quantity	Description	Billing Frequency		Total		
Network Services	\$	-	34	Per Device	Monthly	\$	-		
Security	\$	-	76	Per Device	Monthly	\$	-		
Telcom Services	\$	-	59	Per User	Monthly	\$	-		
					Network Total	\$	-		

Application Support								
Pricing Worksheet for Supported Infrastructure								
			Unit Pricing					
Description	Unit Price	Quantity	Description	Billing Frequency	Total			
Application Support		20	Per Hour	Monthly	\$	-		
	Application Support Total \$ -							

Community Specific Support										
Pricing Worksheet for Supported	Infrastructure									
			Unit Pricing							
Description	Unit Price	Quantity	Description	Billing Frequency	Total					
Security Response		200	Per Hour	Per Incident	\$ -					
Disaster Recovery		200	Per Hour	Per Incident	\$ -	-				
Sharepoint Development & Support		36	Per Hour	Monthly	\$	-				

Community Specific Support Total \$



51

Lake Bluff

Administration									
Pricing Worksheet for Supported Infrastructure									
				Unit Pricing					
Description	U	Init Price	Quantity	Description	Billing Frequency	Total			
Management & Administration	\$	-	60	Per User	Monthly	\$ -			
Management & Administration Strategic Plan	\$ \$	-		Per User Per Year	Monthly Annual	<u> </u>			

End User Services								
Pricing Worksheet for Support								
			Unit Pricing					
Description	Unit Price	Quantity	Description	Billing Frequency	Total			
End User Services	\$ -	60	Per User	Monthly	\$	-		
			1	End User Service Total	\$	-		

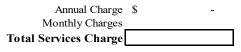
Data Center Services									
Pricing Worksheet for Supported Infrastructure									
			Unit Pricing						
Description	Unit Price	Quantity	Description	Billing Frequency	Total				
Description	Unitifice	Quantity	Description	Binning Frequency	10141				
Server Support	\$ -		Per Server Instance		\$	-			
	\$ - \$ -	29	1		s s	-			

Network & Telcom Pricing Worksheet for Supported Infrastructure **Unit Pricing** Description Unit Price Quantity Description **Billing Frequency** Total Network Services \$ 31 Per Device Monthly \$ -\$ 60 Per Device Monthly \$ Security --**Telcom Services** \$ 60 Per User Monthly \$ --Network Total \$ -

Application Support									
Pricing Worksheet for Supported Infrastructure									
Description	Unit Price	Quantity	Description	Billing Frequency	Total				
Application Support		20	Per Hour	Monthly	\$	-			
Application Support Total \$ -									

Community Specific Support										
Pricing Worksheet for Supporte	d Infrastructure									
			Unit Pricing							
Description	Unit Price	Quantity	Description	Billing Frequency	Total					
Security Response		200	Per Hour	Per Incident	\$	-				
Disaster Recovery		200	Per Hour	Per Incident	\$	-				

Community Specific Support Total



52

Kenilworth

Administration									
Pricing Worksheet for Supported Infrastructure									
				Unit Pricing					
Description	U	nit Price	Quantity	Description	Billing Frequency		Total		
Management & Administration	\$	-	35	Per User	Monthly	\$	_		
Strategic Plan	\$	-	1	Per Year	Annual	\$	-		

End User Services								
Pricing Worksheet for Supported	d Infrastructure							
			Unit Pricing					
Description	Unit Price	Quantity	Description	Billing Frequency	Total			
End User Services	\$ -	35.0	Per User	Monthly	\$ -			
	End User Service Tota							

Data Center Services									
Pricing Worksheet for Suppo	rted Infrastructure								
			Unit Pricing						
Description	Unit Price	Quantity	Description	Billing Frequency	Total				
Description Server Support	Unit Price		Description Per Server Instance	0 1 1	Total \$	-			
	Unit Price \$ - \$ -	20		0 1 1	Total \$ \$	-			

Network & Telcom									
Pricing Worksheet for Supported	d Infrastructure								
			Unit Pricing						
Description	Unit Price	Quantity	Description	Billing Frequency	Total				
Network Services	\$ -	4	Per Device	Monthly	\$ -				
Security	\$ -	35	Per Device	Monthly	\$-				
Telcom Services	\$ -	35	Per User	Monthly	\$ -				
				Network Total	\$ -				

Application Support								
Pricing Worksheet for Supported	d Infrastructure							
			Unit Pricing					
Description	Unit Price	Quantity	Description	Billing Frequency	Total			
Application Support		20	Per Hour	Monthly	\$	-		
			Ар	plication Support Total	\$	-		

