VILLAGE OF GRAYSLAKE

PROPOSAL/CONTRACT

INFORMATION TECHNOLOGY SERVICES

Contractor Leading IT Solutions ("Contractor")
Address 42 East Street
Crystal Lake, IL 60014
Telephone 815-308-2095 Facsimile _____
Contact Stephen Taylor

To: Village of Grayslake ("Owner")
10 South Seymour Avenue
Grayslake, IL 60030
Attention: **Michael J. Ellis**
Village Manager

Contractor warrants and represents that Contractor has carefully reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. none [if none, write "NONE"], which are attached to the end of this Proposal/Contract.

1. **Work Proposal**

A. Contract and Work. If this Proposal/Contract is accepted, Contractor proposes, and agrees, that Contractor shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Proposal/Contract and Contract Agreement in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Proposal/Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to provide Information Technology Services ("IT Services");

2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;

3. Insurance. Procure and furnish all certificates of insurance specified in this Proposal/Contract;

4. Taxes. Pay all applicable federal, state, and local taxes;

5. Miscellaneous. Do all other things required of Contractor by this Proposal/Contract; and

6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices, in full compliance with, and as required by or pursuant to, this Proposal/Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Proposal/Contract is accepted, Contractor proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the Special Provisions of Contract attached hereto and by this reference made a part of this Proposal/Contract.

C. Responsibility for Damage or Loss. If this Proposal/Contract is accepted, Contractor proposes, and agrees, that Contractor shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, or other persons as a result of the Work.

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Proposal/Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Contractor's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Contractor with any excess cost incurred thereby, or cancel all or any part of any order or this Proposal/Contract. Work so rejected may be returned or held at Contractor's expense and risk.

2. Contract Price Proposal

If this Proposal/Contract is accepted, Contractor proposes, and agrees, that Contractor shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers; the compensation set forth below.

A. Schedule of Prices

For providing, performing, and completing all Work, the Monthly Contract Price is listed below:

- Fiscal Year 2014/15 Monthly Contract Price (in writing):

  Three Thousand Eight Hundred Sixty Three Dollars and Zero Cents

- Fiscal Year 2014/15 Monthly Contract Price (in figures):

  $3,863 Dollars and 00 Cents

- An additional $250 shall be charged per month if the amount of Village staff increases by five.

B. Basis for Determining Prices

It is expressly understood and agreed that:

1. Except as provided for in Subsection 2C below, all prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;

2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and

4. The approximate quantities set forth in the Schedule of Prices for each IT Service are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, that payment for each IT Service shall be made only on the actual number of Hours of such IT Service completed in full compliance with this Proposal/Contract, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any IT Service to be provided or performed, is hereby waived and released.

C. Annual Price Increase

If this Contract is renewed on May 1, 2015 and every May 1 thereafter, the Monthly Contract Price may increase annually, on May 1 of each renewal, at a maximum of 3.00% upon mutual agreement between the parties.

3. Contract Time Proposal

A. Contract Term. Except as provided for in Subsections 3B and 3C below, the Contract Term shall commence on June 1, 2014 and conclude on April 30, 2015.

B. Termination. Either party may terminate this Contract without cause by delivering, in writing, notice of termination to the other party. The Contract shall terminate thirty (30) days following delivery of such notice of termination.

C. Renewal. This Contract may be renewed for additional one-year terms at the conclusion of the Contract Term by mutual agreement between the parties.

4. Financial Assurance

A. Insurance. If this Proposal/Contract is accepted, Contractor proposes, and agrees, that Contractor shall provide certificates of insurance evidencing the minimum insurance coverages and limits set forth below. Such policies shall be in form, and from companies, acceptable to Owner. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Contractor's duty to carry adequate insurance or on Contractor's liability for losses or damages under this

