



REQUEST FOR PROPOSAL

Maine Township
1700 Ballard Road
Park Ridge, IL 60068
847-297-2510
mainetown.com

SECURITY AND ACCESS CONTROL SYSTEM

By Order Of:
Karen J. Dimond
Maine Township Supervisor

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SECURITY AND ACCESS CONTROL SYSTEM MAINE TOWNSHIP

Section 1 General Information

About Maine Township

Maine Township is proud to serve residents in parts of Des Plaines, Park Ridge, Niles, Glenview, Morton Grove and Rosemont. We aim to improve the quality of life for everyone in the township by offering services and events with the needs of our residents in mind. To learn more about Maine Township, visit www.mainetown.com.

General Information

Maine Township is currently seeking proposals from qualified vendors ("Companies") for a Security and Access Control System, with Burglar and Alarm Monitoring and an Access Control system, including installation, equipment, software, monitoring, and support. The Township will be considering proposals for Part 1 of the project, which is a replacement of current systems, and Part 2, which are optional enhancements to support facility security.

As a result of responses to this request, Township plans to review submissions and may conduct interviews with selected Companies it determines can best meet the requirements outlined herein. Negotiations will be held on both the scope of services and the cost to select the Company that Township believes can best satisfy its requirements at rates it perceives are reasonable for the services provided. The Township reserves the right to select, negotiate and subsequently award, the proposed service which best meets the required needs, quality levels and budget constraints. The award may be in part or whole.

There is no expressed or implied obligation for Township to reimburse responding Companies for any expenses incurred in preparing proposals in response to this request. During the evaluation process, Township reserves the right to request additional information or clarification from Company, or to allow corrections of errors or omissions. At the discretion of Township, Companies submitting proposals may be requested to make oral presentations or demonstrations as part of the evaluation process.

Company providing a service or installing equipment on or about Township property shall provide to the Township Supervisor evidence of Comprehensive, Liability, and Workman's Compensation insurance prior to commencement of work on Township property for both the company and any subcontractors, naming Maine Township as the insured. Company guarantees to hold Township,

its agents or employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which Company is not the patentee, assignee, or licensee.

Furthermore, Company hereby agrees to save and hold harmless and indemnify Township from and against all injury, death, damage, loss, claims and liability caused by or arising out of the performance of this agreement by the Company, its employees, or agents. This agreement extends to all claims, of any nature, whether made by the Company's employees or others.

All information, prices and content submitted to Township will be public and Company has no right to privacy as to the materials submitted, as all submissions are subject to the Illinois Freedom of Information Act. All information may be posted on our website and discussed openly at Board of Trustees meetings.

Township requires all contractors and vendors doing business with Township not to discriminate against anyone on the basis of race, age, color, religion, gender, sexual orientation, ancestry, national origin, veteran status, and non-job-related disabilities.

The Illinois Prevailing Wage Act (820 ILCS 130/0.01-12) may be applicable for this project. To the extent the Illinois Prevailing Wage Act does apply to all or a portion of the work for the project, the selected Company must pay, and require every subcontractor to pay, prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. The Company shall prominently post the current schedule of prevailing wages at the contract site and shall notify immediately in writing all of its subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to the Company due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the Company and not at the expense of the Township. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Company shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records to the State. The Company shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the services and in every way defend and indemnify the Township against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Illinois Department of Labor publishes the prevailing wage rates on its website at: <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. Company is advised that the Department revises the prevailing wage rates and the Company has an obligation to check the Department's website for revisions.

Maine Township is tax exempt.

All components and equipment shall be the property of Maine Township upon completion of the Services.

Reservation of Rights

Township reserves the following rights if using them will be more advantageous to Township:

1. Withdraw this request at any time without prior notice
2. Accept or reject any and all submissions, or any item or part thereof
3. Postpone qualifications due date
4. Not award a contract to any Company responding
5. Award a contract without negotiations or discussions

Section 2

Scope of Services

Statement of Purpose

Township is requesting proposals for a Security and Access Control System. Based on the requirements presented in the scope of services, Company should propose a solution that will best suit Township's needs and conform to industry best practices.

Scope of Services – Part 1

Part 1 of the project is the replacement and upgrade of the Township's current Burglar Alarm System with Monitoring and Access Control System.

