



Village of Roselle **REQUEST FOR PROPOSAL**

INFORMATION TECHNOLOGY MANAGED SUPPORT SERVICES

The Village of Roselle, Illinois is accepting sealed proposals for information technology (IT) managed support services for the operations, management and maintenance of the Village's computer network (hardware, software and connectivity), data and specified systems.

Proposals will be submitted in sealed envelopes and must be addressed to and received at:

Brian Joanis
Assistant Village Administrator
31 S. Prospect Street
Roselle, IL 60172

If sending by US Mail, the Village requires that one (1) paper copy and one (1) electronic .PDF format of complete proposals shall be sealed and placed in an envelope and are to be clearly marked "Proposal for Information Technology Managed Support Services–Roselle, Illinois." Proposals should be received no later than **4:00 pm on Friday, March 10th 2023.**

If sending via email, **please send one complete proposal via US Mail**, sealed and placed in an envelope and are to be clearly marked "Proposal for Information Technology Managed Support Services–Roselle, Illinois" to the contact and address listed above and one complete proposal, similarly marked via email in .PDF format to bjoanis@roselle.il.us

Any proposal received after the stated closing time of 4:00 PM local time will be returned unopened. If proposals are sent by mail or other carrier (UPS, FedEx, etc.) to the Administrator's Office, the vendor shall be responsible for actual delivery of the proposal to the Administrator's Office before the stated closing time. If mail or carrier service is delayed beyond the date and hour set for the closing time, proposals thus delayed will not be considered and will be returned unopened.

The Village of Roselle reserves the right to reject any and all proposals; waive formalities, technical requirements and/or deficiencies and irregularities; or solicit new proposals and to accept the proposal deemed by the Village Board to be the most favorable to the interests of the Village.

VILLAGE OF ROSELLE

INFORMATION TECHNOLOGY MANAGED SUPPORT SERVICES

1. STATEMENT OF WORK

- A. In submitting this proposal, the vendor declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with another person, firm, or corporation.
- B. The vendor further declares that he or she has carefully examined the proposal document; and waives all right to plead any misunderstanding regarding the same.
- C. The vendor further understands and agrees that if this proposal is accepted, they are to furnish and provide all labor, materials, tools and equipment necessary to fulfill the scope of work set forth.

2. VILLAGE CONTACT PERSON

Vendors are specifically instructed not to contact any elected officials or government employees for meetings, conferences or discussions related to this proposal. To ensure a fair and objective evaluation of all proposals, all communications with the Village regarding this proposal are to be directed to:

Brian Joanis
Assistant Village Administrator
31 S. Prospect Street
Roselle, IL 60172
630-671-2819 – phone
630-980-8558 – fax
bjoaanis@Roselle.IL.US

3. RESPONSE INSTRUCTIONS

The submitted proposal must follow the rules and format established within this Request for Proposals (RFP). Adherence to these rules will ensure a fair and objective analysis of all proposals. Failure to complete any portion of this request may result in rejection of a proposal.

4. SUMMARY

The Village of Roselle seeks the assistance of a consulting company to provide a full range of information technology managed support services for the Village’s physical computer networks, desktop and laptop computers, cyber-security, operating systems, applications and data. The nature of the services will be ongoing support and coordination of this system to ensure proper implementation of new technologies, general management and operations, and maintenance/troubleshooting of the systems to prepare for future needs and to prevent technical difficulties or system down time. It is the general intent of the Village that the consulting company will become the Village’s adjunct information technology staff, performing routine maintenance and

updates to the system, deploying equipment and software, as well as providing a needed resource for both end users of the system and management staff to ensure system integrity, reliability and security.