Proposal/Contract. If this Contract/Proposal is accepted, the Contractor proposes, and agrees, that Contractor shall provide certificates of insurance and, if specified by the Village, copies of policies evidencing that Contractor has obtained and will maintain insurance coverage and policies providing no less than the minimum insurance coverages and limits set forth in this Section 4. Such policies shall be in a form, and from companies, acceptable to the Village to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the Work until final acceptance and payment by the Village. Such policies shall name the Village as an additional insured and cancellation notice recipient, including without limitation naming the Village as an additional insured for the Contractor's Comprehensive General Liability and Comprehensive Motor Vehicle Liability coverages. Such insurance shall provide that no cancellation or non-renewal of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Village. In the event of any such cancellation or non-renewal, Contractor shall provide, with the notice thereof, evidence of replacement insurance. In the event of any change of or modification of coverage, Contractor shall notify Village within thirty (30) days after Contractor receives such notice from the Village. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Contractor's duty to carry adequate insurance or on Contractor's liability for losses or damages under this Contract/Proposal. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. Contractor shall, prior to and at all times while providing, performing, or completing work for the Village, procure, maintain, and keep in force, at Contractor's expense, all insurance necessary to protect and save harmless the Village, the Work Site, and all property located at or about the Work Site, including but not limited to the insurance coverages specified in this Section 4. Contractor shall also provide the Village with a copy of the actual additional insured endorsement demonstrating that the Village is named as an additional insured. The policy of insurance shall contain no provisions that invalidate the naming of the Village of Grayslake as additional insured. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

   Limits shall not be less than:

Worker's Compensation:	Statutory
Employer's Liability:	$500,000 each accident-injury $500,000 each employee-disease $500,000 disease-policy

   Such insurance shall evidence that coverage applies to the State of Illinois.

2. Comprehensive Motor Vehicle Liability

   Limits for vehicles owned, non-owned or rented shall not be less than:

$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Comprehensive General Liability

Limits shall not be less than:

$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Policy shall apply in excess of the limits stated in 1, 2, 3, and 4 above.

5. Professional Liability

Limits shall not be less than:

$1,000,000 each occurrence

B. Indemnification. If this Proposal/Contract is accepted, Contractor proposes, and agrees, that Contractor shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Proposal/Contract.

C. Penalties. If this Proposal/Contract is accepted, Contractor proposes, and agrees, that Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof.

5. **Firm Proposal**

All prices and other terms stated in this Proposal/Contract are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Proposal/Contract within sixty (60) days after the date this sealed Proposal/Contract is opened.

6. **Contractor's Representations and Warranties**

In order to induce Owner to accept this Proposal/Contract, Contractor hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Proposal/Contract, including, without limitation, the performance standards set forth in Subsection 1B of this Proposal/Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Proposal/Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Contractor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et. seq. (in furtherance of which, a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Proposal/Contract, has been attached as an Appendix to this Proposal/Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rates shall apply to this Proposal / Contract); any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

C. Not Barred. Contractor is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (iii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Contractor is not acting, directly or indirectly, for or on behalf of any person, group, entity or

nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Contractor is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

D. Qualified. Contractor has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Contractor to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above.

7. **Acknowledgements**

In submitting this Proposal/Contract, Contractor acknowledges and agrees that:

A. Reliance. Owner is relying on all warranties, representations, and statements made by Contractor in this Proposal/Contract.

B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Proposal/Contract is accepted, Contractor shall be bound by each and every term, condition, or provision contained in this Proposal/Contract and Contract Agreement in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to Owner in this Proposal/Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Proposal/Contract.

E. Time. Time is of the essence of this Proposal/Contract and, except where stated otherwise, references in this Proposal/Contract to days shall be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Proposal/Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Proposal/Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Proposal/Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Contractor; or of any requirement or provision of this Proposal/Contract; or of any remedy, power, or right of Owner.

G. Severability. The provisions of this Proposal/Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Proposal/Contract shall be held invalid, illegal, or unenforceable by a court of competent

jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Proposal/Contract shall be in any way affected thereby.

H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Proposal/Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

I. Assignment. Neither this Proposal/Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Contractor except upon the prior written consent of Owner.

J. Governing Law. This Proposal/Contract, and the rights of the parties under this Proposal/Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.

Dated this 19th day of May, 20 14.