Specifications: Security System with Monitoring

New system should use connection that best utilizes modern capabilities

System must include control panel, remote management, keypad, contact sensors and real-time monitoring

Company must assess current alarm panels, keypads, sensors, wiring, and monitoring components to determine if any items can be repurposed

System Equipment Requirements – (subject to change based on Company recommendations at Site Visit)

1. Display Keypad at Main Door
2. Display Keypad at Courtyard Door

3. Interactive App for Control of System Remotely
4. Alarm Panel – System Controls
5. Door Contacts/Sensor Magnet – 14 Positions
6. Motion Detectors and Zones – 18 Positions
7. System Monitoring
 - i. Vendor required to provide 24-7, 365 days a year burglar/intrusion/motion alarm monitoring and labor rates for repairs and replacements
 - ii. Alarm monitoring to connect to local police department for dispatch
 - iii. Alarm and event monitoring with zones visible in remote management app
 - iv. Daily test timers
 - v. Reports
 - vi. Notifications
8. Control for Alarm Panel - Solution to include:
 - i. Software that can be accessed, armed, and disarmed onsite and remotely with alerts and ability to control system – not required to be connected to on-site Access Control System software
 - ii. Software should include ability to identify zones/positions in distress
 - iii. Receive alerts for security event
9. Intrusion Detection Requirements
 - i. Contact sensors to alert monitoring station of intrusions and break ins
 - ii. System should detect intrusion/motion accurately and in real time including location
 - iii. Perimeter door sensors
 - iv. Interior sensors and motion sensors
 - v. Audible Alarm Sirens

Access Control System

Main Door Entrances , GA Entrance Door, Patio Door East, and Courtyard Door have existing access control system to be replaced

Seniors East Door and Garage Door West do not have access control hardware – vendor to recommend retrofitting current hardware, replacing components, or replacing doors.

1. Cloud Based Access Control System and Software Requirements:
 - i. Tablet, computer and smartphone compatible
 - ii. Remote management capabilities
 - iii. Daily test
 - iv. Lock/unlock doors and view door status
 - v. Lockdown and emergency functions

- vi. Proximity keycards
 - 1. Printer and software to create and design cards
 - 2. Keycards to be printed as wearable IDs
 - 3. Inventory of 100 cards to start
 - 4. Information about printer, printer ink and card replenishment
- vii. Township must have control to create, edit, activate, and deactivate cards
- viii. Software must support 75+ users
- ix. Software must be web-based interface and be accessible remotely via website
- x. Must be capable of assigning users to time zones, levels, allow each user to have access to specific doors
- xi. Software to have door monitoring and reporting
- xii. System should have settings to lock and unlock doors on a schedule, including holiday programming and key operated manual override at all perimeter exterior locations
- xiii. Emergency controls for lockdowns and power outages, should be able to perform lockdown from software or phone app
- xiv. Access control should be licensed to allow a minimum of five administrators to manage with password protection
- xv. Backups
- 2. Current exterior Proximity Card Readers – mounted
 - i. Main Doors
 - ii. GA Doors
 - iii. Courtyard Door
 - iv. Patio Door

New Locations for Card Readers – requires modifications and strikes, possible door replacement

- v. Garage West Door
- vi. Senior East Door
- 3. Effort should be made to retrofit existing doors and control arms where possible
- 4. Operations for unlocking and opening door should meet ADA requirements
- 5. Proposed solution should be scalable to allow for interior card readers to be installed at later date
- 6. Strikes should be of commercial quality
 - i. Company is responsible for selecting the correct type of door and strike for each door
 - ii. Company is responsible for installing the required wiring from the controller to the door strike

7. Lockdown feature for immediate door access to be denied and all doors to go into locked mode

Scope of Services – Part 2

Part 2 of the project are optional security features and systems that can be installed and implemented at the same time as Part 1 or as part of a future phase

1. Interior Proximity Card Readers – mounted
 - i. Board Room
 - ii. Conference Room
 - iii. Pricing Option for additional readers on doors not yet installed – Clerk East and Front Vestibule Stairs Gate
1. Alert Info Notification System
 - i. System to send alerts and notifications to staff ranging from general messages to emergency
 - ii. Ability to have user computer or app login to send messages to users who have opted in

