



REQUEST FOR PROPOSAL

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

MANAGED IT SERVICES

Proposals shall be submitted via mail or e-mail to:

Maine Township
Attention: Clerk's Office
1700 Ballard Road
Park Ridge, Illinois 60068
Email: Victoria Rizzo, Administrator vrizzo@mainetown.com

NO LATER THAN OCTOBER 23, 2026

By Order Of:
Kimberly Jones
Maine Township Supervisor
Issued on September 23, 2026

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MANAGED IT SERVICES 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.maintown.com.

Our offices, departments, and services include:

- Administration, Elected Officials and Maintenance
- Assessor
- Clerk
- Code Enforcement
- Food Pantry
- General Assistance
- MaineStreamers – Senior Department
- MaineStay Youth and Family Services
- Recovery Connection

General Information

Maine Township (the “Township”) is a tax-exempt township organized and operating under the Illinois Township Code (60 ILCS 1/ et seq.). The Township is seeking proposals from qualified Managed Information Technology (IT) service providers to deliver comprehensive information technology support, cybersecurity services, network administration, cloud management, strategic technology planning and related professional IT services.

Evaluation of Proposals and Award of Contract

As a result of responses to this request, the 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 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 may accept the proposal that is, in its judgment, the best and most favorable to the interests of the Township and to the public, regardless of price; decline to award a contract; award a contract in part or whole; reject the lowest priced proposal; negotiate with proposers; cancel the proposal process; reject any and all proposals without case and without explaining the rejection; or waive irregularities and informalities in any proposal submitted or in the request for proposals process. The waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Proposers should not rely on, or anticipate, any waivers in submitting their proposal.

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 or incurred during the interview process. 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.

All proposals and any supporting documentation and materials submitted will be public information and made available in accordance with the Illinois Freedom of Information Act. If a proposer believes any document or material is exempt from disclosure under the Freedom of Information Act (5 ILCS 140/1, et seq.), it may inform the Township in writing of the exact document and/or material and the applicable exemption. The Township, however, retains sole discretion over any response for records it receives under the Act.

Section 2. Scope of Services

Statement of Purpose

The Township is requesting proposals for an experienced managed Information Technology (IT) service providers to furnish comprehensive technology support and consulting services for Township operations.

The selected vendor will provide proactive management of the Township's technology infrastructure, cybersecurity, servers, workstations, networking equipment, cloud services, disaster recovery planning, and end-user support.

The Township seeks a strategic technology partner capable of maintaining secure, reliable, and cost-effective technology systems while assisting the organization in planning for future technological needs. Our Microsoft 365 email accounts are currently hosted with GoDaddy and we use standalone versions of Office for workstations. We are open to other options. Include in your proposal a recommended solution based on best practices for governmental entities and explain why this would be recommended.

The successful proposer shall demonstrate experience supporting governmental organizations or similarly regulated environments and possess the technical expertise necessary to ensure operational continuity, cybersecurity resilience, and responsive customer service.

Maine Township currently has the following IT infrastructure environment:

- 37 workstations – with employee remote access for select workstations
- Server
- 1 Firewall
- Wireless Routers
- Desktop Switches
- Switches with patch panels
- Network configuration required for leased devices such as fishing license printer, postage machine, phone system, credit card kiosk

The selected vendor shall provide comprehensive managed IT services, including but not limited to the following:

1. IT Infrastructure Assessment

The vendor shall conduct an initial assessment and inventory of Maine Township's existing IT environment, including:

- Servers and server infrastructure
- Network switches
- Routers
- Firewalls
- Wireless network infrastructure
- Internet connectivity
- Workstations, tablets and laptops
- Printers and multifunction devices
- Backup systems
- Email systems
- Cloud-based applications
- User accounts and permissions
- Cybersecurity protections
- Existing software and licenses
- Remote access systems
- Network cabling and related infrastructure
- Other technology equipment identified by the Township

The vendor shall identify obsolete, unsupported, vulnerable, or inadequately configured equipment and provide recommendations for replacement, upgrade, or continued use.

The vendor shall provide the Township with a written assessment and prioritized recommendations following the initial evaluation.