Community Specific Support									
Pricing Worksheet for Supported	d Infrastructure								
			Unit Pricing						
Description	Unit Price	Quantity	Description	Billing Frequency	Total				
Security Response		200	Per Hour	Per Incident	\$ -				
Disaster Recovery		200	Per Hour	Per Incident	\$ -				

Community Specific Support Total \$

Annual Charge \$ -Monthly Charges \$ -Total Services Charge

Yorkville

Administration								
Pricing Worksheet for Supporte	d In	frastructure						
				Unit Pricing				
Description	1	Unit Price	Quantity	Description	Billing Frequency	Total		
Management & Administration	\$	-	82	Per User	Monthly	\$	-	
Strategic Plan	\$	-	1	Per Year	Annual	\$	-	
					Administration Total	\$	-	

End User Services								
Pricing Worksheet for Support	ed Infrastructure							
			Unit Pricing					
Description	Unit Price	Quantity	Description	Billing Frequency	Total			
End User Services	\$ -	82.0	Per User	Monthly	\$	-		
			I	End User Service Total	\$	-		

Data Center Services								
Pricing Worksheet for Supporte	d Infrastructure							
			Unit Pricing					
Description	Unit Price	Quantity	Description	Billing Frequency	Total			
Server Support	\$ -	29	Per Server Instance	Monthly	\$	-		
Data Center Services	\$ -	85	Per TB	Monthly	\$	-		
			D (Conton Comisso Total	¢			

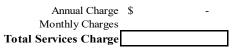
Data Center Services Total \$

Network & Telcom									
Pricing Worksheet for Supp	orted Infras	tructure							
				Unit Pricing					
Description	Uni	t Price	Quantity	Description	Billing Frequency	Tota	I		
Network Services	\$	-	20	Per Device	Monthly	\$	-		
Security	\$	-	82	Per Device	Monthly	\$	-		
Telcom Services	\$	-	82	Per User	Monthly	\$	-		
	÷		-		Network Total	\$	-		

Application Support							
Pricing Worksheet for Supporte	d Infrastructure						
Description	Unit Price	Quantity	Description	Billing Frequency	Total		
Application Support		20	Per Hour	Monthly	\$ -		
Application Support Total \$ -							

Community Specific Support									
Pricing Worksheet for Supported Infrastructure									
			Unit Pricing						
Description	Unit Price	Quantity	Description	Billing Frequency	Total				
Security Response		200	Per Hour	Per Incident	\$	-			
Disaster Recovery		200	Per Hour	Per Incident	\$	-			
Sharepoint Development & Support		36	Per Hour	Monthly	\$	-			

Community Specific Support Total \$



54

Buffalo Grove

Administration								
Pricing Worksheet for Support	ed Infr	astructure						
				Unit Pricing				
Description	U	nit Price	Quantity	Description	Billing Frequency	1	Total	
Management & Administration	\$	-	295	Per User	Monthly	\$	-	
Strategic Plan	\$	-	1	Per Year	Annual	\$	-	

End User Services								
Pricing Worksheet for Supported	d Infrastructure							
			Unit Pricing					
Description	Unit Price	Quantity	Description	Billing Frequency	Total			
End User Services	\$ -	295	Per User	Monthly	\$	-		
End User Service Total						-		

Data Center Services							
Pricing Worksheet for Supported Infrastructure							
			Unit Pricing				
Description	Unit Price	Quantity	Description	Billing Frequency	Total		
Server Support	\$ -	71	Per Server Instance	Monthly	\$ -		
Data Center Services	\$ -	191.5	Per TB	Monthly	\$ -		
	\$ -						

Network & Telcom								
Pricing Worksheet for Support	ed Inf	rastructure						
				Unit Pricing				
Description	ι	Jnit Price	Quantity	Description	Billing Frequency		Total	
Network Services	\$	-	171	Per Device	Monthly	\$	-	
Security	\$	-	280	Per Device	Monthly	\$	-	
Telcom Services	\$	-	295	Per User	Monthly	\$	-	
					Network Total	\$	-	

Application Support							
Pricing Worksheet for Supporte	Pricing Worksheet for Supported Infrastructure						
			Unit Pricing				
Description	Unit Price	Quantity	Description	Billing Frequency	Total		
Application Support		20	Per Hour	Monthly	\$ -		
	¢						

Application Support Total \$

Community Specific Support								
Pricing Worksheet for Supported	Pricing Worksheet for Supported Infrastructure							
			Unit Pricing					
Description	Unit Price	Quantity	Description	Billing Frequency	Total			
Security Response		200	Per Hour	Per Incident	\$ -	_		
Disaster Recovery		200	Per Hour	Per Incident	\$ -	_		
Sharepoint Development & Support		36	Per Hour	Monthly	\$ -	-		

Community Specific Support Total \$

Annual Charge \$ -Monthly Charges
Total Services Charge

55

PROPOSAL RESPONSE REQUIREMENTS

Responses will be evaluated based on the quality and completeness of the information provided. The criteria listed below will be used in the evaluation of the written responses. Concise presentation of the requested information should be anticipated to be evaluated more favorably than unnecessarily detailed descriptions.