Project Requirements

1. All components to be installed according to State, Federal and local building codes
2. Company required to obtain permits
3. Company will not be responsible for any changes to network
4. Company should identify all requirements needed for internet, data, firewall or other requirement as well as requirements needed for monitoring
5. Company should identify and provide materials for system backup or storage
6. Company must demonstrate that all hardware, software, cabling, monitoring, and alarms are functioning according to the specifications
 - vi. Each component will be tested under the supervisor of township maintenance and administrative staff
7. Company should provide pricing and terms for annual Security and Access Control System Inspections to tests and check all devices, test panel, signals, backups and batteries and rates for service calls
8. Company must provide and pass through manufacturer warranty for all equipment and warranty for all work performed
9. Company must provide all details of warranty for the project and pricing for additional warranty coverage and warranty and guarantee of work performed by Company and any subcontractors
10. Company must provide warranty information documents
11. Company should describe warranty coverage hours and procedures including procedures for parts repair and replacement

12. Township reserves the right to inspect and approve work and installation, and Company must repair and replace at their cost
13. At installation completion, Company will provide design and configuration documents and building drawings showing location of all installed hardware and cabling, sensors, door contacts, and alarm wiring, which will at all times be the property of the Township
14. Documents should include inventory with location, device, manufacturer, model, and serial number
15. Company to provide operational manuals and training materials
16. Backup configuration files can be provided digitally
17. Company should have implementation plan with roles for successful installation and schedule, and assignment of dedicated project manager
18. Company should provide resources available for unexpected delays or issues, as well as additional costs for resources

Section 3

Vendor Qualifications Proposal Requirements and Response

Responses should be submitted in the order presented below:

1. Minimum Qualifications
 - i. To be eligible to respond, Company must be located (physical presence) within 50 miles of Maine Township Town Hall and provide proof of location
 - ii. Vendor is to provide proof that they are compliant with the Illinois Prevailing Wage Act 820 ILCS 130/4, to the extent the Prevailing Wage Act applies to all or a portion of the work for this project. Company must submit valid copy of Illinois private alarm contractor agency license
 - iii. Company must submit certificate of insurance naming Maine Township as the insured at the award of the contract
 - iv. Company must provide any subcontractor information and proof that work performed by any subcontractor is covered by company insurance
2. A general description of Company's organization, experience, services, and staff
 - i. Please include a brief history of your company, including how long you have been in business, financial standing, insurance coverage, how many

clients you serve, what types of clients you serve, and the scope of services you provide

3. Provide at least 3 references for which Company has performed similar services
 - i. References should include name of the Company, contact info and brief description of services rendered
4. Subcontractors
 - i. Company should list any subcontractor's name, address and state of incorporation that are proposed to be used on the project
 - ii. Indicate the subcontractor's role and responsibilities in the project
 - iii. Provide proof of insurance naming Maine Township as the insured at the award of the contract
5. Describe what approach Company will use to complete the scope of services. Summarize the major points of Scope of Services Part 1 and Part 2:
 - i. Executive Summary
 - ii. Project and Installation Plan
 - iii. Project Team
 - iv. Product Information
 - v. Diagram of Design
 - vi. Equipment Listing
 - vii. Permits
 - viii. Training
 - ix. Alarm monitoring with options for 1-year, 3-year, and 5-year terms
 - x. Service call information including available emergency service, nights, holidays, and weekends
 - xi. Warranty
6. Submit proposed pricing for this project - Pricing for Part 1 and Part 2 should list each services separately where applicable
 - i. Specify all expenses in the estimation of cost
 - ii. Describe the scope of services covered by estimate and any services which would not be covered or which would be provided for an additional charge
 - iii. Itemized list of cost for project including all hardware, software, software subscriptions, installation fees, shipping, vehicle charge and any other costs associated with project
 - xii. Include cost for alarm monitoring with 1-year, 3-year, and 5-year term options
 - i. Include pricing for service calls including emergency service, nights and weekends or maintenance agreement with 1-year, 3-year, and 5-year term options

- ii. Pricing for annual Preventative Maintenance
- iii. Warranty and additional warranty options
- iv. Service Calls

The Company agrees to sign and execute the **Independent Contractor's Agreement**, which is attached to this RFP as Exhibit A.