5. GENERAL OVERVIEW

The Village is a full-service organization consisting of approximately 115 full-time and 25 part-time employees. Administration, Finance and Community Development operate out of Village Hall, located at 31 S. Prospect St. The Police Department operates out of the police station at 103 S. Prospect and the Fire Department's station is located at 100 E. Maple. Village Hall, Police and Fire are located in the same municipal complex. The IT office is located at the Police Department. The Public Works Department operates at 474 Congress Circle with the exception of the Wastewater Division, which is located at two wastewater plants. The Village will obtain ownership of a five-story parking garage as part of a transit orientated development north of the Roselle Metra station off Irving Park Rd. Construction and ownership of the garage is expected to be completed in late 2023. The Village is currently provided with an average of 80 hours of on-site support split between one full-time Network Engineer and one full-time Help Desk Ticket Agent. All day-to-day support is to be accomplished between 7:00am – 6:00pm. The general 80 hours of onsite work are between 8:30am – 5:00pm Monday through Friday, and on Saturday from 10am – 2:00pm, with emergency support available 24/7/365 from the dedicated Network Engineer at no cost to the Village. Additional support services are also available to the Village for special short-term projects that fall outside the general scope of services which are billed separately on an hourly rate basis.

6. CURRENT TECHNOLOGY CONDITIONS

The Village operates on a Microsoft Windows platform. The Village operates both wired and wireless networks. The majority of the Village's servers and other critical network equipment are located at the Police Station in a secure area that is accessible 24/7/365. The Village also operates video monitoring of some public buildings. The following is a listing of the Village's hardware and system software:

- Number of Desktops - 65
- Number of Laptops – 80
- Village owned mobile devices (cell phones, tablets) - 12
- Police and Fire Departments vehicles – Included in the laptop count - a mixture of Panasonic CF-33 tablets (PD squad cars), Getac A140 and Getac K120 tablets (Fire Vehicles) - the Police Department is moving to Getac A140 devices in Spring 2023
- Number and types of printers – 9 Canon multi-function printers, a mixture of C5550, C356, C3525. 22 - other printers include HP LaserJet and Zebra ZQ500 ticket printers, Epson receipt printers at the counters and one Alphacard ID Card Printer
- Number of physical servers – 4 (3 hosts, one domain controller)
- Virtual Servers/Software – 24, all Hyper-V
- Server location – Basement of the Police Department Building, 31 S Prospect Street

- Spam filter – Exchange Online Protection
- Antivirus – Sophos
- AV software used – Vaddio HD cameras and various digital audio equipment located in the Council Chambers at Village Hall
- Firewall(s) – 5 Fortigate, mixture of 100E and 60E

The vendor is expected to provide general maintenance and support for the following additional Village software and hardware. Enterprise software used Village-wide includes an Enterprise Resource Planning (ERP) software package from Tyler Technologies - Munis for financials, utility billing, budgeting, ticketing, adjudication, payroll and permitting applications. The Village has a support contract with Tyler for the software applications. The contractor will act as a liaison between the Village and Tyler. Public Safety uses AVIGILON for camera monitoring systems, AXON for body worn and in car squad cameras, AVRS for crash reporting, LEADS and Open Fox Messenger for evidence software and CAB/I-CLEAR for IL State booking systems. Public Safety also uses a Computer-Aided- Dispatch/Police Records Management System (CAD/RMS) managed by Du-Comm, a consolidated dispatch entity partnership for police records management and other mobile data applications. Application specific software includes: ESRI for Geographical Information Systems (GIS) managed by the Village's GIS consultant Municipal Geographic Partners (MGP) and Microsoft Office 365 for email, calendars and collaboration.

7. **PRE-PROPOSAL CONFERENCE**

An in-person pre-proposal conference is not mandatory for submittal, but will be held at **10:00 a.m. on Friday, February 24th, 2023** in the Council Chambers on the 2nd floor of Village Hall, 31 S. Prospect Street, Roselle, Illinois. An RSVP to the pre-proposal conference and all questions regarding the proposal should be submitted to the Village contact by **4:00 p.m. on Monday, February 20th, 2023**, in order to allow the Village sufficient time to adequately research and prepare a response for the conference. All replies and/or addenda will be circulated to all potential vendors who attend this meeting. If a potential vendor is interested in receiving the responses, but is unable to attend the meeting, they must contact the Village representative for a copy. Inquiries received after the proposal meeting will not be given consideration.

8. **SCOPE OF SERVICES REQUIRED**

Strong emphasis will be placed on the vendor's ability to provide excellent technical skills, a strong customer service focus, excellent help desk staffing skills and methodologies and customer service-oriented deployment. The following details the services to be provided to Village in the areas of information technology.