2. Help Desk and Technical Support

The vendor shall provide help desk and technical support for Township employees and authorized users.

Services shall include, but not be limited to:

- Computer and workstation troubleshooting
- Hardware troubleshooting
- Software troubleshooting
- Printer and peripheral support
- Email support
- Microsoft 365 support (Intended Integration in Future) and support to migrate away from current domain platform
- Password and account assistance
- Network connectivity issues
- Internet connectivity issues
- Remote access
- User account creation and termination
- Software installation and configuration
- General technology assistance
- Troubleshooting of technology-related issues

The vendor shall provide multiple methods for submitting service requests, which may include telephone, email, web portal, remote support, or other methods proposed by the vendor.

The vendor shall provide a ticketing system through which the Township can track open and completed service requests.

3. Service Response and Support

The proposal shall identify response and resolution targets for:

- Critical/emergency issues
- High-priority issues
- Normal-priority issues
- Routine requests

The vendor shall provide emergency support outside of normal business hours.

The proposal shall clearly identify:

- Normal business hours

- After-hours support
- Emergency support
- Remote support availability
- On-site support availability
- Additional charges, if any, for after-hours or emergency services

4. Network Management and Monitoring

The vendor shall proactively monitor and manage the Township's network infrastructure.

Services shall include:

- Network monitoring
- Switch monitoring
- Firewall monitoring
- Router monitoring
- Wireless network monitoring
- Internet connectivity monitoring
- Network performance monitoring
- Identification of network outages
- Identification of network congestion
- Configuration management
- Firmware and software updates
- Network security monitoring
- Troubleshooting and remediation

The vendor shall provide proactive notification to designated Township personnel when significant network issues or outages are identified.

The vendor shall identify any network infrastructure that should be replaced, upgraded, or modernized.

5. Server and System Management

If applicable to the Township's environment, the vendor shall provide monitoring and management of servers and related systems.

Services shall include:

- Server monitoring
- Operating system updates
- Security patches
- Performance monitoring
- Storage monitoring
- System maintenance
- Configuration management

- Backup monitoring
- Troubleshooting
- Hardware failure notification
- System recovery assistance

The vendor shall identify unsupported or obsolete servers and provide recommendations for replacement or migration.

6. Workstation and Device Management

The vendor shall provide ongoing management of Township computers and other supported devices.

Services shall include:

- Workstation monitoring
- Operating system updates
- Security patches
- Antivirus/endpoint protection
- Software updates
- Hardware troubleshooting
- Device configuration
- New computer deployment
- Computer replacement
- Remote management
- Inventory management
- Asset tracking

The vendor shall maintain an accurate inventory of supported equipment, including manufacturer, model, serial number, assigned user, location, and operating system, when applicable.

7. Cybersecurity

Cybersecurity shall be a significant component of the Managed IT Services.

The vendor shall provide or manage appropriate cybersecurity measures, including:

- Endpoint protection
- Antivirus/anti-malware protection
- Firewall management
- Security patch management
- Email security
- Multi-factor authentication
- Password security
- User access controls

- Security monitoring
- Threat detection
- Vulnerability identification
- Security incident response
- Employee cybersecurity awareness recommendations
- Protection against phishing and other common threats

The vendor shall identify cybersecurity risks and provide recommendations to improve the Township's overall security posture.

The vendor shall promptly notify the Township of suspected or confirmed cybersecurity incidents.

8. Cloud Services

The vendor shall provide support and administration for the Township's supported cloud services.

Services may include:

- Administration
- User account management
- Email administration
- OneDrive
- Security settings
- License management
- Multi-factor authentication
- Account security
- Email security
- Cloud backup, where applicable

The vendor shall provide recommendations regarding licensing, security, storage, and utilization of services.

9. Backup and Disaster Recovery

The vendor shall assess and manage the Township's backup and disaster recovery systems.

The vendor shall:

- Monitor backups
- Verify successful backups
- Conduct periodic backup testing
- Identify backup failures
- Maintain appropriate backup configurations
- Recommend appropriate backup retention

- Assist with disaster recovery planning
- Assist with restoration of systems and data
- Provide recommendations for off-site and/or cloud-based backups

The vendor shall provide a written description of the proposed backup and disaster recovery strategy.