Advertising and promotional material are not an acceptable submission, either alone or accompanying the required response. Font size should be no smaller than 10 point. All pages in the response should be numbered sequentially. Proposers must also include a table of contents which indicates the section and page numbers corresponding to the information included. Pages are to be no larger than 8.5" x 11" in size, unless noted otherwise.

Submittals are to be limited to Forty pages of written material not including the Schedule of Prices.

Please format the response with the following sections. Include all information requested. The GovITC prefers responses to be concise and easy to understand. Do not include unnecessary or extraneous information. Use the same sections and numbers that designate to the response requirements below to designate the associated response. Organize the response in the same order as organized in the following sections.

Section I – Executive Summary

1. Executive Summary must include a brief overview of the key elements of your proposal. Please highlight any features or areas that differentiate your services and products from competitors and any specializations in solutions for local governments. Provide a vision statement for the future of your firm. Please limit the Executive Summary to no more than three (3) pages.

Section II – Services

1. A detailed description of the Service Provider's approach to the requested services, as described in the Scope of Services. The description should:

- a. Provide details on how the Service Provider would support each of the five service categories outlined in the Scope of Services. Responses should follow the outline format provided in the Scope of Services.
- b. Describe methodology for transition to your services, include a Gannt chart showing expected timeline of key events.
- c. Include a discussion regarding work collaboration with GovITC Staff in order to achieve expectations.
- d. Included in this section may be a discussion of any substantive or innovative ideas used in other locations, which the Service Provider feels may be applicable to the required services and help differentiate the Service Provider.
- e. Demonstrate a general understanding of the structure of the GovITC, and its dynamics.
- f. Demonstrate an understanding of strategic planning.
- g. Provide details on how your firm will provide on-site support staffing. how supplemental remote staffing is to be provided, detail organizational plans for support.
- h. Provide a list of services your firm would not provide as part of the Base Service and would need to be completed as a Special Project.

2. A project schedule which should outline a specific timeline for each of the proposed project elements as detailed in the Scope of Services. The timeline should allow adequate time for staff review, revisions by the Service Providers, and additional review before any deliverable are presented to the public.

Section III – Company Profile

- 1. Profile and Qualifications Form located on pages 59-60.
- 2. History of the Service Provider (one [1] page)

Section IV – Capacity

1. Key Service Provider personnel/IT Manager to be assigned to this project (max one [1] page per person)

2. Organizational chart identifying disciplines, specific personnel, and the role of those who will be assigned to this project. (one [1] page)

4. Identify portions of this Service, if any, that the Service Provider will subcontract (one [1] page)

a. History of the subcontracting Service Provider (one [1] page)

b. Resumes of key subcontracted personnel to be assigned to this project (max one [1] page per person)

Section V – Experience and References

1. Related experience. Please provide a general overview of the Service Provider team's related experience during the past five (5) years, regarding:

- a. Detail Service Provider's experience providing the Service Types and Categories listed in the Scope of Services.
- b. Detail those Service Types and Categories that the Service Provider will sub-contract.
- c. Detail Security services provided and if those service are sub-contracted or performed "in-house"
- d. Experience working with collaborative or consortium groups
- e. Experience reducing costs year over year.

2. References. Please provide 3-5 references of similar scope work. Include name, phone number, email address, project scope, and contract value (one [1] page). When possible, please utilize references that are associated with the work samples discussed above. Most of the references should also be associated with work that was performed by the proposed project lead/IT Manager.

Section VI – Forms and Accompanying Documents

1. Public Contract Statements (must be signed, notarized and submitted) on page 7

2. Submit with the Schedule of Prices a rate sheet for positions that would be tasked with completing Special Projects.(Special Project Pricing Schedule)

3. List of current affiliations, accreditations or awards that indicate a high level of service is provided to clients of the firm. (one [1] page)

4. Submit a Schedule of Prices form for each of the two SLAs. Pages 42-55

Section VII – Disclosures

1. Financial disclosure, income statement and balance sheet showing financial condition for the last 3-5 years. (one [1] page)

2. Copy of current professional liability or errors and omissions certificate of insurance (one [1] page)

- 3. Pending litigation or ongoing binding arbitration with a client (one [1] page)
- 4. Any matters in the last five (5) years where a claim on the firm's errors and omissions insurance has been made.
- 5. Clearly note any exceptions to the Scope of Services requested.
- 6. Clearly note any exceptions to and Master Contract language in the Appendix A

7. Clearly note any exceptions or modifications to the SLA language in Exhibit B. Provide a clear explanation for the modification. Indicate what if any effect these modifications would have on pricing. Clearly mark and submit an additional Schedule of Prices if modifications to the SLA are significant.