A. Network Administration Services – Scope of activity includes all Village network equipment including switches, routers, wireless access points, firewalls, and cabling infrastructure. Primary installation and maintenance of all network equipment. Primary maintenance including regular analysis, routine configuration changes, and installation of patches and upgrades. Alert notifications to designated Village personnel in the event of failure. Manage and store network configuration information. Baseline performance analysis and utilization reports. Maintaining

- WAN and LAN networks. Maintain documentation, including policies and procedures.
- B. Mobile Device Administration** – Maintain all Village-owned mobile devices. Ensure mobile operating environment is current and functioning properly for all devices. Maintain syncing of data across hardware platforms.
 - C. Voice over Internet Protocol (VoIP)/Telephone Administration Services** – Scope of activity includes providing support and maintenance for VoIP components including servers, switches and gateways and completing voicemail backups.
 - D. Server Administration Services** – Managing computer systems and networks to include complex applications, database management, messaging, web and other servers and associated hardware, software, communications, operating systems necessary for the quality, security, performance, availability, recoverability, and reliability of the system. Ensure scheduled preventive maintenance for equipment is properly and promptly performed; maintain the maintenance records on the equipment; develop operations, administrative, and quality assurance back-up plans and procedural documentation. Setup new users and edit or remove existing users on server. Server performance and capacity management services. Configuration management, including changes, upgrades, patches, etc. Support of Tyler Technologies/Munis for financials, utility billing, human resources, budgeting, ticketing, adjudication, and permitting applications and other specialized software products as it relates to the server(s) and associated hardware. Administer and maintain web servers. Management of user logins and security. Coordinate repair and maintenance work with contracted repair vendors and ensure repairs are conducted in a timely fashion. Monitor server performance and capacity management services. Notify designated Village personnel in the event of failure and provide 24x7 on-call support.
 - E. Desktop Administration Services** – Perform basic support functions including configuring and installing desktop computers, laptops, mobile phones, printers, and peripherals; diagnosing and correcting desktop application problems, configuring desktops and laptops for appropriate applications and identifying and correcting end user hardware problems, and performing advanced troubleshooting. Maintain an up-to-date inventory of all Village computer related hardware and make available to Village personnel upon request. Assist designated Village personnel with software and hardware purchases and the annual budget process. Assist in development of information technology policies and procedures. Create and maintain system images for deployment.
 - F. Security** – Maintenance of all anti-virus applications on Village servers, email and all other mobile devices, desktop and laptop computers. Perform security scans and audits as requested and notify Village personnel immediately of suspected breaches of security or intrusion detection. Configure Village system to enable remote access in a secure environment and provide remote access administration as requested by designated Village personnel. Manage the Village's cyber security training program for all Village users. Participate in the research, drafting and development of IT security related policies.

- G. Secure Internet** – Maintenance of secure internet services including any software and hardware including all network customer premise equipment, firewalls and routers. All traffic will be filtered for harmful content including viruses and spyware.
- H. Internet Content Filtering & Reporting** – Maintenance of internet content filtering, application blocking, and malware protection solutions.
- I. Anti-Virus/Anti-Spyware Software** – Maintenance of anti-virus and anti-spyware software for all servers, desktops and laptops and mobile devices.
- J. Spam Filter & Firewalls** – Maintenance of anti-spam, and anti-virus solutions for the Village’s email servers. Configuration, maintenance and monitoring of all Village firewalls.
- K. Backup & Disaster Recovery** – Maintenance and testing of all local disk-based and virtual backup and disaster recovery systems. Provide data backup and restore services including the conduction of backup testing to ensure integrity of systems and data.
- L. Asset Tracking & Reporting** – Maintain an inventory of all hardware, software, and supporting documentation supporting the Village’s networks. Upon request, will provide reports detailing location, serial numbers, warranty status, renewal dates, and other key information critical to the budgeting and asset-management processes.
- M. Reporting** – Effectively monitor the status of the proposed services. Status reports will be prepared and meetings with the Village will be held to review work performed, network availability, help desk ticket summary, security issues and concerns and planning. In addition, review meetings will be held to discuss service delivery and planning to ensure the IT needs of the Village are being met. Status reports will be no more frequent than bi-weekly with the Assistant Village Administrator. Annual reviews will be facilitated by both parties to measure quality of work and completion of IT projects and goals.
- N. Strategic Planning** – Engineering, planning, and design services for system enhancements, including installations and upgrades of new or existing systems. Examples include major server upgrades, storage system upgrades, design of backup systems, etc. Provide technical leadership for server technology issues. Make recommendations for future purchasing and technology needs. Install new servers, software and hardware and transfer data when acquired. Strategic planning, design, and installation/upgrade of core network systems.
- O. Other Professional Services** – At the request of the Village provide additional resources outside the general scope of services for specialized non-project based short-term tasks that are to be billed separately.
- P. Personnel** – Provide fully qualified personnel that can perform the required work under the agreement resulting from this RFP. Minimum expectation of providing personnel for an average of 80 hours of on-site support per week stationed at the Police Department IT office. Currently, the Village’s contractor supplies one

