



REQUESTS FOR PROPOSALS  
Information Technology Services  
September 2, 2016

**Request for Proposals  
for Information Technology Services  
September 2016**

The Village of Oswego and United City of Yorkville, Illinois, have issued this joint Request for Proposals for the purpose of selecting a qualified firm to supply advanced information technology support and planning. A detailed scope of services is included.

Proposals must be submitted no later than 10 a.m. on Tuesday, October 4. Firms must submit five (5) completed hard copies and one digital copy shall be submitted in a sealed envelope clearly marked "Proposals for Information Technology Services." Proposals shall be mailed or hand delivered to:

Village of Oswego  
Re: (Firm name)  
Proposal for the Village of Oswego  
and United City of Yorkville  
Information Technology Services  
Attention: Tina Touchette  
Village Clerk  
100 Parkers Mill  
Oswego IL 60543

All proposals submitted must include all the information and documents as requested in this request for proposals. No oral or electronic proposals, including those sent by facsimile or via e-mail, will be accepted or considered. All proposals received after the submittal time will be rejected and returned unopened. The Village reserves the right to reject any or all proposals and to waive any informality. Proposal packets are available online at [www.oswegoil.org](http://www.oswegoil.org) or at the Oswego Village Hall, 100 Parkers Mill, Oswego, Illinois.

Proposals will be opened and evaluated in private and proposal information will be kept confidential until an award is made.

Questions or clarifications on the proposal documents need to be submitted to the Village in writing by 9 a.m. on Friday, September 15. Responses will be posted to all questions no later than 5 p.m. Thursday, September 22. Addendums that are issued as part of the request for proposals are to be initialed by the proper person and submitted as part of the delivery of the proposal package. Correspondence shall be addressed to:

Christina Burns  
Assistant Village Administrator/HR Director  
Village of Oswego  
100 Parkers Mill  
Oswego, IL 60543  
Or emailed to [cburns@oswegoil.org](mailto:cburns@oswegoil.org).

Award of Contract: The Village of Oswego Board of Trustees and United City of Yorkville will separately make the final award of the proposal or contract.

## **SPECIFICATIONS**

### **I. Conditions**

1. The firm is responsible for being familiar with all conditions, instructions, and documents governing this contract. Failure to make such preparations shall not excuse the firm from performance of the duties and obligations imposed under the term of this contract.
2. The firm further understands and agrees that if this proposal is accepted, they are to furnish and provide all labor, materials, tools and equipment needed to provide the services specified in this agreement.
3. The firm will not be reimbursed by the Village/City for any costs involved in the preparation and submission of the proposal or in the preparation for and attendance at subsequent interviews.
4. The Village of Oswego and the United City of Yorkville is exempt from State and Federal taxes. Proposals shall not include any taxes or fees.
5. Prospective firms shall not contact any Village/City employee, official or board member on matters relating to this request for proposals, except as indicated herein.
6. Proposals shall be considered firm and valid for at least 90 days following submittal deadline.

### **II. Background**

The Village of Oswego (hereafter “Village”) and United City of Yorkville (hereafter “City”) have identified share service opportunities as a priority. The municipalities are located primarily in Kendall County along the Fox River located about 50 miles southwest of Chicago.

In 2014, the municipalities undertook a shared services analysis supported by the Chicago Metropolitan Agency for Planning. The purpose of the study was to identify opportunities to engage in shared services arrangements that result in reduce costs, increased services, and/or improved efficiencies. We continue to look for opportunities to engage in shared services in order to benefit both municipalities.

The Village and City are both seeking a comprehensive and progressive approach to information technology maintenance and strategic planning, as well as the potential to explore equipment sharing where beneficial to both municipalities.

#### **Village of Oswego**

The Village is governed by a Village President and six elected Trustees. The appointed Village Administrator is responsible for the day-to-day operations of the Village. Departments include Administration, Finance, Community Development, Building and Zoning, Public Works and Police. Budgeted expenditures are \$37.3 million, including General Fund expenditures of \$17,345,987. The Village has approximately 117 full-time equivalent employees.