SUBMISSION OF RESPONSES

Service Providers interested in providing the services requested, must respond in writing by the date specified. All submissions become the property of the Government Information Technology Consortium and will not be returned to the Service Providers. All costs associated with submission preparation will be borne by the submitter.

PROFILE AND QUALIFICATIONS FORM

Each Service Provider is required to fully answer all questions in each category listed below

All questions must be addressed by the Service Provider in order for this application form to be properly completed. Failure to answer any question, or comply with any directive contained in this form may be used by the GovITC as grounds to find the Service Provider ineligible. If a question or directive does not pertain to your firm in any way, please indicate with the symbol N/A.

1. Firm Name	
Business Address	
City	_State
County	_Zip Code
2. Names and Titles of Two Contact People	
A)	_Phone ()
Title)	E-mail
В)	_Phone ()
Title)	E-mail

3. Submittal is for:

Parent Company (List any Division or Branch Offices to be involved in this project)

Division (attach separate list if more than one is to be included)

Subsidiary

Branch Office

Name of Entity: ______

Address: _____

4. Type of Firm:

0	Corporation	
0	Partnership	
0	Sole Ownership	
0	Joint Venture	
0	Other	
5. Federa	al Employer Identification Number	
	· · ·	
6. Year F	irm was established	
7 Nama	and Address of Derent Company (if applicable)	
7. Name	and Address of Parent Company: (if applicable)	
8. Ackno	wledgement of receipt of Addenda(s)	(list each addendum number)
	Attach each signed addendum, if any, to the Proposal F	acket as part of your submittal.
Date		
Date		-
(Sign hei		
(Sign nei	re) By	-
(Print Na		
(PIIIL No	ame)	-
Title		
Title		-
E mail		
E-mail		_

PROPOSAL REVIEW AND SELECTION OF THE FINALISTS

The Government Information Technology Consortium will establish an Evaluation Team to review and evaluate the Service Providers written responses to this RFP in accordance with the evaluation criteria identified in the following section. The Project Evaluation Team will check client references which will also be evaluated. The GovITC reserves the right to reject any or all submissions and to waive informalities and minor irregularities in submissions received and to accept any submissions if deemed in the best interest of the GovITC to do so.

Service Provider Ranking

Based on results from the written responses to the RFP and client reference responses, the Project Evaluation Team will rank the finalist Service Providers. Finalists will be invited to provide presentations and to respond to questions from staff. Contract negotiations will then proceed with the top-ranked Company.

Evaluation Breakdown

All responses will be evaluated and ranked by the categories shown below. Each category will be weighted as shown below.

Any response that contains a Fail will not pass on to the point value evaluation step.

- References and Resumes 10%
- Qualifications and Experience 20%
- Local Office and Knowledge of Area and Services 10%
- Past Performance with Local Government %10
- Shared Service model understanding- 5%
- In-House Security 5%

Once all submittals have been reviewed, the Schedule of Prices will be opened. The final category Cost will be taken in consideration in order to complete the selection process.

• Cost – 40%

Development of an Agreement

GovITC intends to negotiate an agreement for Information Technology Services. If an acceptable agreement cannot be negotiated within an acceptable time period from the date of Service Provider selection, negotiations with the next-ranked Service Provider may be initiated. GovITC intends to generally include the (terms set forth in Appendix A) for Information Technology Services.

Note any exceptions to the contract language in the Appendix A in your RFP response.

RFP Schedule

Task	Timeline
Issue RFP	November 11, 2022
Questions due	November 18, 2022
Addendum Released* Intent to Propose requested	November 29, 2022
Proposals due	December 15, 2022
Evaluation Committee Meets	January 10, 2023
Interviews with qualified Service Providers	January 25-26, 2022
Selection of finalist*	February 7, 2023
Negotiations *	February 21 -28, 2023
Award of Agreement *	April 2023

*The schedule may be modified by the GovITC if it is deemed to be in the best interests of the Government Information Technology Consortium.

APPENDIX A. MASTER CONTRACT

This Master Contract (the "Contract") is made and entered into this _____day of _____, 2023 (the "Effective Date"), by and between the Government Information Technology Consortium ("GovITC"), an Illinois intergovernmental agency (the "Consortium"), and ______ (the "Service Provider"). (For convenience, the "Consortium" and the "Service Provider" may be hereinafter referred individually as a "Party" and collectively as the "Parties.").