Network Engineer (40 hours) and one Help Desk Agent (40 hours). The Village would like to change the staffing model to include two Network Engineers (40 hours each x 2 = 80 hours). The Network Engineers will be expected to manage help desk tickets in conjunction with the overall management of the Village's network and systems and advance completion of strategic IT projects related to the Village's security, systems, infrastructure, and training. Individuals shall be trained on the latest versions and releases of any product required to perform their services before they perform work for the Village. The Network Engineers shall be onsite and available during normal business hours: Monday – Friday, 8:30 AM to 5:00 PM and also arrange the total 80 weekly hours to allocate one Network Engineer to be onsite Saturday, 10:00 AM to 2:00 PM. Vendor guarantees no more than a 2-hour response time for instances that may occur outside of the normal business hours for emergency purposes that may require onsite or remote support. Vendor will be required to provide 24/7/365 on call technical support in cases of emergencies.

Q. Other Duties - Provides assistance and support with technological projects as directed by the Assistant Village Manager.

R. Confidentiality - The contractor will have access to sensitive or restricted information and materials. The contractor to whom an agreement is awarded shall have proposed technicians and supervisors undergo a criminal and employment background check (at its sole expense) before those employees are allowed access to Village facilities or information technology systems. The Village reserves the right to perform additional employment screenings prior to access to Village facilities or information technology systems.

9. CONTRACTS

In submitting proposals, vendors must indicate that they are prepared to complete a contract containing all the information submitted in their proposals.

The selected vendor shall enter into a written contract, which shall be subject to the approval of the Corporate Authorities of the Village. Subject to the approval of the Corporate Authorities these documents will allow for an initial contract term of five (5) years beginning July 1, 2023 and terminating on June 30, 2028 with the provision for future annual extensions as agreed to by both parties. Final acceptance of a proposal shall only be complete upon the Corporate Authorities acceptance of a written lease/contract executed by the Vendor.

10. TRANSITION

To prevent disruption and ensure the continuity of Village's information technology operations, a transition period shall be allowed to orient the incoming vendor. This involves transferring custody of relevant materials (e.g., system passwords, hard disk keys, etc.) from the incumbent vendor to incoming vendor.

The transition period requires the incoming vendor to coordinate with the incumbent vendor with the Village's consent, to gain familiarity of operational and maintenance

requirements of the Village's systems. The incoming provider must absorb all costs associated with this transition.

11. **FORMAT AND SUBMISSION REQUIREMENTS**

The vendor shall be familiar with the area in which the services are to be provided. The vendor shall submit the following minimum information in their proposal.

- A. **Cover Letter** – The letter should contain the name of the proposing company, the address of the proposing office, and contact persons authorized to answer questions, telephone number, email address, and mailing address. A partner authorized to bind the company to its proposal and cost schedule must sign the cover letter.
- B. **Executive Summary** – The summary should give in brief concise terms a summation of your proposal and your commitment to provide the services as specified. Identify the points that make your company uniquely qualified for these services. Provide indication that the proposal and cost schedule are valid and binding for at least 90 days following proposal due date.
- C. **Table of Contents** – Include a clear identification of the material by section and by page number.
- D. **Qualification, Approach and Methodology** – Include details on fulfilling the scope of work described in this RFP document to include details on how your company will provide the services listed and provide history of experience on providing similar services. The proposal shall also include a minimum number of weekly hours that is recommended to meet the scope of work. Also describe company's approach to provide these services and your methodology for providing on-going support.
- E. **Profile of the Company** – State whether your company is local, national or international and indicate the years of information technology experience the company possess. Also include the following:
 - 1. Size and location of company and size and location of local office where staff assigned to this account report to.
 - 2. Number and nature of the professional staff to be assigned to this project on both a full-time and part-time basis. Identify the supervisory and management staff who will be providing service under this contract. Indicate the qualifications and experience of each individual that will be providing service under this agreement (resumes can be attached to proposal).
 - 3. Number and nature of the professional staff available for onsite support during cases of extreme emergencies (flood, tornado, total system failure, etc.)