The Village currently uses a combination of outsourcing and an on-staff GIS/IT coordinator to manage information technology. In the next year, the Village will be implementing a new ERP system and continuing to make upgrades to technology to meet business needs

The Village maintains a robust information technology network for its daily operations, The IT infrastructure includes nine servers running Windows 2008 R2 and Hyper-V, 85 workstations, many mobile devices, and two dozen Cisco devices (switches, routers, firewalls, access points). There are two server rooms, one located at Village Hall, the other located at the Police Department. There are a few networking closets among all the facilities. All the facilities are connected together with Comcast's Metro Ethernet fiber. Additionally, the Village plans to bring a new police department online in July of 2018. The successful vendor may have a role in identifying IT needs, designing IT infrastructure and ensuring a smooth IT transition to the new facility. The Village maintains separate vendors supporting SCADA and HVAC systems. LAN & WAN connectivity supported by Comcast; VoIP supported by CallOne.

The Village's GIS/IT Coordinator will manage the selected IT vendor and serve as the Village's contact regarding the contract.

### **United City of Yorkville**

The City is governed by a Mayor and eight elected Alderman. The appointed City Administrator is responsible for day-to-day operations. Departments include Administration, Finance, Community Development, Building Safety and Zoning, Public Works, Engineer, Police, and Parks and Recreation. Budgeted expenditures are \$33,275,572, including General Fund expenditures of \$14,803,097. Yorkville has 168 full-time equivalent employees.

The City currently outsources information technology services. The City has a migrated and virtualized the IT infrastructure utilizing VMware as its preferred hyper-visor. The City IT infrastructure includes 10 Servers, 143 PC's, tablets, mobile phones, 3 switches, 2 access points, Nortel/Centrex system digital system, LAN & WAN network connectivity, GPS, SCADA server/system, timekeeping clocks, onsite backups (virtualized), and web filter. They system serves all Departments and functions of the City.

### **III. Scope of Services**

The municipalities have issued this joint RFP because of their similar IT needs as growing municipalities. Further, the municipalities anticipate a combined need for 40 hours of on-site support each week. Oswego anticipates an average need of approximately 32 hours, with Yorkville average need at approximately 8 hours per week. The municipalities also see opportunities to reduce cost and/or improve quality through shared infrastructure and planning investments. A joint IT vendor would be asked to find sharing opportunities while maintaining security and segregation of data.

Required services include:

#### **1. Professional Service**

- CIO/COO Service Oversight
  - Information sharing of Village's/City's technologies and processes
  - Industry Best Practice Oversight
  - Regulatory and Compliance Oversight
  - Regulatory and Compliance Planning
  - Business Needs Development
    - Specific to Upcoming Projects or Business initiative
    - Industry Specific Technologies
    - 1-3 Year IT Budgeting Process Oversight
  - Strategic Planning and Collaboration
- Account/Project Management
  - Status Reporting – Automated Weekly, Quarterly, Monthly, etc. reporting

- Regular On-Site Customer Communications
      - Weekly meetings with the Village of Oswego; monthly meetings with the United City of Yorkville
      - Quality/Customer Satisfaction Review
      - Project/Milestone Timeline Management
      - Staffing/Personnel Review
    - Conduct annual customer satisfaction survey for review with municipalities.
    - Management of Project Personnel
      - Personnel/HR Management
      - Schedule Management
      - Communications
      - Ensure transition management plan is in place in advance for staff transition. When needed, replace key personnel with resources that have request knowledge level.
    - Strategic Planning
  - System Recovery and Project Support
    - Process Compliance Management
      - Remote monitoring, systems alerts, etc.
      - Systems configuration review and oversight
      - Systems update process review and oversight
    - Quarterly IT reviews of all major systems
      - Infrastructure – Servers, switches, etc.
      - Workstations
      - Helpdesk
    - Industry Alerts of major systems
      - Virus, Patches, Updates
    - Level 3 Senior Systems Engineer Support
      - Remote High End Support for all IT Services. The Village has purchased TeamViewer for this purpose.
      - On-site Project Based Services, Configuration, Implementation
      - Pro-active shared service recommendations
    - Architecture and Design
      - HW/SW configuration and implementation design
      - HW/SW costing review
      - Documentation of design
      - Vendor certification of design
    - 24/7/365 Emergency Service Restoration

## **2. Run and Maintain Services**

- On-Site Personnel
  - Day-to-Day Support
    - Maintenance of Servers
    - Monitor System Resources on each server
    - Monitor Daily Backup Operations of each server
    - Monitor and Correct Operating System Errors on each server
    - Review, Download and Install Microsoft Service Packs as necessary for each server
    - Review, Download and Install Antivirus Updates Daily for each server
  - User Administration