Section 4

SCHEDULE, SITE VISIT AND SUBMISSION INSTRUCTIONS

Maine Township Deputy Administrator Victoria Rizzo will serve as the primary contact for this proposal.

To schedule a site visit, email Deputy Administrator Victoria Rizzo at vrizzo@mainetown.com
Floor plan and index will be provided at site visit or by request

Questions and requests for clarification should be submitted via email to Deputy Administrator Victoria Rizzo at vrizzo@mainetown.com

Responses to questions will be shared on mainetown.com

Email written communication to:
Maine Township
Victoria Rizzo, Deputy Administrator
vrizzo@mainetown.com

ISSUE DATE: 1/15/2025
DEADLINE FOR QUESTIONS AND SITE VISIT 2/18/25

RESPONSE DUE DATE: 2/24/25 by 9:30 a.m.

RETURN PROPOSAL IN SEALED ENVELOPE MARKED "Proposal: Security and Access Control System" TO:
Maine Township
Clerk's Office
1700 Ballard Rd.
Park Ridge, IL 60068

LATE PROPOSALS AND EMAILED PROPOSALS MAY BE REJECTED

EXHIBIT A
MODEL INDEPENDENT CONTRACTOR AGREEMENT

**DRAFT
INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement (“Agreement”) is made and entered into as of the ___ day of _____, 2025 by and between Maine Township (“**Township**”), a unit of local government with its offices located at 1700 Ballard Road, Park, Ridge, Illinois 60068, and _____ (“**Contractor**”), an Illinois corporation with its principal place of business located at _____. The Township and Contractor may be referred to individually as “**Party**” and collectively as “**Parties**” throughout this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Township and the Contractor agree as follows:

1 **Work.**

The Township is engaging the Contractor to provide a Security and Access Control System, with Burglar and Alarm Monitoring and an Access Control System (“**Work**”), as specified in the Scope of Work and the Contractor’s Bid Proposal as set forth in **Exhibit A**, which is attached hereto and made a part hereof, pursuant to the terms and conditions of this Agreement. The Contractor represents it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the Work in accordance with the standards of practice, care, and diligence practiced by recognized companies or firms performing services of a similar nature in existence at the time of performance. The representations and certifications expressed are in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are reserved to the Township.

2 **Compensation.**

2.1 **Pricing.** In consideration for the Contractor’s performance of the Work, the Township will pay Contractor pursuant to the price schedule set forth in **Exhibit B**, which is attached hereto and made a part hereof.

2.2 **Invoicing.** Contractor shall submit invoices to the Township for the Work monthly. The amount billed in any such invoice shall be based on the pricing set forth in **Exhibit B**. The Township shall pay to the Contractor the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)

2.3 **Records.** The Contractor shall maintain records showing actual time devoted and costs incurred and shall permit the authorized representative of the Township to inspect and audit all data and records of the Contractor for the Work performed under the Agreement. The records shall be made available to the Township at reasonable times with advance notice during the Agreement period, stating with specificity the records request, and for three years after the termination of the Agreement.

2.4 **Additional Services.** The Contractor shall not perform or charge the Township for any services outside the scope of this Agreement without the previous, written

authorization of the Township.

3 **Confidentiality.**

3.1 **Definitions.** The term "Confidential Information" shall mean information in the possession or under the control of the Township relating to the technical, business or corporate affairs of the Township; Township property; user information, including, without limitation, any information pertaining to usage of the Township computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form. Township Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Contractor from a source other than the Township prior to the time of disclosure of said information to the Contractor under this Agreement ("Time of Disclosure"); (ii) becomes publicly known through no fault of Contractor (iii) to have been in the public domain prior to the Time of Disclosure; (iv) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Contractor or the Township; (v) to have been supplied to the Contractor after the Time of Disclosure without restriction by a third party who is under no obligation to the Township to maintain such information in confidence; (vi) is available to visitors that use the Township; or (vii) are provided by the Township to the Contractor and are not marked "Confidential".