The proposal shall identify all backup systems, software, storage, licensing, and services included in the proposed fee and identify any additional costs.

10. Software and License Management

The vendor shall assist the Township with management of technology software and licenses.

Services shall include:

- Software inventory
- License tracking
- License renewal monitoring
- Software installation
- Software updates
- Identification of unused or unnecessary licenses
- Recommendations for software consolidation or replacement

The vendor shall notify the Township of upcoming license renewals and provide sufficient advance notice to allow for budget planning.

11. User Account and Access Management

The vendor shall assist with the administration of Township user accounts.

Services shall include:

- New employee account setup
- Employee termination/deactivation
- Password resets
- Permission changes
- Access control
- Group membership
- Email account creation and termination
- Multi-factor authentication
- Remote access permissions

The vendor shall follow Township-approved procedures for adding, modifying, and terminating user access.

The Township shall retain ultimate authority over user access and permissions.

12. Employee Onboarding and Offboarding

The vendor shall provide IT support for employee onboarding and offboarding.

For new employees, services may include:

- Creation of accounts
- Email setup
- Computer configuration
- Software installation
- Network access
- Microsoft 365 configuration
- Security configuration
- Equipment assignment

For departing employees, services shall include:

- Account termination
- Access removal
- Email management
- Equipment collection coordination
- Data preservation, when authorized
- Removal of remote access
- Security review

13. Technology Procurement and Consulting

The vendor shall provide technology recommendations and consulting services when requested.

This may include:

- Computer purchases
- Server purchases
- Network equipment
- Firewalls
- Wireless equipment
- Software
- Microsoft licenses
- Cybersecurity products
- Backup equipment
- Printers and peripherals
- Technology projects

The vendor shall provide competitive pricing and clearly identify any markup, administrative fees, or commissions associated with products or services recommended by the vendor.

The Township reserves the right to purchase equipment and services directly or from another vendor.

14. IT Documentation

The vendor shall maintain current documentation of the Township's IT environment.

Documentation shall include, as applicable:

- Network diagrams
- IP address information
- Network equipment
- Firewall configuration
- Server information
- Backup systems
- User accounts
- Administrative accounts
- Software licenses
- Hardware inventory
- Vendor information
- Internet services
- Cloud services
- System configurations
- Technology procedures

The Township shall have access to its IT documentation throughout the term of the agreement.

15. IT Security and Administrative Credentials

All administrative credentials, passwords, encryption keys, configuration files, license information, and other credentials associated with Township systems shall be maintained securely.

The Township shall retain ownership and control of all Township accounts, data, systems, configurations, and credentials.

The vendor shall not withhold Township credentials or system documentation because of a contract termination or dispute.

16. IT Policies and Technology Planning

The vendor shall assist the Township in developing and maintaining appropriate IT policies and procedures.

The vendor may provide recommendations regarding:

- Cybersecurity

- Passwords
- Acceptable technology use
- Remote access
- Backup and disaster recovery
- Employee onboarding/offboarding
- Mobile devices
- Email security
- Data protection
- Incident response

The vendor shall provide recommendations for short-term and long-term technology planning.

17. Preventative Maintenance

The vendor shall provide proactive maintenance rather than relying solely on reactive support.

Preventative maintenance shall include:

- Patch management
- Firmware updates
- System monitoring
- Security updates
- Backup testing
- Hardware health monitoring
- Network performance review
- License review
- Cybersecurity review
- Identification of aging equipment
- Recommendations for future technology needs

18. On-Site Services

The vendor shall provide on-site technical support when remote support is insufficient.

The proposal shall identify:

- Standard on-site response time
- Emergency on-site response time
- Geographic location of support personnel
- Any travel charges
- Any minimum service charges
- Any additional fees for on-site services

19. Reporting

The vendor shall provide regular reports to the Township.

Reports should include, at a minimum:

- Open and closed service tickets
- Response times
- Outstanding issues
- Network issues
- Security incidents
- Backup status
- System alerts
- Hardware issues
- Software/license issues
- Recommended upgrades
- Completed maintenance
- Cybersecurity concerns

The vendor shall provide an annual review of the Township's IT environment and recommendations for the upcoming year.