- Add, Change and Delete Users to Corporate servers
- Maintain integrity of existing AD accounts
- Maintain Security and Authentication standards for Server Users
- Add, Change and Delete File and Share Permissions for Server Users
- Maintain auditing records for Sharing Permissions
- Maintain auditing records for File Permissions
- Monitor Security Log for user violations
- Auditable Events and Content
- Databases Management
  - Oversee Database Maintenance Jobs
  - Move/Adjust SQL Tables
  - Monitor Queries
  - Monitor Database Response Time
- Manage Switches and Internet Routers
  - Monitor Routers and Switches for Performance
  - Maintain Cisco IOS and Configurations
- Manage Firewalls
  - Use SNMP for monitoring of all network utilizations and system uptime. Monitor SNMP Traps
  - Monitor Firewall for Port Attacks, Virus Attacks and questionable activity
  - Modify Firewall configurations as required by system reports
  - Update Firewall IOS Quarterly
- Helpdesk Management
  - Implement and manage help desk system.
  - Level 1-3 Helpdesk tasks
- Physical environment
  - Monitor system environment controls
  - Review physical security measures
- On-Site Systems Engineers Administrative Services
  - Implementation and maintenance of automated and reoccurring processes
  - IT HW/SW Inventory Management
  - Level 1 and 2 Helpdesk
  - Status Reporting
  - Time Reporting
  - Implementation of Client and Industry Best Practices/Policies
- 24/7/365 On-Call and Emergency Service Support

### **3. Systems Documentation and Knowledge Management**

- Account Services Manual
  - Escalation Processes and Contracts
    - Onsite Personnel, Account Relationship Manager, CIO/COO
    - Client escalation Priorities
  - Problem Management
  - Service Management
    - Client Services Definition/Categories
  - Quality of Service Assurance
  - IT Reference Information
    - Diagrams

- Inventory
- Defined configurations of all devices (infrastructure, servers, workstations, etc.)
- Status Reporting – Weekly, Monthly, Quarterly, etc.
- Time Reporting – Weekly hours and tasks description
- Helpdesk Management Database
  - Via implementation of a Helpdesk management solution, Vendor will create and manage, or use the existing solutions, all helpdesk items and projects providing a complete documentation of all IT services performed
- Annual Reviews

#### **4. Asset Inventory and Security**

- Implement Industry Best Practices developing IT Policies, Processes and Standards
- Perform a complete IT Asset Inventory defining all systems, infrastructure devices, and applications; along with the risks associated with their failure, and costs associated with their replacement.
  - Place and adhere to standards utilizing manufacturers (Microsoft, Cisco, VM, etc.) suggestions across the global enterprise network.
  - Use vendor support contracts to validate design, configuration and implementation of infrastructure and server environments.
  - Define and eliminate all single points of failure on mission critical devices.
  - Implement enterprise level automated security solutions (Antivirus, Vulnerability Scanners, etc.).
  - Implement automated systems to monitor, scan, update and report on Village of Oswego's and the United City of Yorkville's entire IT infrastructure and systems.
  - Define, create and implement a complete Disaster Recovery Plan based on the results of the inventory, risk assessments, and systems and infrastructure tests and issues defined within this assessment.
  - Define Security vulnerabilities including:
    - Internet Infrastructure (Public Network)
    - WAN/LAN Infrastructure (Private Network)
    - Server Environment
    - Workstation Environment
    - Physical Environment

#### **IV. Proposal Format**

Proposals should provide a straightforward, concise description of the capabilities to satisfy the requirements of this request. Emphasis should be placed on clarity of content and thoroughness. All proposal responses must be in the following format:

- A. Cover Letter: Including official name of the proposing firm (and/or third party vendors), the address, phone number and e-mail of the firm, as well as the name(s) of the principal contact person. The cover letter must be signed by a person(s) authorized to bind the proposing firm. (1 page maximum)
- B. Table of Contents: Include an index listing all contents and any included attachments.