3.2 **No Disclosure of Confidential Information by Contractor.** The Contractor acknowledges that it shall, in performing the Work for the Township under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Contractor shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information, except in the performance of the Work, without express prior written consent of the Township. The Contractor shall use reasonable measures, at least as strict as those the Contractor uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Contractor to execute a non-disclosure agreement before obtaining access to Confidential Information. Any such agreement shall also name the Township as a third-party beneficiary.

4 **Term.**

4.1 **Term.** This Agreement shall begin upon its execution by both Parties and terminate upon satisfactory completion of the Contractor's Work through Township's acceptance of the Work.

4.2 **Time of Performance.** The Contractor shall commence the Work immediately upon receipt of written notice from the Township that this Agreement has been fully executed by the Parties. The Contractor shall diligently and continuously perform the Work until the completion of the Work, or until the Agreement is terminated pursuant to the provisions of this Agreement.

5 **Termination.**

5.1 **Termination for Convenience.** Notwithstanding any other provision in this

Agreement, the Township may terminate the Agreement, for any reason, upon providing the Contractor at least thirty (30) days' prior written notice, unless the Agreement is sooner terminated by the Township because of the Contractor's material breach of the Agreement. In the event this Agreement is terminated by the Township for convenience, the Contractor will only be paid for Work actually performed and reimbursable expenses actually incurred, if any, prior to the termination date. The Contractor may terminate the Agreement, but only upon providing at least ninety (90) days' prior written notice to the Township.

5.2 Termination for Material Breach. Either Party may terminate this Agreement for cause upon written notice to the other following a material breach of a material provision of this Agreement by such other Party if the breaching Party does not cure such breach within twenty (20) calendar days of receipt of written notice of such breach from the non-breaching Party. In the event that this Agreement is so terminated, the Contractor shall be paid for Work actually performed and reimbursable expenses actually incurred, if any, prior to termination.

5.3 Default. If the Contractor has failed or refused to perform, or has delayed in the performance of the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Work or any other requirement of this Agreement, through no fault of satisfactory ("Event of Default"), and fails to cure any such Event of Default within fourteen (14) calendar days after the Contractor's receipt of written notice of such Event of Default from the Township, stating with specificity the Event of Default, and suggesting a reasonable cure, then the Township shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

A. Cure by Contractor. The Township may require the Contractor, within a reasonable time, to complete or correct all or any part of the Work that are the subject of the Event of Default; and to take any or all other action necessary to bring the Contractor and the Work into compliance with this Agreement.

B. Termination of Agreement by Township. The Township may terminate this Agreement without liability for further payment of to become due under this Agreement.

C. Withholding of Payment by Township. The Township may withhold from any payment, whether or not previously approved, or may recover from the Contractor, any and all costs, including reasonable attorneys' fees and administrative expenses, incurred by the Township as the result of any Event of Default by the Contractor or as a result of actions taken by the Township in response to any Event of Default by the Contractor.

6 **Insurance.**

6.1 Contractor shall, at its sole cost and expense, at all times during the term of this Agreement maintain insurance of the following character:

1. General comprehensive public liability insurance (inclusive of umbrella coverage) against claims for bodily injury, death, or property damage with such

insurance to afford protection of not less than \$3,000,000 with respect to bodily injury or death to all persons in any one accident, and not less than the replacement value with respect to property damage in any one occurrence, subject to inflationary increases as required by Township at Township's reasonable discretion in view of what is customary in the local market, or such other amounts in excess of the amounts set forth above as Township shall reasonably request.

2. Commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident subject to inflationary increases as required by Township or such other amounts in excess of the amounts set forth above as Township shall reasonably request.

3. Workers' compensation and employers liability insurance not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease subject to inflationary increases as required by Township or such other amounts in excess of the amounts set forth above as Township shall reasonably request.