Contractor's Status: (X) IL Corporation ( ) ____ Partnership ( )Individual Proprietor
(State) (State)

Contractor's Name: LeadingIT Solutions

Doing Business As (if different): LeadingIT Solutions Inc

Signature of Contractor/Authorized Agent: [signature]

(corporate seal)

Printed Name: Stephen Taylor

Title/Position: CEO

Contractor's Business Address: 42 East Street, Crystal Lake, IL 60014

Contractor's Business Telephone: 815-308-2095 Facsimile: ____

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS
Stephen		42 East Crystal Lake IL

VILLAGE OF GRAYSLAKE

CONTRACT AGREEMENT

INFORMATION TECHNOLOGY SERVICES

This Contract Agreement, made as of this 19th day of May, 2014, by and between the Village of Grayslake ("Owner"), an Illinois municipal corporation, and Leading IT ("Contractor").

WITNESSETH:

That for and in consideration of the payments and agreements mentioned in the Proposal/Contract hereto attached, to be made and performed by Owner, Contractor agrees to provide, perform, and complete all necessary work and furnish all materials and labor necessary to complete the work in accordance with the specifications hereinafter described, and in full compliance with all of the terms of the Proposal/Contract; and

It is also understood and agreed that the Special Provisions of Contract hereto attached is an essential document of this Contract Agreement and is a part hereof.

In Witness Whereof, the said parties have executed these presents on the date first written above.

[CONTRACTOR] ("Contractor")

By: _____

Title: CEO

VILLAGE OF GRAYSLAKE ("Owner")

VBK

By: _____

Title: Village Manager

VILLAGE OF GRAYSLAKE

SPECIAL PROVISIONS OF CONTRACT

INFORMATION TECHNOLOGY SERVICES

Section 1. Information Technology Services Generally

During the Contract Term pursuant to Section 3 of the Proposal/Contract, Contractor shall perform the following Information Technology Services ("IT Services") for Owner:

A. Wide Area Network (WAN) and Local Area Network (LAN) Administration

1. Manage network infrastructure including modems, firewalls, gateways, routers, switches, wireless access points, and other network appliances.

2. Manage Virtual Private Network (VPN) tunnels between facilities and mobile workstations.

3. Manage Domain Name Service (DNS) entries and Internet Protocol (IPv4) address provisioning (static and dynamic).

4. Manage application, data, transaction, and web servers.

B. Domain Administration

1. Manage three (3) local domains including global and local security policies.

2. Manage Active Directory (AD) user accounts including profiles (roaming), group membership (distribution and security), and security permissions.

C. Email Administration

1. Manage two (2) email systems (Microsoft Exchange Server 2010) including user accounts, mailboxes, and public folders.

2. Manage message storage, retrieval, and disposal in accordance with Owner's records policies and procedures.

3. Manage email security appliance including whitelist, blacklist, and quarantine settings.

D. Network Security / Disaster Recovery

1. Manage anti-virus software including engine and virus definition file (DAT) updates.

2. Manage network file system including file shares, network drives, and security permissions.

3. Manage server backup and imaging including backup media, processes, and schedules.

a. Swap backup media or transport and store off-site.

b. Perform file and/or system recovery.

E. Server / Workstation Support

1. Install, configure, and troubleshoot hardware, software, and peripherals.

2. Remove viruses, spyware, and malware.

3. Deploy servers and workstations (existing and new).

4. Deploy software upgrades.

5. Provide help desk support as described in Subsection 2D below.

F. Programming

1. Maintain, and support custom database and web applications (existing and new); interface with data tables in third-party software.

G. Vendor Interface

1. Contact service providers regarding connection issues and/or outages with internet connections, point-to-point connections, and mobile wireless connections.

2. Contact hardware and software vendors for technical support, warranty service, and license and maintenance agreement renewal.

