

070183

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

_____	Resolution or Ordinance (Blue)
_____	Recommendations of Boards, Commissions & Committees (Green)
<u> X </u>	Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: 3/21/2007 (COW)(B of T) Date April 5, 2007

TITLE: A Motion Authorizing Execution of an Agreement with Prescient Development, Inc.
for Technical Support Services.

SUBMITTED BY: Leonard J. Flood, Director of Finance

BACKGROUND/POLICY IMPLICATIONS:

See attached memo from the I.T. Manager

Review (as necessary):

Village Attorney	<u> X </u>	_____	Date	_____
Finance Director	<u> X </u>	<u>Leonard J. Flood</u>	Date	<u>03/21/07</u>
Village Manager	<u> X </u>	<u>W. T. Lichter</u>	Date	<u>3/21/07</u>

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



To: Len Flood
Finance Director

From: Larry McGhinnis
I.T. Manager

Date: March 20, 2007

Subject: I.T. Structure Review

Recently, I.T. issued an RFP for Informational Technology Support Services. Proposals were sent to six firms and two firms responded.

The proposal from Sterling Networks Integration Inc was based on a project by project implementation. They are a small company of 10 employees which does not allow them to assign two people permanently for the Village. Their proposal didn't mention whether they had any expertise in IBM iSeries, Lotus Notes, or Cisco IP Telephony. Therefore, their proposal doesn't meet the necessary requirements requested by the Village.

The firm that provided the best outsourcing solution was Prescient Development, Inc. This is the same company that is presently handling the IT functions for DU-COMM (Village of Lombard's police and fire dispatching center). They also provide contract support services for Village of Glenview and the Village of Glen Ellyn. The Interim Director of IT at DU-COMM indicated to me that she is well pleased with the performance of Prescient and would highly recommend them.

The benefit of Prescient is they will provide two on-site employees but have the expertise of almost 50 other employees, who would be available for specific technical issues at no additional cost to the Village, allowing the Village to move ahead faster on major projects and hardware and software implementation.

It is my recommendation that the Village award a contract to Prescient Development Inc. for IT Technical Support Services in accordance with the terms of the attached agreement. First year costs for the services will be \$318,864.

SERVICES AGREEMENT

This Services Agreement (the "Agreement"), made and entered into on the Effective Date (as defined below) by and between the Village of Lombard, an Illinois corporation ("Lombard"), with its principal place of business at 225 E. Wilson Ave., Lombard, IL 60148, and Prescient Development Inc., an Illinois corporation, with offices at 1025 Mountain Drive, Deerfield, IL 60015 ("Prescient") (Lombard and Prescient being sometimes hereinafter referred to individually as a "Party" or collectively as the "Parties").

WHEREAS, Prescient provides staff augmentation consulting services related to computer network services; and

WHEREAS, Prescient has available a staff of individuals to perform the service obligations set forth more fully in detail herein ("Consultants"); and

WHEREAS, Lombard wishes to have Prescient supply Consultants directly to Lombard and Prescient wishes to provide such Consultants to Lombard;

NOW, THEREFORE, Prescient and Lombard, in consideration of the mutual promises contained herein and other good and valuable consideration given and received, agree as follows:

1. CONSULTANT SERVICES

1.1 During the Term (as defined below) of this Agreement, Prescient agrees to supply Consultants, who shall in all cases be employees of Prescient, to provide for Lombard those services set forth on Attachment A which is hereby made an integral part of the Agreement (the "Services").

1.2 During the Term (as defined below), Lombard may place orders with outside contractors for projects and/or different types of services and activities as needed by Lombard, and in such cases, Lombard agrees to provide Prescient prior written notification of any projects or activities which will overlap with the Services provided by Prescient. If both Prescient and one of Lombard's contractor's are working on separate tasks simultaneously, Lombard hereby agrees to cause its contractors to work in harmony with Prescient's Consultants so as not to cause any delay by Prescient's Consultant's in completing its work obligations hereunder.

Prescient shall not be liable for services, work product, deliverables and/or materials provided by a third Party to Lombard.

1.3 Lombard shall designate to Prescient in writing its authorized representative(s) who shall place requests for Consultants by telephoning, faxing or e-mailing Prescient. For purposes of this Section 1.3, the contact information with respect to any requests made by Lombard to Prescient for Consultants is as follows:

Ms. Kim Lindeman, Controller
Prescient Development, Inc.
1083 S. Salem Drive
Schaumburg, IL 60193
Telephone 847-524-1322
Fax 847-524-1070
Email at klindeman@prescientdev.com

Prescient shall notify Lombard in writing of any changes to the contact information.