6.2 Such insurance shall be written by companies of recognized financial standing which are "A-" rated or better by a national rating agency and are legally qualified to issue such insurance in the State of Illinois, and Contractor shall provide Township with certificates of insurance, naming as the insured parties thereunder, Township, or its assigns, and Contractor, as their interests may appear. Such insurance may be obtained by Contractor by endorsement on its blanket insurance policies, provided that (a) such blanket policies satisfy the requirements specified herein and (b) Township shall be furnished with the certificate of the insurer to the effect that (c) the amount of insurance is not less than the amount required by this Section. Township shall not be required to prosecute any claim against any insurer or to contest any settlement proposed by any insurer, provided that Contractor may, at its cost and expense, prosecute any such claim or contest any such settlement, and in such event Contractor may bring any such prosecution or contest in the name of Township, Contractor, or both, and Township shall cooperate with Contractor and will join therein at Contractor's written request upon receipt by Township of an indemnity from Contractor against all costs, liabilities, and expenses in connection with such cooperation, prosecution, or contest.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 01, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Township shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 11 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Township. Any insurance or self-insurance maintained by Township shall be excess of Contractor's insurance and shall not contribute with it.

If Township has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 11 under the Commercial General and Umbrella Liability Insurance required in this Agreement, Contractor waives all rights against Township and their officers, officials, employees, volunteers, and agents for recovery of damages arising out of or incident to Contractor's performance under this Agreement. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Township for all activities of the Contractor, its employees, agents, and subcontractors.

6.3 Contractor shall deliver to Township promptly after the execution and delivery of this Agreement the original or duplicate policies or certificates of insurers satisfactory to Township evidencing all the insurance which is then required to be maintained by Contractor hereunder, and Contractor shall, within thirty (30) days prior to the expiration of any such insurance, deliver other original or duplicate policies or other certificates of the insurers evidencing the renewal of such insurance. Should Contractor fail to effect, maintain, or renew any insurance provided for herein, or to pay the premium therefor, or to deliver to Township any of such policies or certificates, Township, at its option, but without obligation so to do, may procure such insurance, and any sums expended by it to procure such insurance shall be reduced from the amount owed for services by Township under this Agreement. Such insurance policy(ies) shall contain a provision that such policy(ies) shall not be canceled or reduced in scope without thirty (30) days prior written notice to Township.

7 **Indemnification of Township by Contractor.**

The Contractor shall, without regard to the availability or unavailability of any insurance, either of the Township or the Contractor, indemnify, save harmless, and defend the Township, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with, the Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Contractor, except to the extent caused by the sole negligence of the Township. The Contractor's maximum liability for any claimed damages shall not exceed the terms of the policy of insurance carried by the Contractor as required under the terms of this Agreement.

8 **Indemnification of Contractor by Township.**

The Township shall, without regard to the availability or unavailability of any insurance, either of the Township or the Contractor, indemnify, save harmless, and defend the Contractors, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with, the Township's failure to perform, except to the extent caused by the sole negligence of the Contractor.

9 **Warranty.**

The Contractor warrants that the Work shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized security and alarm monitoring service providers or firms in performing services of a similar nature in existence at the time of performing the Services. The warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Township.

10 **General.**

10.1 **Relationship of the Parties.** The Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Township and Contractor; or (ii) to create any relationship between the Township and any subcontractor of the Contractor.

10.2 **Third-Party Beneficiary.** No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation other than the Contractor shall be made or be valid against the Township.

10.3 **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is executed in writing by both Parties.

10.4 **Assignment.** This Agreement may not be assigned by the Contractor without the prior written consent of the Township, which the Township may elect to withhold in its sole discretion.

10.5 **Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

10.6 **No Additional Obligation.** The Parties acknowledge and agree that the Township is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Contractor or with any vendor solicited or recommended by the Contractor.

10.7 **Mutual Cooperation.** The Township agrees to cooperate with the Contractor in the performance of the Work, including meeting with the Contractor and providing the Contractor with such confidential and non-confidential information that the Township may have that may be relevant and helpful to the Contractor's performance of the Work. The Contractor agrees to cooperate with the Township in the performance of the Work to complete the Work and with any other contractors engaged by the Township.

10.8 **Governing Law and Venue.** This Agreement shall be governed and interpreted according to the laws of the State of Illinois. Any action arising under this Agreement must be brought exclusively in the Circuit Court of Cook County, Illinois.

10.9 **Entire Agreement.** This Agreement constitutes the entire agreement between

the Parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Township and the Contractor with respect to the subject matter of this Agreement.

10.10 Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

10.11 Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated, to the fullest extent permitted by law.