3. Contact sales representatives to obtain quotes for hardware and software replacements and upgrades.

H. Documentation

1. Review and maintain a current network diagram and inventory of network hardware including:

a. Make
b. Model
c. Serial Number
d. Installation Date
e. Installation Cost
f. User Name(s)
g. Password(s)
h. IP Address
i. Subnet Mask
j. Default Gateway

2. Review and maintain a current listing of hardware and software licenses and maintenance agreements including end-of-life (EOL), expiration, and renewal dates.

3. Review and evaluate existing security, file system, and backup policies and procedures; recommend modifications based on best practices and/or new technology.

4. Review and evaluate existing hardware; develop a five-year replacement schedule.

5. Advise Owner on new technology.

Section 2. IT Support Generally

A. Support Requests

1. Support Requests Generally. Owner shall submit requests for IT Services ("Support Requests") on an as-needed basis.

2. Submittal. Owner shall submit Support Requests via telephone, email, or directly to on-site support personnel.

3. Response Time. Following submission of a Support Request by Owner, Contractor shall respond within the following times:

Support Level	Initial Response[1]	Support Visit[2]
Emergency	one (1) hour	two (2) hours
High	two (2) hours	four (4) hours
Medium	four (4) hours	one (1) day
Low	one (1) day	next on-site visit

[1] Initial Response: telephone call to acknowledge receipt of Support Request; diagnose support issue.

[2] Support Visit: on-site support visit or remote support session; troubleshoot and resolve support issue.

4. Prosecution. Contractor shall work to resolve Support Requests with the greatest economy, efficiency, and expedition consistent therewith. Except when necessary due to coordination with third-party vendors, Contractor shall work continuously and consecutively to resolve Support Requests without undue delay.

5. Resolution. Contractor shall notify Owner upon resolution of Support Requests.

6. Tracking. Contractor shall be responsible for tracking all Support Requests. Information maintained for each Support Request shall include, at a minimum:

a. date and time request submitted
b. description of request
c. description of work performed by support personnel with times
d. description of resolution

B. On-Site Support

1. Schedule. Contractor shall perform, at a minimum, one (1) on-site support visit each week for the first 60 days of the contract term. After 60 days, the Contractor will provide on-site support as needed. Contractor shall provide twenty-four (24) hours notice prior to rescheduling an on-site support visit.

2. Check-In. Contractor shall check-in with the Village Manager's designee upon arrival and departure.

3. Backups. Contractor shall swap backup media and ensure backup media is properly connected and recognized by the server and backup software.

4. Support. Contractor shall address any scheduled and/or outstanding Support Requests.

C. Remote Support

Contractor, in order to expedite and facilitate response to Support Requests, may utilize Remote Support Software. Remote Support Software will not be paid for separately, but shall be considered incidental to the Contract Price.

1. Provision/Maintenance/Licensing. The provision, maintenance, and licensing of Remote Support Software shall be the sole responsibility of Contractor.

2. Installation. Remote Support Software shall be installed on all servers and workstations. Installation shall be at no additional cost to Owner.

3. Remote Access. Contractor shall not remotely access any server or workstation for any other purpose than to provide IT Services under this Contract.

4. User Notification/Interaction. Contractor shall notify the user of a workstation prior to initiating a remote support session. A remote support session shall not require user interaction.

5. Removal. Contractor shall remove Remote Support Software from all servers and workstations upon termination of Contract.

6. Use. Owner shall be permitted to use Remote Support Software at no additional cost.

D. Help Desk

1. Telephone Support. Contractor shall provide a telephone number to Owner for assistance with hardware and software issues during business hours (Monday – Friday: 8:00 AM – 5:00 PM). Contractor shall provide support over the phone or initiate a remote support session.

2. Escalation. If Contractor is unable to resolve an issue over the phone or remote support session, a Support Request shall be generated.