- C. Firm Background: This section should include a brief description of the firm as well as experience and qualifications to provide the services outlined above. Indicate whether the firm is an independent entity or part of a larger corporation. This section should include a general overview of the firm's services. (5 pages maximum)
- D. Profile: (10 pages maximum)
  - a. Business information: Please include length of business operation and office location that would serve the Village/City.
  - b. Clients: Include the number of clients the firm currently has, as well as the number of municipal clients.
  - c. Staff: Please include a resume for each individual who would be assigned to the account, including relevant certifications and experience. Specifically highlight municipal experience. Please provide references for the Manager/Representative who would be assigned to the account.
- E. Proposal: The proposal should include your summary of the scope of services requested, your approach to providing the above-listed services, the firm's history in providing similar service, the firm's approach to providing on-demand response, scope of services beyond the RFP that the vendor provides and which may be of interest to the Village/City, and why the firm is pursuing the work. Please include any other pertinent information that may help the municipalities determine the firm's overall qualifications. (8 pages maximum)
- F. References: Provide at least three client references of municipal or government clients with which the firm has worked in the past five years. Provide a contact person, telephone number, e-mail address and mailing address, as well as a brief description of the services provided. (1 page maximum)
- G. Cost Proposal: The municipalities anticipate annual contracts with an annual renewal option. Cost for the following scenarios should include a monthly and/or annual service fee to include all contract oversight, regular on-site staff, system maintenance, help-desk services, emergency services and all other tasks outlined in the scope of services above.

In addition, the municipalities anticipate planning for special projects outside of this scope of services to be negotiated on a not-to-exceed price or bid out separately on a project-by-project basis. The proposal must include hourly rates for all project staff levels.

Cost proposals as outlined above shall be provided for the following scenarios:

- a. Oswego/Yorkville joint contract
- b. Oswego only contract
- c. Yorkville only contract

- H. Attachments:
  - a. Completed and signed Appendix A: Certifications and Assurances
  - b. Completed and signed Appendix B: Non-collusion certificate

## V. Proposal Evaluation

The Village/City will award the contract based on the proposal deemed in the best interest of the Village/City. Firms may be asked to provide additional information and/or interview with elected officials and/or Village/City staff. Evaluation of the proposals will include but is not limited to:

- Overall ability to successfully provide the services outlined.
- Qualifications and experience of personnel.
- Consultant’s past performance on similar services.
- Cost.

Criteria is not necessarily rated in order of significance.

**VI. Timeline**

The following table outlines the anticipated RFP process:

RFP Issued	September 2, 2016
Optional Site Visit	September 14, 2016: 10:30 a.m. 100 Parkers Mill in Oswego; 12 p.m. 800 Game Farm Road in Yorkville.
Questions regarding RFP Due	9 a.m. September 16, 2016.
Responses to RFP Questions Posted	5 p.m. September 21, 2016
Proposals Due	10 a.m. October 4, 2016
Finalist Interviews	October 17 and 18 (tentative)
Contract Approval	November 2016
Contract Begins	November 2016

**V. Contract**

The Village/City reserves the right to make an award without further discussion of the proposal submitted or to not make any award. The proposal should be submitted initially on the most favorable terms which the firm can propose. The firm shall enter into a written contract, which shall be submitted to the Corporate Authorities of the Village/City for approval. Final acceptance of the proposal shall only be complete under Corporate Authorities acceptance of a contract executed by the firm.

Consultant should be prepared to accept a contract resulting from this RFP. It is understood that the proposal will become a part of the official file on this matter without obligation to the Village. Firms should carefully review the Sample Contract in Exhibit A to determine the stated requirements and terms.

This RFP does not obligate the Village/City to contract for services specified herein.

**APPENDIX A  
CERTIFICATIONS AND ASSURANCES**

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the Village/City without further negotiation at any time within the 60-day period.
2. In preparing this proposal, I/we have not been assisted by any current or former employee of the Village/City whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this proposal. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
3. I understand that the Village/City will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals will become the property of the Village/City, and I/we claim no proprietary right to the ideas, writings, items, or samples.
4. I/we warrant that, in connection with this procurement:
  - a. The price and/or cost data have been arrived at independently, without consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any competition.
  - b. Unless otherwise required by law, the prices and/or cost data which have been submitted have not knowingly been disclosed by him/her prior to opening, in the case of a proposal directly or indirectly to any other competitor.
  - c. No attempt has been made or will be made by the Consultant to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Consultant \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

**APPENDIX B**  
**NON-COLLUSION CERTIFICATE**

The Undersigned Bidder is not barred from bidding for this Contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38 of the Illinois Revised Statutes concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts.

---

(Printed Name of Contractor)

---

Address

---

City State Zip Code

---

Signature of Authorized Representative

---

Title Date

**EXHIBIT A**  
**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

**I. PARTIES**

1. (Municipality)
2. \_\_\_\_\_  
(the "Consultant")

\_\_\_\_\_  
Type of Entity

Name \_\_\_\_\_

Tax Identification No. \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

**II. TERM:**

The term of this Agreement shall be from approval of the contract by the Village Board/City Council until not later than **(insert date)**, unless sooner terminated pursuant to the provisions of this Agreement.