4. Relevant experience with other municipalities/units of local government which addresses the scope of work within the proposal.
 5. Include copies of any college degrees, licenses, certificates, registrations, permits, etc. that your company and/or staff assigned to this contract possesses – Company must be licensed and/or registered in the State of Illinois – Also include proof of insurance in this section.
 6. Include any additional information beyond the scope of this RFP that might be of interest to the Village.
- F. **Cost of Services** – The proposal shall include pricing information based on a five-year agreement, July 1, 2023 – June 30, 2028. Information to include, but not limited to, is the following: pricing that is inclusive of all travel costs or other fees based on a minimum average of 80 hours of on-site work per week and pricing for work outside the general scope of administrative services. Also, vendors are encouraged to submit additional pricing options that are appropriate for this proposal (for example, flat monthly rate, all-inclusive, not to exceed annual cost or managed services). Alternative pricing options will be considered as long as the options are adequately explained.
- G. **References** – The proposal shall include a listing of at least four current clients (local government references are strongly encouraged). The Village reserves the right to contact clients for reference checks.
- H. **Statement of Material Litigation** – Provide a statement on whether or not the company is currently involved with any litigation material to providing IT services, arbitration, or bankruptcy proceedings, or has been within the past three years directly or indirectly.

12. **SELECTION PROCESS – BEST VALUE**

The Village will utilize an Evaluation Committee, which will review each proposal. The Committee will select a recommended company based on the following:

Experience and Expertise

- Previous related work experience and qualifications of personnel assigned.
- Demonstrates a clear knowledge of information technology and operations.
- Demonstrates a clear understanding of scope of work and other technical issues to this proposal.

References

- History and performance of company on similar accounts.
- References and recommendations of previous clients.

Overall Methodology

- Overall approach to providing IT services
- Additional services, innovative methods, cost-saving measures, products, etc. will be considered for their usefulness or potential future contribution.

Resources

- Availability of essential personnel based on current workload and future commitments including how many hours each person will be committed to the account.
- Adequacy of amount and quality of resources.

Cost

- Costing including the most cost-effective model to carry out the required scope of work.

Evaluation of the proposals is expected to be completed by the Village within 30-45 days after receipt. At the discretion of the Village, interviews may be arranged with the top companies to assist in making the final selection. As part of the evaluation, the Village may also request clarification to individual proposals and receive responses from the respective vendors. Clarification may be obtained, at the Village's discretion, from one or more proposals. Vendors may be required by the Village to respond in person to questions arising from their proposals. Final selection of the vendor is subject to approval by the Corporate Authorities of the Village. It is the Village's intention to select one company to perform all services.

13. BID BOND

Each proposal must be accompanied by a Certified or Cashier's check made payable to the Village of Roselle in the amount of \$5,000, as a guarantee that the vendor, if the vendor's proposal is accepted, will promptly execute the contract and make arrangements to provide on-site information technology support services.

Failure to execute the contract within thirty (30) days of approval by the Village Board of Trustees and failure to make arrangements to implement information technology support services shall be grounds to cause the bid bond to be forfeited to the Village.

14. RELEASE OF BID BONDS

Within a reasonable time after the proposals are opened, bid bonds of all except the three highest responsible vendors will be released. The remaining bid bonds will be released after the successful vendor has furnished evidence of the insurance required by the proposal documents and signed a contract.

15. PRE-START MEETING

It is mandatory that the successful vendor meet with the Village Administrator or his/her designee(s) at least fourteen (14) days prior to the agreement start date in order to review the agreement specifications, designate the appropriate project contacts, and the manner in which work will be proceeding, among other items. Such a meeting may include a walk-through of facilities to familiarize the company with the information technology environment.