Section 3. Projects

Pursuant to Section 1. I., any special Information Technology Services projects requested by Owner which are outside of the scope of services (Section 1. A-H) shall contain, at a minimum, the following (provided by Contractor):

1. summary of project
2. list of tasks to be performed; time per task
3. summary of hours
4. subtotal – labor
5. hardware and software specifications (if applicable)
6. subtotal – hardware and software
7. total
8. proposed schedule

Section 4. Billing

Invoices. Invoices shall be submitted monthly. Invoices shall include an itemization of all IT Services performed during the prior month including, at a minimum, the following:

1. support Request on which work was performed
2. date(s) on which work was performed
3. employee(s) that performed work
4. detailed description of work performed
5. time spent
6. cost

Section 5. General Requirements

A. Personnel. Contractor shall employ a sufficient number of adequately trained personnel to provide IT Services pursuant to Sections 1 and 2 above. Owner may exclude any employee of Contractor from performing the Work that is discourteous, negligent, or repeatedly demonstrates an inability to resolve Support Requests.

B. Project Manager. Contractor shall assign a qualified employee to serve as Project Manager, responsible for coordinating the Work. The Project Manager shall serve as a single point-of-contact for all matters related to the Contract.

C. Background Checks. All employees of Contractor working on-site must pass a fingerprint background check.

Section 6. Security

A. Confidentiality. Contractor shall be responsible for maintaining computer and network equipment that contains materials considered sensitive and confidential. Contractor's employees agree to keep information contained on computer and network equipment confidential.

B. Password Security. Contractor shall have an established policy and procedures to maintain the integrity of Owner's passwords.

Section 7. Meetings

A. Quarterly Meetings. Contractor and Owner shall meet quarterly to review Support Requests, Projects, and IT Services generally.

B. Annual Meeting. Contractor and Owner shall meet annually to review the provision of IT Services and identify technology projects for inclusion in the upcoming fiscal year's budget.

LeadingIT Solutions

(815) 308-2095
42 East Street, Crystal Lake, IL 60014

Support Agreement

LeadingIT Solutions (LEADINGIT) will provide on-site and remote technology support services to purchasers of this agreement, subject to the conditions detailed below. LEADINGIT offers no guarantees to uptime or specific fixes and makes no warranties expressed or implied regarding our ability to resolve or eliminate computer related problems. LEADINGIT will provide best efforts, using its expertise in the information technology industry, to apply the skills of its engineering staff to resolve computer related hardware, software, and networking problems as well as to consult with the Client on technology related topics.

Client		Consultant	
	Village of Grayslake 10 S. Seymour Avenue Grayslake, IL 60030		LeadingIT Solutions 42 East Street Crystal Lake, IL 60014
Name		Name	Stephen Taylor
Signature	BK	Signature	
Date	6/1/2014	Program	WorkplaceComplete
Monthly Fee	$3,863/month – see attached "Contract Price Proposal" Section 2	Staff (#)	

I. Remote monitoring, alerting, and telephone based remote support will be available 24x7x365.

II. Network, hardware, desktop & telephony support will be available Monday to Friday between the hours of 8:00am and 6:00pm CST except holidays.

III. Support agreement calls are prioritized by severity and then by the order in which each call comes in. Critical equipment outages are treated with the highest priority. LEADINGIT will attempt to return every technical call within 1 hour of receipt during normal business hours.

IV. Client must have suitable broadband connection and agrees to provide the necessary cooperation to join an engineer online to gain remote access to their systems for the purpose of providing remote monitoring, support, and troubleshooting.

V. Client agrees to provide necessary cooperation to assist LEADINGIT in providing support via phone or remote support before on-site service is requested.

VI. In order to maintain security from threats via the internet; the Client is required to have in place suitable firewall protection.

VII. **All unlicensed, illegal or "bootlegged" software will NOT be supported.**

VIII. All software upgrades, hardware replacements, upgrades or configuration changes should be performed by a LEADINGIT technician, unless otherwise agreed to in writing.

IX. Client is responsible for the cost of all components, software, consumables and related costs for repair and /or replacement of hardware not covered under warranty.

X. Disconnects and reconnects for relocations/renovations during normal business hours are included as a part of this agreement.

XI. Network cable installation, testing and toning of network cables (including labeling) is not included as part of this agreement.