SECTION 3. PROJECT REQUIREMENTS

In addition to the requirements set forth in the Sample Contract attached as Exhibit A to this RFP, the Vendor shall be responsible for the following in its performance of the project:

1. The vendor shall provide all services in accordance with applicable federal, state, county, and local laws and regulations.
2. The vendor shall maintain appropriate insurance coverage and provide a Certificate of Insurance naming Maine Township as required by the Township.
3. The vendor shall be responsible for maintaining appropriate cybersecurity practices for its own systems and personnel.
4. The vendor shall notify the Township promptly of any security breach or cybersecurity incident affecting Township systems or data.
5. The vendor shall maintain appropriate backups and business continuity procedures for systems under its management.
6. The vendor shall not make significant changes to Township systems, network configurations, security settings, or other infrastructure without appropriate Township written authorization.
7. The vendor shall provide written documentation of significant changes made to Township systems to the Township.
8. The vendor shall provide an implementation and transition plan.
9. The vendor shall identify a dedicated account manager/project manager for the Township.
10. The vendor shall identify all personnel who will have administrative access to Township systems.

11. The vendor shall maintain confidentiality of all Township information and data.
12. All Township data shall remain the property of Maine Township.
13. The vendor shall not sell, disclose, share, or otherwise use Township data except as necessary to provide contracted services or as authorized by the Township.
14. At the conclusion of the agreement, the vendor shall cooperate fully with the Township and any successor IT provider to ensure an orderly transition of services.
15. Upon termination, the vendor shall provide current documentation, configurations, credentials, inventories, and other information necessary for transition.
16. The vendor shall provide training and documentation necessary for Township staff to understand and utilize supported systems.
17. The vendor shall identify any services, software, licenses, equipment, or third-party subscriptions that are not included in the base managed services fee.

SECTION 4. VENDOR QUALIFICATIONS

To be eligible to respond, vendors should meet the following minimum qualifications:

- Have demonstrated experience providing Managed IT Services to government entities, municipalities, townships, or organizations of similar size and complexity.
- Have an established history of providing managed IT services.
- Demonstrate sufficient staffing and resources to provide the required services.
- Provide qualified IT professionals capable of supporting the Township's technology environment.

Preference may be given to vendors with experience supporting public-sector organizations.

SECTION 5. PROPOSAL REQUIREMENTS AND RESPONSE

Responses should be submitted in the order presented below.

1. Executive Summary

Provide an overview of the firm's qualifications and proposed approach to providing Managed IT Services to Maine Township.

2. Company Information

Provide:

- Company name
- Company history and description

- Number of years in business
- Ownership structure
- Number of employees
- Number of managed-services clients
- Types of clients served
- Experience with local government clients
- Geographic service area
- Scope of IT services provided
- Telephone number
- E-mail address
- Website, if applicable
- Primary contact person and contact information

3. Qualifications and Experience

Describe the firm's experience providing:

- Managed IT Services
- Help desk support
- Network management
- Cybersecurity
- Microsoft 365 administration and experience migrating from other platforms
- Backup and disaster recovery
- Server management
- Workstation management
- IT consulting
- Technology planning

4. Proposed Service Approach

Describe the firm's approach to providing the Scope of Services.

The response should include:

- Transition/implementation plan
- IT assessment
- Help desk procedures
- Network monitoring
- Cybersecurity
- Backup and disaster recovery
- Preventative maintenance
- On-site support
- Emergency support

- Reporting
- Technology planning

5. Service-Level Agreements

Provide proposed SLAs for:

- Critical issues
- High-priority issues
- Standard issues
- Routine requests
- After-hours emergencies
- On-site response

Clearly identify guaranteed response times versus target response times.

6. Proposed Technology

Identify the tools and platforms the vendor proposes to use for:

- Remote monitoring and management
- Help desk/ticketing
- Endpoint management
- Cybersecurity
- Backup monitoring
- Network monitoring
- Reporting
- Asset management

Identify whether these tools are included in the proposed monthly fee.