16. SUBLETTING AGREEMENT

It is mutually understood and agreed that the successful vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this agreement or his right, title, or

interest therein, or his power to execute such agreement, to any other person, firm, or corporation, without the previous written consent from the Village Administrator or his designee; but in no case shall consent relieve the successful vendor from his obligations or change the terms of the agreement.

17. DEFAULT

The agreement may be cancelled or annulled by either party with at least 60-days advance notice. However, the Village may cancel or annul the agreement with 30-days notice based on nonperformance or violation of agreement terms of the successful vendor to deliver services within the time stipulated, unless extended in writing by the Village Administrator or his designee.

18. BILLING & PAYMENT

Billing shall be submitted by the successful vendor no more frequently than on a bi-weekly basis. Payment will be made by the Village thirty days or sooner after receipt of statement when all work has been completed in a satisfactory manner and the conditions herein have been met.

19. COMPLIANCE WITH LAWS

Successful vendor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety and Health Act, Illinois Department of Labor, Department of Transportation, Worker's Compensation Law, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.

20. INSURANCE

A. Successful vendor shall procure and maintain, for the duration of the Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the successful vendor, his agents, representatives, employees or subcontractor. Insurance is to be placed with insurers licensed to do business in the State of Illinois. The successful vendor shall be responsible for payment of all policy deductibles. Successful vendor shall maintain limits no less than the following:

- i. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- ii. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.

- iii. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - iv. Cyber Liability: \$1,000,000 per occurrence and breach response services of not less than \$250,000.
 - v. An Umbrella Insurance Policy in an amount not less than \$1,000,000 per occurrence.
- B. The successful vendor shall cause the Village, its officials, agents, employees and volunteers to be covered as additional insureds as respects to: liability arising out of the successful vendor's work, including activities performed by or on behalf of the successful vendor; products and completed operations of the successful vendor; premises owned, leased or used by the successful vendor; or automobiles owned, leased, hired or borrowed by the successful vendor. The coverage shall contain no special limitations on the scope of protection afforded to the member, its officials, agents, employees and volunteers.
- C. The successful vendor's insurance coverage shall be primary as respects to the Village, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of successful vendor's insurance and shall not contribute with it.
- D. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
- E. Successful vendor shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insured, and with original endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- F. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village.
- G. The successful vendor shall assume liability for all injury to or death of any person or persons including employees of the vendor, any sub-contractor, any supplier or any other person and assumes liability for all bodily injury and property damage sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.
- H. In the event of accidents of any kind, which involve the general public, and/or private or public property, the vendor shall immediately notify the Village Administrator's Office and shall provide a full accounting of all details of the accident. The vendor shall furnish the Village with copies of all reports of such

accidents at the same time that the reports are forwarded to any other interested parties.

21. REMOVAL OF PERSONNEL

The Village, in its sole discretion, shall have the right to instruct the vendor to remove any on-site personnel from their Roselle assignment if the current personnel are deemed unacceptable.

22. INDEPENDENT CONTRACTOR

Successful vendor acknowledges that it is an independent contractor and that none of its employees, agents, or assigns are employees or agents of the Village. Successful vendor shall make all unemployment, social security, and other payroll taxes required by law or union contract.

23. INDEMNITY/HOLD HARMLESS

To the fullest extent permitted by law, the successful vendor hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this Agreement by the successful vendor, its employees, or subcontractor, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village, its agents or employees, the successful vendor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officials, agents and employees, in any such action, the successful vendor shall, at its own expense, satisfy and discharge the same.

Successful vendor expressly understands and agrees that any insurance policies required by this Agreement, or otherwise provided by the successful vendor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents, and employees as herein provided.

25. SECURITY

The vendor will have access to sensitive or restricted information or materials. The vendor to whom an agreement is awarded shall conduct a criminal background check on all personnel before those employees are allowed access to Village facilities or information technology systems. Results from the criminal background checks shall be provided to the Village Administrator or his designee.

The Village reserves the right to disallow any employee from performing services for the Village. The Village also reserves the right to disallow any employee from performing services if the employee has been convicted of a felony or any type of misdemeanor involving, but not limited to, money, fraud, or deceit. The vendor to whom an agreement is awarded shall submit a list of the names of all personnel that will be providing services to the Village. Changes in the employment list shall be reported to the Village Administrator or his designee within seven (7) days.