**III. PAYMENT**

The Village of Oswego/United City of Yorkville shall pay Consultant for services rendered in accordance with the Local Government Prompt Payment Act.

**IV. CONTRACT PROPOSAL; SCOPE OF SERVICES**

Attached are the Proposal documents which have been completed, signed and executed, and which shall serve as addendums to this Professional Services Agreement, each of which are expressly incorporated as though fully set forth herein. The Consultant represents and warrants that it/he/she has the skills and knowledge necessary to conduct the services provided for in the Proposal, as attached, and understands that the Village Board/City Council is relying on such representation. Consultant further understands and agrees the Proposal is an integral part of this Professional Services Agreement and that it may not be modified or altered except in a manner provided by this Professional Services Agreement.

**V. LICENSES, PERMITS AND SUBSTITUTION OF PERSONNEL**

Consultant agrees and warrants that it/he/she has procured all licenses, permits or like permission required by law to conduct or engage in the services provided for in this Professional Services Agreement; that it/he/she will procure all additional licenses, permits or like permission hereafter required by law during the term of this Professional Services Agreement; and that it/he/she will keep same in full force and effect during the term of this Professional Services Agreement. Consultant will file with the Village/City a current copy of each applicable license, permit or like permission then in effect. Upon the expiration of

each permit or license, the Consultant shall seasonably file copies of the renewal or replacement permit or license.

It is the responsibility of the Consultant to notify the Village of Oswego/United City of Yorkville, and receive its permission, prior to providing any personnel or replacement personnel. Notification and consent is required for any additional Consultant personnel or replacement personnel involved in Village of Oswego/United City of Yorkville work.

## **VI. INDEPENDENT CONTRACTOR**

Consultant understands and agrees that the relationship of Consultant to the Village of Oswego/United City of Yorkville arising out of this Professional Services Agreement shall be that of independent contractor. It is understood that Consultant or its/his/her staff and employees are not employees of the Village of Oswego/United City of Yorkville and, therefore, are not entitled to any benefits provided employees of the Village of Oswego/United City of Yorkville. It is further understood by the Consultant that it/he/she or its/his/her staff will not be covered under provisions of the workers' compensation insurance of the Village of Oswego/United City of Yorkville and that any injury or property damage on the job will be the Consultant's sole responsibility and not that of the Village of Oswego/United City of Yorkville. Also, it is understood that the Consultant or its/his/her staff is not protected as an employee or as a person acting as an employee under the provisions of the public liability insurance of the Village of Oswego/United City of Yorkville and, therefore, will be solely responsible for its/their own actions. The hiring of additional personnel shall be the responsibility of the Consultant, subject to the conditions described in Section V. The Consultant agrees that no additional personnel will be so hired unless workers' compensation insurance is purchased to cover said personnel and evidence of such workers' compensation coverage is given to the Village of Oswego/United City of Yorkville before said personnel is used by Consultant. It is further agreed that the Consultant will not be covered under Social Security, federal income withholding or state income tax but that the Village of Oswego/United City of Yorkville will meet its legal obligations to report payments made to the Consultant on a Form 1099 and will comply with all Federal, State and local rules and regulations. The Consultant warrants to comply with any federal, state or local laws, regulations, court orders or rules related to non-discrimination in employment.

## **VII. LIABILITY INSURANCE AND INDEMNIFICATION**

The Village of Oswego/United City of Yorkville assumes no liability for actions of the Consultant, Consultant's directors, officers, owners, employees, agents or any other person acting on or purporting to act on behalf of Consultant (the "Consultant Group") under this Professional Services Agreement. Consultant agrees fully to indemnify and hold harmless the Village of Oswego/United City of Yorkville against any and all liability, loss, damage, cost or expenses, including attorneys' fees, which the Village of Oswego/United City of Yorkville may sustain, incur or be required to pay as a result of any and all wrongful or negligent acts of the Consultant Group in the performance of its/his/her services and obligations under this Professional Services Agreement. The foregoing indemnity shall also apply to, but not be limited to, any failure of the Consultant to obtain permission from the Village/City prior to any personnel or replacement personnel providing services under this Professional Services Agreement.

The Consultant shall maintain workers' compensation insurance on its own behalf and shall fully indemnify and hold harmless the Village of Oswego/United City of Yorkville against any and all liability, loss, damage, cost or expense which the Village of Oswego/United City of Yorkville may sustain, incur or be required to pay as a result of any and all accidental injuries suffered by the Consultant Group.