7. Project Team

Identify the individuals who will be assigned to the Township. Provide a professional resume and/or biography for each individual identified.

Provide:

- Name
- Position
- Experience
- Certifications
- Primary responsibilities
- Availability
- Backup personnel

The vendor shall identify a primary point of contact and a backup point of contact.

8. Cybersecurity Program

Describe the firm's cybersecurity capabilities, including:

- Endpoint protection
- Threat monitoring
- Firewall management
- Email security
- Multi-factor authentication
- Vulnerability management
- Security patching
- Incident response
- Employee security awareness
- Security assessments
- Security Awareness Training and Simulated Phishing platform recommendations
- Experience working with CISA or Illinois Department of Innovation & Technology's Cyber Navigator Program

9. Disaster Recovery and Business Continuity

Describe the proposed approach to:

- Backup
- Backup monitoring
- Backup testing
- Data recovery
- System recovery
- Disaster recovery
- Business continuity

Identify proposed recovery time objectives and recovery point objectives where applicable.

10. Transition Plan

Provide a detailed plan for transitioning from the Township's current IT provider/environment to the proposed Managed IT Services.

The plan shall include:

- Discovery
- Documentation
- Network assessment
- Security assessment
- Account transition

- Monitoring implementation
- Backup verification
- Equipment inventory
- Implementation timeline
- Staff communication
- Identification of risks
- Transition responsibilities

11. Training

Describe training and educational resources available to Township employees and administrators.

12. Reporting

Provide examples or descriptions of monthly, quarterly, and annual reports that will be provided to the Township.

13. Local/Regional Presence

The vendor shall identify the physical location of its primary office and the location of personnel responsible for providing services.

The proposal shall identify the typical response time for on-site service at Maine Township Town Hall.

14. References

Provide at least three references for which the firm currently or recently performed similar Managed IT Services.

References should include:

- Organization name
- Contact name
- Telephone number
- Email address
- Length of service
- Brief description of services provided

At least one reference should be a governmental or public-sector organization, if applicable.

15. Subcontractors

The vendor shall identify all subcontractors or third-party providers proposed for use. The Township reserves the right to approve or reject proposed subcontractors.

For each subcontractor, provide:

- Company name
- Address
- Services provided
- Role and responsibilities
- Length of relationship
- Proof of insurance, if applicable

SECTION 6. PRICING REQUIREMENTS

Proposals shall provide clear and itemized pricing.

The vendor shall provide:

A. Monthly Managed Services Fee

Provide the proposed monthly fee for the core Managed IT Services.

Pricing should identify what is included in the monthly fee.

B. Per-User Pricing

If applicable, provide:

- Per-user monthly fee
- Per-device monthly fee
- Server fee
- Network device fee
- Other applicable recurring fees

C. Additional Services

Identify pricing for services not included in the base monthly fee.

D. Emergency/After-Hours Services

Provide pricing for:

- Emergency service
- Nights
- After-hours on-site service

E. On-Site Services

Identify:

- Hourly rate
- Minimum charge
- Travel charges
- Emergency on-site rate
- After-hours on-site rate

F. Project Services

Provide hourly or project-based rates for technology projects outside the managed services agreement.

G. Hardware and Software

Identify all applicable:

- Hardware costs
- Software costs
- Licensing fees
- Cloud subscription fees
- Backup fees
- Cybersecurity fees
- Installation fees
- Shipping fees
- Procurement/markup fees
- Other charges

H. Contract Term Pricing

Provide pricing for:

- Three-year agreement
- Five-year agreement

The proposer warrants that the proposed pricing is firm and that there will be no escalation of cost or price at the time of contract. If pricing increases during a multi-year agreement, clearly identify the proposed annual increase or escalation.

I. Annual Preventative Maintenance

Provide pricing for any annual IT assessment, cybersecurity assessment, network assessment, disaster recovery review, or other preventative maintenance services not included in the monthly fee.

J. Service Calls

Provide rates for service calls and clearly identify which service calls are included in the monthly Managed IT Services fee and which will be billed separately.