XII. After hours service is available as part of this agreement and is included in the monthly price.

XIII. LEADINGIT does not support tape backup and only provides support for backup services we advise, typically online and BDR servers.

XIV. Either party can cancel this agreement at any time and for any reason by sending a certified letter to the other party with 30 days notice of the intent to cancel this agreement. Support Agreements with a past due balance will not be serviced. Prices are subject to change after 30 days prior written notice.

XV. The monthly Support Agreement is based on the number of devices and users being supported as well as additional managed services selected. A device can be a printer, desktop, workstation, server, or network component such as a switch. LEADINGIT, as part of this agreement will support all Client computers and may elect to audit and adjust the monthly fee to reflect the number of devices connected to the Client's network.

1. TERM This agreement shall begin as of the effective date and will continue until April 30th, 2015. See attached "Contract Time Proposal".

2. PAYMENT TERMS The level of service that you have purchased applies to service labor for service calls and is redeemable only for service labor and not for cash. Verbal or written requests to perform service per this agreement will require the Client to pay the price per hour of service or as agreed upon in the Support Agreement.

All invoices are due and payable within sixty (60) days from the date of the invoice. (Prompt Payment Act) All invoices not disputed by Client prior to the Payment Deadline are conclusively presumed to be accepted by Client. If Client fails to pay an invoice in full by the Payment Deadline, LEADINGIT reserves the rights to suspend service until full payment is received and/or assess and collect late-payment charges at a rate of 1.5% per month on all unpaid amounts.

In the event that parts, materials, hardware, software, cables or supplies are needed, then a non-refundable full payment is required to place the order. Both signatures below will approve the commencement of the services described above. If collection proceedings are initiated by LEADINGIT to collect delinquent amounts, LEADINGIT will be entitled to interest on the outstanding balance plus reasonable attorney's fees required to collect the outstanding amounts. If invoices are not paid within the agreed to terms the hourly rate for all unpaid work performed will be re-billed at the regular hourly rate of $150/hour and you authorize LEADINGIT to initiate debit entries to your checking account. This authority is to remain in full force and effect until LEADINGIT has received written notification from you of its termination in such time and in such manner as to afford LEADINGIT a reasonable opportunity to act on it. If the bank for any reason returns any form of payment, LEADINGIT will be entitled to bill a $50 fee.

3. RETURN OF MERCHANDISE

A. It is necessary to call our Service Desk (815) 308-2095 for approval prior to the return of any product. RMA issuance is dependent upon each manufacturers return policy. Our Client service staff will provide you with a Return Merchandise Authorization number.

B. No Return will be accepted without an approved Return authorization (RMA) number. All requests for any return must be called in within thirty (30) days of the invoice date. Any opened items are subject to a restocking charge up to the total cost of the product. Any custom or special order, including but not limited to PC and ROUTER configuration and discontinued merchandise, CANNOT BE RETURNED. All defective products unless otherwise stated will be returned directly to the manufacturer per manufacturer's warranty policy.

4. WARRANTY

A. Except as expressly stated in this agreement, LEADINGIT does not make, and hereby disclaims any and all expressed or implied warranties, including, but not limited to, warranties or merchantability, fitness for a particular purpose, non-infringement and title, and any warranties arising from a course of dealing, usage or trade practice.

B. Product warranties, if any, are provided by the manufacturer or publisher of the products. LEADINGIT makes no warranties, whatsoever.

C. LEADINGIT hereby warrants that any products or materials to be installed by LEADINGIT technicians shall be provided and/or installed in a workmanlike manner, consistent with generally prevailing industry standards for comparable services, and in compliance with the requirements of this agreement.

5. LIMITATION OF LIABILITY LEADINGIT disclaims all warranties, expressed or implied, including without limitations implied warranties of merchantability and fitness for particular purpose. Some states do not allow limitations on implied warranties, so this limitation may not apply to you. LEADINGIT does not accept liability beyond the remedies set forth in the agreement or liability for incidental or consequential damages, including without limitation any liability for products not being available for use of for lost data or software. In no event shall LEADINGIT be liable to Client, any employee, agent or seller of Client, or any third party, for any loss of profits, loss of business or indirect, incidental , special, consequential, exemplary or punitive damages arising out of or related to this agreement even if LEADINGIT has been advised of the possibility thereof. LEADINGIT's liability to Client hereunder shall in no event exceed the total amount paid by Client to LEADINGIT for services during the preceding three (3) months.