WHEREAS, the Consortium is a public agency created by intergovernmental agreement among certain Illinois municipalities (the "IGA") pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*;

WHEREAS, the Service Provider will serve as the firm to establish, operate, maintain or support information technology systems, equipment, software, and related services (collectively, "Information Technology" or "IT") for the municipalities that are members of the Consortium (each, a "Member" and collectively, the "Members;

WHEREAS, the IGA contemplates a master contract by which the Consortium would designate service provider(s) to establish, operate, maintain, or support IT for the Members;

WHEREAS, the Consortium desires to engage the Service Provider to provide the IT services for the Members on the terms set forth in this Agreement, which shall be considered the Master Contract, as defined in the IGA;

WHEREAS, the Service Provider hereby represents to be in compliance with Illinois statutes relating to professional registration applicable to individuals performing the Services hereunder and has the necessary expertise and experience to furnish the Services upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing and of the promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the Consortium and the Service Provider hereby agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are incorporated herein by reference as if set forth in full.

SECTION 2. EXHIBITS

The following exhibits are attached hereto and incorporated in this Contract by reference:

- Exhibit A Scope of Base Services
- Exhibit B Service Level Agreement ("SLA")/Penalties and Service Prioritization Examples
- Exhibit C Insurance Requirements
- Exhibit D Form of Special Project Services Scope(s)
- Exhibit E Base Service Catalog Pricing

In the event of a conflict between this Agreement and associated exhibits, the provisions of this Agreement shall control.

SECTION 3. SERVICES; INDEPENDENT CONTRACTOR

The Service Provider shall provide the base services described in Exhibit A (the "Base Services") to all Members in accordance with its terms, and shall provide the services described in any scope of special project services with a Member (each, a "Special Project Scope") to that Member (the "Special Project Services" and, with the Base Services, the "Services") in accordance with its terms. The Service Provider shall perform all Services to the best of its talents and expertise in accordance with this Contract and all exhibits hereto, including, without limitation, the SLA, and shall cooperate with employees and other Service Providers of the Consortium and the Members in so doing.

The Service Provider shall at all times be an independent contractor, engaged by the Consortium and the Members to perform the Services. Nothing contained herein shall be construed to constitute a partnership, joint venture, or agency relationship between the Parties or between the Service Provider and any Member. Neither the Service Provider nor any of its employees shall be considered to be employees of the Consortium or any Member for any reason, including, but not limited to, workers' compensation or other benefits. Unless otherwise agreed in writing, neither Party hereto has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other.

SECTION 4. TERM

4.1 Subject to earlier termination as set forth herein, the initial term of this Contract commence on the Effective Date and remain in effect for three (3) years (the "Initial Term").

4.2 The Initial Term may be extended by successive two (2) year periods or for any other period as mutually agreed to by the Parties in writing (each, a "Renewal Term" and, with the Initial Term, the "Term") prior to the expiration of the then-current Term.

4.3 At the end of any Term GovITC reserves the right to extend this contract for a period of up to one hundred and twenty (120) calendar days for the purpose of securing a new contract.

SECTION 5. TERMINATION OF AGREEMENT

51 Notwithstanding any other provision hereof, the Consortium may terminate this Contract for its convenience at any time upon 120 calendar days' prior written notice to the Service Provider. The Service Provider may terminate this Contract for its convenience at any time upon 120 calendar days' prior written notice to the Consortium.

52 Upon the Contract's expiration or termination by either Party, the Service Provider shall be required to abide by the Transition cooperation obligations as set forth in Section 6.

53 Either Party may terminate this Contract for cause upon written notice to the other following a material breach of a material provision of this Agreement by such other Party if the breaching Party does not cure such breach within twenty (20) calendar days of receipt of written notice of such breach from the non-breaching Party.

54 In the event that this Contract is so terminated, the Service Provider shall be paid for Services actually performed as of the effective date of the termination.

55 Termination by a Member of its Base Services and/or any Special ProjectServices shall be in accordance with Exhibit A and the Member's Special Project Scope(s).

SECTION 6. TRANSITION COOPERATION

6.1 Upon expiration or termination of this Contract in accordance with Section 5, the Service Provider shall take all necessary actions to ensure an orderly and efficient transition of Services to the Members or another third-party service provider (the "Transition"), as outlined by items (a) – (f), below:

- (a) Throughout the Transition Period, which shall be defined as 90 calendar days after the effective date of (i) expiration of the Contract or (ii) termination of the Contract by either Party, the Service Provider will continue to perform the Services in accordance with the terms of the Contract and all exhibits hereto.
- (b) As part of the Transition, all Consortium and Member-owned equipment or property provided to the Service Provider under the Agreement (collectively, "Consortium Equipment") will be turned in to the Consortium or individual Member(s), as applicable, upon completion of Transition approval, and shall remain with the Consortium or individual Member(s) thereafter. Consortium Equipment includes, but is not limited to: computers, laptops, monitors, personal electronic devices (PEDs), flash and external hard drives, employee ID badges, software and software licensure, and any other items as deemed appropriate by the Consortium or applicable Member(s).
- (c) Transition of Intellectual Property shall abide by guidelines outlined in Section 21 of this Contract.
- (d) As part of the Transition, various user account accesses and authorizations must be created and disabled. Current Service Provider personnel possess user accounts and access necessary for contract deliverables. The Consortium, the Members, and/or employees of another third-party service provider will be granted access on the first day of the Transition Period. During the Transition Period, at a date determined by the

Consortium, the Service Provider, and a new third-party provider (if applicable), all new access and new passwords will be activated. All Service Provider user accounts will then be disabled.

- (e) Knowledge transfer will occur over the entirety of the Transition Period. Knowledge transferring will take place via various methods, and will encompass a variety of topics including, but not limited to: organizational structure, and processes, network infrastructure, network security, virtualization, disaster recovery, third-party software providers, records- management systems, database tasks and activities, service-level requirements, customer service requirements, documentation requirements, server structure and integrity, website and SharePoint systems, and all other topics, hardware, software as deemed necessary by the Consortium.
- (f) The Consortium will make the determination of when the Transition is completed in its sole discretion, and will provide a formal, written acceptance indicating such. Once the Transition has been formally accepted, all supporting documentation will be signed and accepted by the Parties. Following these approvals and signatures, the Transition will be considered complete. Notwithstanding the foregoing, the Consortium may, in its sole discretion, determine that the Transition is complete prior to the end of the Transition Period as set forth in Paragraph 6.1(c), above ("Early Determination"), and if the Consortium provides written notice of such Early Determination to the Service Provider, then the Transition Period shall end as of the date of such notice.

62 In the event that this Contract is terminated in accordance with Section 5, the Service Provider shall stagger the initiation of the Transition cooperation plan across the Members, in order to best serve the Transition.

63 Failure to stagger the Transition cooperation plan in accordance with Section 6.2 will result in a forfeit by Service Provider of any outstanding contractual funds to be paid by the Members under this Contract and the exhibits referenced herein.

SECTION 7. PAYMENTS TO SERVICE PROVIDER

7.1 Each Member shall pay the Service Provider for the Base Services in the amounts set forth in Exhibit A. Any Member with a Special Project Scope(s) shall pay the Service Provider for those Special Project Services those amounts set forth in that Member's Special Project Scope(s). In all cases:

- (a) The Service Provider shall submit invoices in a format approved by each Member.
- (b) The Service Provider shall maintain records showing actual time devoted and costs incurred. The Service Provider shall permit authorized representatives of the Member to inspect and audit all data and records of the Service Provider for work done under this Contract. The Service Provider shall make these records available at reasonable times during the Term, and for three (3) years after termination or expiration of this Contract.
- (c) All payments to the Service Provider under this Contract and any Work Order shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

7.2 Escalation

- (a) Requests for an increase of prices shall not exceed the CPI-All Urban Consumers, Chicago or 3.5% whichever is less.
- (b) Written requests for price revisions to the "Services/Project Position Rates" after the first year period shall be submitted at least sixty (60) calendar days in advance of the annual Contract period. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit.

GovITC reserves the right to reject a proposed price increase and terminate the Contract.

SECTION 8. ILLINOIS FREEDOM OF INFORMATION ACT

Within five (5) business days after the Consortium's or any Member's Notice to the Service Provider of the Consortium/Member's receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. - herein "FOIA"), the Service Provider shall furnish all requested records in the Service Provider's possession which are in any manner related to this Contract, including but not limited to any documentation related to the Consortium/Member and associated therewith. The Service Provider shall not apply any costs or charge any fees to the Consortium/Member or any other person, firm or corporation for its procurement and retrieval of such records in the Service Provider's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Service Provider shall defend, indemnify and hold harmless the Consortium/Member including its several departments and including its officers and employees and shall pay all of the Consortium/Member's Costs arising from the Service Provider's failure or alleged failure to timely furnish such documentation and/or arising from the Service Provider's failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Service Provider's and/or the Consortium/Member's defense of any litigation or other proceedings, including requests for review initiated by the Office of the Illinois Attorney General, associated therewith. In addition, if the Service Provider requests the Consortium/Member to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Service Provider shall pay all Consortium/Member Costs in connection therewith if the Consortium/Member, in its discretion, chooses to so deny the FOIA request. As used herein, "in the Service Provider's possession" includes documents in the possession of any of the Service Provider's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorney's fees, witness fees, filing fees and any and all other expenses — whether incurred by the Consortium/Member or the Service Provider.