SECTION 7. TRANSITION AND CONTRACT TERMINATION

The selected vendor shall cooperate with Maine Township to ensure a smooth transition at the beginning and end of the contract.

Upon termination or expiration of the agreement, the vendor shall provide to township:

- Provide all Township-owned data and documentation.
- Provide current network and system documentation.
- Provide configuration files.
- Provide current equipment and software inventories.
- Provide necessary credentials and administrative access.
- Assist with transfer of systems and services.
- Cooperate with a successor IT provider.
- Remove vendor-specific software or access when directed by the Township.
- Provide reasonable transition assistance.

The vendor shall not withhold Township data, credentials, documentation, configurations, or other Township-owned information for any reason following termination of the agreement.

SECTION 8. WARRANTIES AND SERVICE GUARANTEES

The vendor shall clearly identify all warranties and guarantees associated with the proposed services.

The proposal shall include:

- Service guarantees
- Hardware warranties
- Software warranties
- Third-party warranties
- Cybersecurity service guarantees, if applicable
- Backup guarantees, if applicable
- Response-time guarantees
- Service-level guarantees

The vendor shall identify any limitations or exclusions.

SECTION 9. IMPLEMENTATION PLAN

The selected vendor shall provide a detailed implementation plan following award of the contract.

The implementation plan shall include:

1. Kickoff meeting
2. Initial IT assessment
3. Asset inventory
4. Network assessment
5. Cybersecurity assessment
6. Documentation review
7. Backup assessment
8. User/account assessment
9. Deployment of monitoring tools
10. Deployment of endpoint protection
11. Help desk implementation
12. Documentation development
13. Identification of immediate risks
14. Remediation plan
15. Staff communication
16. Final transition review

The vendor shall provide a proposed implementation schedule and identify the responsibilities of both the vendor and Maine Township.

SECTION 10. ARTIFICIAL INTELLIGENCE

Vendors are required to disclose any use of artificial intelligence in services provided to Maine Township, and the use of public AI systems is prohibited

SECTION 11. EVALUATION CRITERIA

Proposals may be evaluated based upon the following criteria, please note that this is not an exhaustive list:

- Experience and qualifications
- Experience with governmental entities

- Understanding of Maine Township's IT needs
- Scope and quality of proposed services
- Cybersecurity capabilities
- Help desk and technical support
- Service response times
- On-site support capabilities
- Disaster recovery and backup capabilities
- Qualifications of assigned personnel
- Transition plan
- Technology and monitoring tools
- References
- Pricing
- Overall value
- Ability to provide proactive rather than solely reactive IT services

Maine Township may request interviews, demonstrations, presentations, or additional information from selected proposers prior to making an award.

SECTION 12. PRE-PROPOSAL MEETING / SITE VISIT

A pre-proposal meeting and/or site visit may be held to allow prospective vendors to review the Township's existing IT environment and facilities. Email Administrator Victoria Rizzo at vrizzo@mainetown.com to schedule. All requests to schedule a visit must be sent by October 7, 2026 at 5pm.

Vendors may be provided an opportunity to inspect relevant technology infrastructure and identify questions regarding the Scope of Services.

Any modifications to the Scope of Services resulting from the pre-proposal process will be communicated through an official addendum.

SECTION 13. QUESTIONS AND ADDENDA

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

All questions or communication regarding this RFP shall be submitted to Administrator Victoria Rizzo at vrizzo@mainetown.com by 5PM on October 21, 2026.

Answers to all questions regarding this RFP will be posted on mainetown.com. Vendors are responsible for reviewing all issued addenda prior to submitting a proposal.

SECTION 14. Submission Instructions

PROPOSALS SHALL BE SUBMITTED BY MAIL OR EMAIL NO LATER THAN OCTOBER 23, 2026 at 5:00 P.M (central) TO:

Maine Township
Attn: Clerk's Office
1700 Ballard Rd.
Park Ridge, IL 60068

Email to Victoria Rizzo, Administrator
vrizzo@mainetown.com

When proposals are sent by mail or courier service, the proposer shall be responsible for their delivery to the Township prior to the deadline date and time.

Late proposals may be rejected in the sole discretion of the Township.