10.12 Compliance with Laws. Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. 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 the Contractor's, or its subcontractors', performance of, or failure to perform, the Work or any part thereof. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

10.13 Intellectual Property. The Contractor acknowledges and agrees that all trademarks, service marks, logos, tradenames, and images ("**Township Materials**") provided by the Township to the Contractor for use in performing the Work created by Contractor are the sole and exclusive property of the Township. The Contractor acknowledges that this Agreement is not a license to use Township Materials except as needed to perform the Work hereunder. If applicable, to the extent the Contractor has agreed to obtain and/or license Third-Party Materials on behalf of the Township, the Contractor shall obtain a license for the Township to use the Third-Party Materials as part of the Work for the specified purpose. "Third-Party Materials" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Contractor for the benefit of the Township. It is expressly understood that, excluding the Township Materials and Third-Party Materials, the Township and the Contractor may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Service Provider in providing Services hereunder.

10.14 Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, records, opinions, communications, digital files, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Contractor in connection with any or all of the Work to be performed

under this Agreement ("Documents") shall be and remain the exclusive property of the Township. At the Township's request, or upon termination of this Agreement, the Contractor shall cause the Documents to be promptly delivered to the Township, in original format or a suitable electronic format acceptable to the Township.

10.15 Time of the Essence. Time is of the essence in the performance of this Agreement.

10.16 Conflict Between Agreement and Exhibits. In the event of a conflict between the Agreement and the Exhibits to this Agreement, the text of this Agreement shall control.

10.17 Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

10.18 Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

10.19 Freedom of Information Act. Contractor may possess certain public records that may be subject to disclosure, in whole or in part, pursuant to records requests submitted pursuant to the Freedom of Information Act, 5 ILCS 140/1, *et seq.* ("FOIA"). Contractor agrees to timely cooperate with the Township and, when required, produce records responsive to a FOIA request within Contractor's possession or custody to the Township, so the Township may comply with the FOIA request within the time limits specified in FOIA. If additional time is necessary to compile records in response to a request, then Contractor shall promptly so notify the Township and if possible, the Township shall request an extension so as to comply with FOIA. In the event the Township is found to have not complied with FOIA due to Contractor's failure to produce documents or otherwise appropriately respond to a request under FOIA, then Contractor shall indemnify and hold the Township harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

10.20 Sexual Harassment Policy. The Contractor certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 512-105(A)(4).

10.21 No Collusion. The Contractor represents and certifies that the Contractor is not barred from contracting with a 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 the Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Contractor represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Township prior to the execution of this Agreement,

and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the Township for all loss or damage that the Township may suffer, and this Agreement shall, at the Township's option, be null and void.

10.22 Prevailing Wage. The Illinois Prevailing Wage Act (820 ILCS 130/0.01-12) may be applicable to the Work performed under this Agreement. To the extent the Illinois Prevailing Wage Act does apply to all or a portion of the Work, the Contractor must pay, and require every subcontractor to pay, prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/01 et seq. The Contractor shall prominently post the current schedule of prevailing wages at the Work site and shall notify immediately in writing all of its subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to the Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the Company and not at the expense of the Township. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records to the State. The Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the services and in every way defend and indemnify the Township against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act.

The Illinois Department of Labor publishes the prevailing wage rates on its website at: <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. Contractor is advised that the Department revises the prevailing wage rates and the Contractor has an obligation to check the Department's website for revisions.

10.23 Notice.

- a. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail and deposited in the U.S. Mail, postage prepaid, or (iv) by electronic mail ("e-mail"). E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Township shall be addressed to, and delivered at, the following address:

Maine Township
Attn: Victoria Rizzo
1700 Ballard Road
Park Ridge, Illinois 60068
Email: vrizzo@mainetown.com

With a copy to:

Ancel Glink, P.C.
Attn: Kurt S. Asprooth
140 S. Dearborn Street, Suite 600
Chicago, Illinois 60603
Email: KAsprooth@ancelglink.com

Notices and communications to the Contractor shall be addressed to, and delivered at, the following address:

Contractor

With a copy to:

Contractor's Attorney

Any notice of breach, or anticipatory breach, shall be provided to the Contractor.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

[CONTRACTOR]

MAINE TOWNSHIP

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____