SECTION 9. IDEMNIFICATION AND INSURANCE

The Service Provider agrees to indemnify, save harmless and defend the Consortium and the Members and all of their elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against, and hold them harmless from, any and all lawsuits, claims, injuries, demands, liabilities, losses and expenses; including court costs and reasonable attorney's fees which may arise or which may be alleged to have arisen out of, or in connection with the Service Provider's performance of any Services under this Contract and any of its exhibits including, without limitation, any Special Project Scope(s). The obligations of the Service Provider under this provision shall not be limited by the limits of any applicable insurance requirement of the Service Provider, and such obligations shall survive the expiration or termination of this Contract and its exhibits, including, without limitation, any Special Project Scope(s).

The Service Provider must procure and maintain, for the Term of this Contract, insurance as provided in Exhibit C hereto.

SECTION 10. NO PERSONAL LIABILITY

No official, director, officer, agent, or employee of any Party or Member shall be charged personally or held contractually liable by or to any other Party under any term or provision of this Agreement or because of its or their execution, approval or attempted execution of this Contract.

SECTION 11. NON-DISCRIMINATION

In all hiring or employment made possible or resulting from this Contract, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, sexual orientation, marital status, of the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any Services or activities made possible by or resulting from this Contract on the grounds of sex, race, color, creed, national origin, marital status, the presence of any sensory, mental or physical handicap or age except minimum age and retirement provisions. Any violation of this provision shall be considered a violation of a material provision of this Contract and any applicable Special Project Scope and shall be grounds for cancellation, termination or suspension, in whole or in part, of the Contract or applicable Special Project Scope by the Consortium or subject Member, as applicable.

SECTION 12. ASSIGNMENT AND SUCCESORS

This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the Parties hereto; provided, however, that no assignment, delegation or subcontracting shall be made without the prior written consent of the Consortium, or in the case of any Special Project Scope, the prior written consent of the subject Member, which may be withheld in the Consortium's or the Member's respectively, sole discretion. Any assignment, delegation or subcontracting shall be subject to all the terms, conditions and other provisions of this Contract, and the Service Provider shall remain liable to the Consortium and the Members with respect to each and every item, condition and other provision hereof to the same extent that the Service Provider would have been obligated if it had done the work itself and no assignment, delegation or subcontract had been made.

SECTION 13. SEVERABILITY

The Parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect, provided that the continuation of such remaining provisions does not materially change the intent of the Contract.

SECTION 14. HEADINGS

The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

SECTION 15. MODIFICATION OR AMENDMENT

This Contract constitutes the entire agreement of the Parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment duly executed by the Parties. Each Party agrees that no representations or warranties shall be binding upon the other Party unless expressed in writing herein or in a duly executed amendment hereof.

SECTION 16. GOVERNING LAW; VENUE

This Contract shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois. Venue for any disputes arising hereunder shall lie exclusively in courts of competent jurisdiction located in Cook County, Illinois.

SECTION 17. NEWS RELEASES

The Service Provider may not issue any news releases without prior approval from the Consortium nor will the Service Provider make public proposals developed under this Contract without prior written approval from the Consortium, except as required by applicable law.

SECTION 18. NOTICES

Any notices required to be given to either Party to the other under this Contract shall be in writing, and all such notices shall be made either a) by personal delivery, b) by a recognized courier service, such as federal Express or UPS, or c) by United States certified mail, return receipt requested, addressed to the Consortium or the Service Provider, respectively, at the following addresses, or at such other address as the Consortium or the Service Provider may from time to time designate in writing. Notice will be effective upon receipt if delivered personally, on the date signed for if delivered by courier service, or three (3) business days after deposit in the U.S. mail, if mailed.

If to Consortium:	GovITC
	[Attention:]
	,
If to Service Provider:	

Any notices to the Members shall be made at the addresses set forth on Exhibit E, attached hereto and incorporated herein by reference.

SECTION 19. SERVICE PROVIDER REPRESENTATIONS

The Service Provider hereby represents as follows:

- a. It is duly authorized to do business in the State of Illinois, with power and authority to conduct its business as currently conducted and as contemplated by this Contract.
- b. All necessary corporate, regulatory, or other similar action has been taken to authorize and empower the Service Provider to execute, deliver, and perform this Contract. The person(s) executing this Contract on behalf of the Service Provider is duly authorized to do so.
- c. No proceeding of any kind, including, but not limited to, litigation, arbitration, judicial, or administrative, is pending or threatened against or contemplated by the Service Provider which would under any circumstances have any material adverse effect on the execution, delivery, performance, or enforceability of this Contract. As of the Effective Date of this Contract, the Service Provider has not received notice, and does not have a reasonable basis for believing, that the Service Provider or any of its members, shareholders, partners, associates, officers, managers, or employees are the subject of any criminal action, complaint, or investigation pertaining to any felony charge, or any civil action or claim predicated on alleged acts of antitrust violations; business fraud; or discrimination due to race, creed, color, disability, gender, marital status, age, national origin, or religious affiliation.
- d. This Contract constitutes a valid, legal, and binding obligation of the Service Provider, and to the extent permissible by law, is enforceable against it in bankruptcy, insolvency, reorganization, moratorium, and other laws affecting the enforcement of creditors' rights generally and to general principles of equity, regardless of whether such enforcement is considered a proceeding in equity or at law;
- e. The Service Provider is not barred from entering into this Contract as a result of violations of Sections 33E-3 or 33E-4 of the Illinois Criminal Code of 2012, 720 ILCS 5/1-1, et seq.
- f. The Service Provider has a written sexual harassment policy in full compliance with 775 ILCS 5/2-105(A)(4).

SECTION 20. INTELLECTUAL PROPERTY

20.1 The Service Provider acknowledges and agrees that all trademarks, service marks, logos, tradenames and images provided by or on behalf of any Member to the Service Provider for use in performing the Services created by Service Provider hereunder (the "Member Materials") are the sole and exclusive property of the applicable Member. The Service Provider acknowledges that this Contract is not a license to use the Member Materials except as needed to perform the Services hereunder.

If applicable, to the extent the Service Provider has agreed to obtain and/or license Third-Party Materials on behalf of a Member, the Service Provider shall obtain a license for the Member to use the Third-Party Materials as part of the Services for the specified purpose. "Third-Party Materials" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Service Provider for the benefit of a Member.

203 It is expressly understood that, excluding the Member Materials and Third-Party Materials, all Members and the Service Provider may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Service Provider in providing Services hereunder.

SECTION 21. RECORDS AND INFORMATION

Service Provider understands that it may receive or gain access to information that is confidential or highly sensitive in nature and acknowledges that such information will be used solely for the purpose of fulfilling its obligations under the Contract. Further, any output from this Contract is to be kept confidential and is for the sole use of the Consortium and the Members. Service Provider shall not reveal such information and/or output to other parties without the express written permission of the Consortium or the applicable Member(s). All records and documents received by Service Provider from the Consortium and any Members shall remain the sole property of the Consortium and said Members, and all such records, or exact copies thereof, shall be turned over intact to the Consortium and said Members within ten (10) calendar days of their request.

Confidential information shall include, without limitation:

- a. All information that concerns the business affairs of the Consortium or a Member(s) including, without limitation, financial information, and all other data, records, and proprietary information involving the Consortium's or the Members' business operations.
- b. Any information developed or created by Service Provider in connection with the Services being rendered under this Contract by Service Provider.
- c. Any other information reasonably identified by the Consortium or a Member as confidential; provided however that confidential information shall not include the following:
 - i. Information known by, or generally available to the public at large through no breach by Service Provider of this Contract.
 - ii. Any information given to Service Provider by a third party without continuing restrictions on its use.
 - iii. Information disclosed by Service Provider with the Consortium or Member's approval.
 - iv. Information required to be disclosed by law.

SECTION 22. JOINT PURCHASING/PURCHASING EXTENSION

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by other municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each municipality and the Service Provider. The Service Provider agrees that the GovITC shall not be responsible in any way for purchase orders or payments made by the other municipalities. The Service Provider further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to other municipalities during the extended term of this Agreement.

The Service Provider and the other municipalities may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the Service Provider and the other municipality.

SECTION 23. COUNTERPARTS

This Contract may be executed in counterparts, each of which shall be deemed an original with the same effect as if the signatures therein were on the same instrument.

SECTION 24. INDIVIDUAL MEMBER AGREEMENTS

The intent of the Parties, the Consortium, and the Members is that this Contract supersede and replace Members' individual agreements with their IT services that are in effect as of the Effective Date of this Contract ("Member Agreements"). On the Effective Date, the Member Agreements shall be superseded by this Contract, and the Member Agreements shall be terminated and rendered null and void and of no further effect. Nothing herein shall prohibit any Member from entering into additional agreements with other vendors after the Effective Date of this Contract for projects that are outside the scope of the Base Services or any Special Project Scopes, nor shall this Contract be deemed to supersede any such agreements.

SECTION 25. EFFECTIVE DATE

The Effective Date shall be the last date on which both Parties sign the Contract.

IN WITNESS WHEREOF, the Parties have executed this Master Contract as of the dates set forth below.

GovITC

Ву: _____

Title: _____

Date:_____

Service Provider

By:				
•				

Title: _____

Date:_____