SECTION 15. Sample Contract

If the Township decides it is in its best interest to award a contract, it shall be as provided in the professional services agreement ("Sample Contract") attached hereto as Exhibit A. Proposers shall submit any proposed modifications to the Sample Contract at the time the proposer submits its proposal to the Township. Failure to submit proposed modifications to the Sample Contract at the time the proposal is submitted shall be deemed acceptance by the proposer of the Sample Contract's terms and conditions.

EXHIBIT A

DRAFT

PROFESSIONAL SERVICES AGREEMENT FOR MANAGED INFORMATION TECHNOLOGY (IT) SERVICES

This Managed Information Technology (IT) Services Agreement ("**Agreement**") is made and entered into as of the ___ day of _____, 2026 ("**Effective Date**") by and between Maine Township, a body politic and corporate of the State of Illinois with its offices located at 1700 Ballard Road, Park Ridge, Illinois 60068 (the "Township"), and _____ ("**Vendor**"), an [INSERT STATE] corporation with its principal place of business located at _____. (For convenience, the Township and Vendor may be referred to individually as "**Party**" and collectively as "**Parties.**")

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 Vendor agree as follows:

1 Services

Scope of Services. The Township is engaging the Vendor to provide managed IT services ("Services") specified in the Vendor's Proposal set forth in **Exhibit A**, which is attached hereto and made a part hereof, pursuant to the terms and conditions of this Agreement. The Vendor represents it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the Services 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 Vendor's performance of the Services, the Township will pay Vendor pursuant to the price schedule set forth in **Exhibit B**, which is attached hereto and made a part hereof.

2.2 **Invoicing.** Vendor shall submit invoices to the Township for all Services 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 Vendor the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)

2.3 **Records.** The Vendor 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 Vendor for Services performed under the Agreement. The records shall be made available to the Township at reasonable times during the Agreement period, and for three years after the termination of the Agreement.

2.4 **Additional Services.** The Vendor shall not perform or charge the Township for any services outside the scope of this Agreement without the express written authorization of the Township. The Township, in its sole discretion, will determine what services fall outside the scope of this Agreement.

3 **Non Competition and Non Solicitation**

Unless otherwise agreed to between the Parties, each shall not solicit the employment of the other's employees, whether directly or indirectly, as an employee, contractor or Vendor, during the period of the Agreement and for a period of one year after its expiration.

4 **Confidentiality:**

4.1 **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. Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Vendor from a source other than the Township prior to the time of disclosure of said information to the Vendor under this Agreement ("Time of Disclosure"); (ii) becomes publicly known through no fault of Vendor; (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 Vendor or the Township; or (v) to have been supplied to the Vendor 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.

4.2 **No Disclosure of Confidential Information by Vendor.** The Vendor acknowledges that it shall, in performing the Services for the Township under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Vendor shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Township. The Vendor shall use reasonable measures, at least as strict as those the Vendor uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Vendor 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.

5 **Term**

5.1 **Term.** The term of this Agreement shall be for a period of one (1) year from the Effective Date. The Parties may elect to renew the Agreement for two (2) additional 1-year terms, upon terms and conditions agreed to by the Parties in writing.

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

6 **Termination**

6.1 **Termination for Convenience.** Notwithstanding any other provision in this Agreement, the Township may terminate the Agreement, or any renewals thereof, for any reason, upon providing the Vendor at least thirty (30) days prior written notice, unless the Agreement is sooner terminated by the Township because of the Vendor's material breach of the Agreement. In the event this Agreement is terminated by the Township for convenience, the Vendor will only be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to the termination date. The Vendor may terminate the Agreement, but only upon providing at least

thirty (30) days prior written notice to the Township. If the Vendor terminates the Agreement for any reason, the Vendor will assist the Township with transferring or otherwise migrating Township materials created or arising under this Agreement to the Township's new Vendor, without charge.

6.2 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 fifteen (15) 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 Vendor shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination.

6.3 Default. If the Vendor has failed or refused to perform, or has delayed in the performance of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within fifteen (15) calendar days after the Vendor's receipt of written notice of such Event of Default from the Township, 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 Vendor.* The Township may require the Vendor, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Vendor and the Services into compliance with this Agreement.