Initials: UBK NJC

6. CONFIDENTIALITY
Each party shall treat ALL information received or is granted access to during any work performed under this Agreement from the other party as confidential information. (Confidential Information") Confidential Information shall be treated as a trade secret and held strictly confidential. LEADINGIT designates all software, business practices, methodologies, and documentation, and other intellectual works as confidential. Both parties shall: (i) restrict disclosure of Confidential information to its employees and agents solely on a "need to know" basis; (ii) advise it's employees and agents of their confidentiality obligations; (iii) use commercially reasonable means to comply with the confidentiality obligations of this Agreement; and (iv) notify the other of any unauthorized possession use of that party's Confidential Information as soon as possible upon receiving notice of same.

Notwithstanding the foregoing, neither party shall be obligated to preserve the confidentiality of any information which was: (i) was previously known; (ii) is a matter of public knowledge; (iii) was or is independently developed; (iv) is released for disclosure with written consent or (v) is received from a third party to whom the information was disclosed without restriction. Disclosure of information shall not be precluded if the disclosure is: (i) required by law; or (ii) is in response to a valid order of a U.S. court or other governmental body, provided the receiving party gives written notice to the providing party and makes a reasonable effort to obtain a protective order requiring the information disclosed be used only for the purpose set forth in the original order.

7. COPYRIGHTS LEADINGIT will retain One Hundred Percent of the copyrights to any plan, software, or software modifications developed by LEADINGIT and all modules derived from or for the above system. LEADINGIT retains the right to use the plan, software developed, or any routines contained therein for future development or resale. Software developed by LEADINGIT may not be distributed or sold in any form or manner without the express written consent of LEADINGIT. Client does retain rights exclusively for internal use or modifications to any plan, software, or software modifications developed.

8. NON-SOLICITATION PROVISIONS/SERVICES To protect our investment in employees, we will charge you for 2,000 hours of our current regular billing rate for service time should you hire our employee prior to the employee having terminated their work with LEADINGIT for one year. Please be advised that each LEADINGIT employee has signed an agreement, prohibiting them from entering into any employment relationship with any LEADINGIT Client within the above time parameters. The aforementioned liquidation damage provision in no way limits LEADINGIT's additional right to seek injunctive or any other equitable remedies respecting such breach or continuing breach. In addition, LEADINGIT agrees it will not solicit, hire or retain in any capacity whatsoever, either directly or indirectly any of Clients employees without written consent from Client.

9. NO ORAL MODIFICATION No modification, amendment or waiver of any of the provisions of these terms and conditions shall be effective unless made in writing specifically referring to these terms and conditions and duly signed by each party hereto. By signing this Agreement, both parties agree that they have read and that they understand all terms and conditions of this Agreement. The parties agree that this Agreement shall not be construed in favor or against any party hereto, but shall be construed as if all parties hereto participated in its drafting and is intended to be binding upon the heirs, personal representatives and assigns of each party hereto. The parties agree that any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled by the laws of the State of Illinois and the parties hereto shall submit to the jurisdiction of the Illinois Courts, with the parties agreeing to the venue being McHenry County. This document contains the entire Agreement of the parties and may not be altered or amended except by a written document signed by both parties. If any part and /or section of this Agreement are illegal, invalid or unenforceable according to Illinois law, ALL remaining parts and/or sections of this agreement are valid. These terms and conditions are subject to change without prior written notice at any time, at LEADINGIT's sole discretion.