It is understood and agreed to by the parties that the Consultant must be required to maintain Commercial General Liability insurance with coverage limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and Automobile Liability coverage with limits of not less than \$500,000 per occurrence and \$1,000,000 aggregate. A Certificate of Liability Insurance naming elected and appointed

officials, employees and agents of Village of Oswego/United City of Yorkville as additional insureds shall be attached to this Professional Services Agreement.

### **VIII. TERMINATION**

This Professional Services Agreement may be terminated immediately by, or at the direction of, the Village Board/City Council, in the Village Board's/City Council's sole discretion; and in such an event, Village Board/City Council shall cause immediate written notice of such termination to be given to Consultant. In every such event in which the Village Board/City Council shall terminate the services of Consultant, Consultant is obligated and agrees to refund to the Village of Oswego/United City of Yorkville all moneys paid to it by the Village of Oswego/United City of Yorkville for services not rendered by said Consultant through the date on which Consultant shall receive notice of termination or the effective date thereof. Further, in the event of such termination, the Consultant shall immediately deliver or return to the Village of Oswego/United City of Yorkville all work product produced by or for the Village of Oswego/United City of Yorkville under this Professional Services Agreement.

### **IX. NOTICE**

Any notices which are required to be given or which may be given under this Professional Services Agreement shall be sent to the parties at the addresses shown in the "Parties" Section of this Professional Services Agreement. Service may be given by any means capable of producing a written confirmation of receipt, excluding e-mail.

### **X. NON-ASSIGNABILITY**

Consultant understands that this Professional Services Agreement is an agreement for the personal services of Consultant or its/his/her employees and that it is made by the Village of Oswego/United City of Yorkville in reliance on Consultant's or its/his/her employees' personnel skill and knowledge in the activity to be conducted, and as represented by Consultant. Accordingly, this Professional Services Agreement is non-assignable by Consultant.

### **XI. REGULATIONS**

A. Compliance. The Consultant warrants that it is familiar with and shall comply with Federal, State and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement including without limitation Workers' Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours. No plea of misunderstanding or ignorance thereof will be considered.

B. Evidence of Compliance. Whenever required, the Consultant or subcontractor shall furnish the Client with satisfactory proof of compliance with said Federal, State and local laws, statutes, ordinances, rules, regulations, orders, and decrees.

C. Non-discrimination. Consultant shall comply with all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission.

At all times Consultant shall remain in compliance with the Illinois Human Rights Act (775 ILCS 5/2-101, et seq.), and in addition shall at all times comply with Section 2-105 of the Illinois Human Rights Act requiring a written sexual harassment policy as defined therein.

D. Drug-Free Workplace: Consultant shall comply with all terms of the Drug Free Workplace Act (30 ILCS 580).

E. Certification. Consultant understands, represents and warrants to the Village/City that the Consultant is in compliance with all requirements provided by the Acts set forth in this Section XI and that it will remain in compliance for the entirety of the Agreement. A violation of any of the Acts set forth in this Section is cause for the immediate cancellation of the Agreement. However, any forbearance or delay by the Village/City in canceling this Agreement shall not be considered as, and does not constitute, Village's/City's consent to such violation and a waiver of any rights the Village/City may have, including without limitation, cancellation of this Agreement.

**XII. MISCELLANEOUS**

A. This Professional Services Agreement, which includes the Proposal referred to under Section IV, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings of the Parties in connection therewith. No modification of this Professional Services Agreement shall be effective unless made in writing, signed by both parties hereto and dated after the date hereof.

B. This Professional Services Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any dispute arising hereunder shall be the Circuit Court of the Twenty Third Judicial Circuit, Kendall County, Illinois.

C. Each of the parties acknowledges the receipt of good and valuable consideration for its/his/her respective agreements contained in this Professional Services Agreement.

D. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

**IN WITNESS WHEREOF**, the undersigned parties have hereunto executed or caused to be executed this Professional Services Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**VILLAGE OF OSWEGO**

By: \_\_\_\_\_  
Gail Johnson, Village President

**ATTEST:**

\_\_\_\_\_  
Tina Touchette, Village Clerk

**UNITED CITY OF YORKVILLE**

By: \_\_\_\_\_  
Gary Golinski, Mayor

**ATTEST:**

\_\_\_\_\_  
Beth Warren, City Clerk

**CONSULTANT**

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm or Name of Individual