B. *Termination of Agreement by Township.* The Township may terminate this Agreement without liability for further payment of amounts due or 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 Vendor, 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 Vendor or as a result of actions taken by the Township in response to any Event of Default by the Vendor.

7

Insurance

7.1 Vendor 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 \$5,000,000 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' 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.

7.2 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 Vendor shall provide Township with certificates of insurance, naming as the insured parties thereunder, Township, or its assigns, and Vendor, as their interests may appear. Such insurance may be obtained by Vendor 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 Vendor may, at its cost and expense, prosecute any such claim or contest any such settlement, and in such event Vendor may bring any such prosecution or contest in the name of Township, Vendor, or both, and Township shall cooperate with Vendor and will join therein at Vendor's written request upon receipt by Township of an indemnity from Vendor 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 Vendor's insurance and shall not contribute with it.

If Township have 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, Vendor waives all rights against Township and their officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to Vendor'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 Vendor, its employees, agents and subcontractors.

7.3 Vendor 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 Vendor hereunder, and Vendor 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 Vendor 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 their 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.

8 **Indemnification**

The Vendor shall, without regard to the availability or unavailability of any insurance, either of the Township or the Vendor, 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 Vendor's performance of, or failure to perform, the Services 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 Vendor, except to the extent caused by the sole negligence of the Township.

9 **Warranty**

The Vendor warrants that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized information technology Vendor 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 Vendor shall act as an independent contractor in providing and performing the Services. 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 Vendor; or (ii) to create any relationship between the Township and any subcontractor of the Vendor.

10.2 **Third-Party Beneficiary.** No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation other than the Vendor 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 Vendor 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 Vendor or with any vendor solicited or recommended by the Vendor.

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

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 Vendor 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.** Vendor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services 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 Services, 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. Vendor 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 Vendor's, or its subcontractors', performance of, or failure to perform, the Services 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 Vendor acknowledges and agrees that all trademarks, service marks, logos, tradenames, and images ("Township Materials") provided by the Township to the Vendor for use in performing the Services created by Vendor are the sole and exclusive property of the Township. The Vendor acknowledges that this Agreement is not a license to use Township Materials except as needed to perform the Services hereunder. If applicable, to the extent the Vendor has agreed to obtain and/or license Third-Party Materials on behalf of the Township, the Vendor shall obtain a license for the Township to use the Third-Party Materials as part of the Services for the specified purpose.

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 Vendor in connection with any or all of the Services 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 Vendor 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. 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 either Exhibit A and/or Exhibit B of 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. Vendor 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"). Vendor agrees to timely cooperate with the Township and by produce records responsive to a FOIA request within Vendor's possession or custody to the Township, so the Township may comply with FOIA request within the time limits specified in FOIA. If additional time is necessary to compile records in response to a request, then Vendor 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 Vendor's failure to produce documents or otherwise appropriately respond to a request under FOIA, then Vendor 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 Vendor 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 Conflict of Interest. The Vendor represents and certifies that, to the best of its

knowledge, (1) no Township employee or agent is interested in the business of the Vendor or this Agreement; (2) as of the date of this Agreement neither the Vendor nor any person employed or associated with the Vendor has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Vendor nor any person employed by or associated with the Vendor shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

10.22 No Collusion. The Vendor represents and certifies that the Vendor 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 Vendor 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 Vendor 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 Vendor has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Vendor 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.

10.23 Notice. All notices required herein shall be in writing. For the purpose of this section, notice shall be deemed to have been given on the date when it is placed in the U.S. Mail, or by personal delivery, or by email transmission with verification of receipt.

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

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

With a copy to:

Ancel Glink
Attn: Kurt Asprooth
140 S. Dearborn Street, 6th Floor
Chicago, Illinois 60603
Email: kasprooth@ancelglink.com

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

Vendor Company Name

Attn: Contact Person

Address

City, State, Zip:

Email:

With a copy to:

[Signature Page to Follow]

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.

[INSERT VENDOR NAME]

MAINE TOWNSHIP

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES & VENDOR'S PROPOSAL

EXHIBIT B
PRICING