10. LOANED EQUIPMENT
Client agrees that as part of this agreement LEADINGIT "loans" Client necessary equipment, hardware and software including but not limited to anti-virus software licenses, firewall units, firewall analyzer units, and BDR units. Any / all of this equipment utilized by LEADINGIT, in the execution of this service shall remain the property of the Solution Provider, and must be returned immediately if requested. Client further agrees to cease the use of any technology that remains the property of the Solution Provider upon termination of this agreement. If any of this loaned equipment is stolen, damaged or destroyed, or not returned on the termination of this contract the Client must pay current replacement cost value, due within 60 days.

Initials: UBK MJC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/19/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cummings Insurance Associates 800 W. 5th Ave., Ste. 205 A Naperville, IL 60563	CONTACT NAME: Deanna Pabich-Cooper PHONE (A/C, No, Ext): (331) 457-5752 FAX (A/C, No): (866) 413-2909 E-MAIL ADDRESS: deanna@CummingsInsurance.com
INSURED LeadingIT Solutions 42 East St. Crystal Lake, IL 60014	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : The Hartford Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			83 SBA JZ5092	6/9/2013	6/9/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Hired/Non-owned	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		83WECBL5917	5/12/2014	5/12/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $500,000 $500,000 $500,000
A	**Professional Liability**			83 SBA JZ5092	6/9/2013	6/9/2014	$1,000,000 each "glitch" $1,000,000 aggregate limit Retention: $5,000 each "glitch"	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Computer and Network Support

CERTIFICATE HOLDER

Additonal Insured:
Village of Grayslake
10 S. Seymour Avenue
Grayslake, IL 60030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

William B. Cummings

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LeadingIT Solutions

(815) 308-2095
42 East Street, Crystal Lake, IL 60014

Payment Agreement

I authorize LeadingIT to initiate debit entries to my (our) Checking account indicated above and the depository institution listed above, or to the credit card if the ACH is declined. I further authorize LeadingIT to initiate any correcting (credit) entry. I understand that the authorization may be rejected or discontinued by LeadingIT at any time. If any of the above information changes, I will promptly complete a new authorization agreement. This authority is to remain in full force and effect until LeadingIT has received written notification from me (us) of its termination.

Check One ___ Start ____Stop ____ Change

Draft Date ___ 1st ____ 15th

Company

FEIN

ACH

Bank

Routing #

Account #

CREDIT CARD

Card #

Exp Date

Card ___ VISA ____MasterCard

CV Code

Cardholder

Address

City, ST ZIP

Name

Date

Signature

Jennifer Hess

From: Stephen Taylor [stephen@GoLeadingIT.com]
Sent: Monday, January 26, 2015 11:45 AM
To: Chris Sparkman
Subject: RE: Village of Grayslake Support

Awesome Chris – Thank you!
I'll share the feedback with them team.

Stephen Taylor | Technology Consultant and CEO
LeadingIT | *NEXT Generation Technology Support*
(815) 308-2095
http://GoLeadingIT.com

From: Chris Sparkman [mailto:CSparkman@villageofgrayslake.com]
Sent: Monday, January 26, 2015 11:43 AM
To: Stephen Taylor
Subject: Village of Grayslake Support

Hi Stephen,

I can't believe it's already been close to 9 months since we began working together. I'd like to first say how impressed we have been with the professional support and assistance we have received from LeadingIT. While the entire LeadingIT staff we have worked with has been great, I'd like to specifically call out Jason and Dave for their help on a wide variety of topics. One example was the recent New World upgrade- these typically caused a lot of issues with prior vendors and you guys did a fantastic job with this!

With that being said, we are approaching the beginning of our 15/16 fiscal year on May 1. The Village of Grayslake would like to continue working with LeadingIT Solutions as our IT consultants and helpdesk support for the next fiscal year. As per our agreement, our monthly fee will increase by 3%. Our current fee is $3,863 per month which will increase to $3,979 effective May 1, 2015. If you have any questions or comments please let me know. Thanks again!

Chris Sparkman | **Village of Grayslake**
Senior Management Analyst
10 South Seymour Avenue | Grayslake, IL 60030
Phone 847.223.8515 | Fax 847.223.4821
csparkman@villageofgrayslake.com | www.villageofgrayslake.com