1.4 Consultants will report to Lombard management, or the supervisor specified on a Work Order at the prescribed time indicated. Lombard will observe and advise the assigned Consultant in performing the agreed upon duties.

1.5 Lombard acknowledges that Prescient has not agreed to provide services other than Services set forth in Attachment A.

Requests for services and/or activities which are not set forth in Attachment A shall be accompanied by a written description of the project and/or the type of services and activities needed by Lombard ("Work Order"). Prescient shall provide appropriate Consultants to staff Work Order requests at the request of Lombard, but failure to do so shall not be considered a default of the Agreement. The Work Order shall be signed and dated by the Parties. Prescient shall specify in the Work Order the hourly or project rate it shall bill for its Consultants prior to the commencement of any such additional services requested by Lombard.

2. PRICING, INVOICING AND PAYMENT TERMS

2.1 Lombard will pay Prescient for Services rendered by Prescient's employees, at the pricing set forth in Attachment A or at such pricing as agreed upon in a written Work Order requesting services other than Services set forth in Attachment A. The

pricing agreed upon by the Parties in Attachment A, as well as in a Work Order, is confidential and proprietary to Prescient and Lombard, and, except as required by law, or to inform its legal and/or financial advisors, neither Party will divulge or disclose the pricing or billing rates without the prior express written permission of the other Party. In addition to payment for Services, Lombard will reimburse Prescient all pre-approved hardware purchases, expenses charged to Lombard in carrying out its responsibilities and duties hereunder provided, however, upon request of Lombard, Prescient shall submit a statement in reasonable detail reporting such expenditures.

2.2 Prescient will submit invoices to Lombard on a monthly basis with Lombard staff to review and approve or disapprove said requests within five (5) working days of receipt thereof. Lombard shall make payments to Prescient in compliance with the terms of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, et.seq. (the "Act"), and that any payments not received by Prescient in compliance with the Act shall constitute a default hereof entitling Prescient to terminate this Agreement.

Invoices will be submitted for payment by mail delivery to:

The Village of Lombard
255 E. Wilson Ave.
Lombard, IL 60148
Attn: Larry McGhinnis

2.3 Prescient shall report and pay the employer's share of applicable state and local taxes, federal taxes, workers' compensation, FICA, federal unemployment insurance, and the like, with respect to all compensation received by Prescient's employees. Prescient agrees to indemnify and hold harmless Lombard and its officers, agents and employees from and against any liability for premiums, contributions or taxes payable under any workers' compensation, unemployment compensation, disability benefits, old age benefit or tax withholding laws with respect to any of Prescient's employees.

2.4 Lombard has sixty days (60) from receipt of invoice to notify Prescient of any errors or omissions relating to invoices to Lombard for the services of Prescient. Failure by Lombard to

notify Prescient within such time period constitutes waiver of any objections related thereto.

3. RESPONSIBILITIES OF PRESCIENT

3.1 Prescient represents that it is and will be the employer of any Consultants it assigns to Lombard.

3.2 General Duties: Prescient will recruit, interview, select, hire and assign Consultants who, in Prescient's judgment, are best qualified to perform the Services and any additional services pursuant to a valid Work Order. As the employer, Prescient will: (i) maintain all necessary personnel and payroll records for its employees; (ii) calculate their wages and withhold taxes and other government mandated charges, if any; (iii) remit such taxes and charges to the appropriate government entity; (iv) pay net wages and fringe benefits, if any, (e.g., vacation and holiday pay) directly to its employees; (v) provide for liability insurance as specified in this Agreement; (vi) provide workers' compensation insurance coverage in amounts as required by law; and (vii) abide by Lombard's policies and procedures with respect to the observance of holidays, workweek, dress code and requests for vacation time. Lombard shall provide all Consultants with a copy of the current Lombard policies and procedures in these areas prior to the reporting to Lombard management. In addition, Lombard agrees to provide Consultants with all amendments to such policies and procedures as soon as they become available.

3.3 Confidentiality: Prescient agrees that it and its Consultants assigned to Lombard will not use or disclose any information learned during the performance of this Agreement relating to the business of Lombard which is confidential (including without limitation all proprietary information and trade secrets) for any purpose other than performing the Services under this Agreement.

3.4 Orientation: Lombard is responsible for ensuring that Consultants assigned by Prescient attend orientation meetings regarding procedures and expectations of Lombard relating to the services provided by Prescient's Consultants.

3.5 Reports and Information: As reasonably requested by Lombard, but in no event more frequently than bi-weekly, Prescient

will provide Lombard with status reports of the Services rendered and Work Orders hereunder. Prescient will provide to Lombard such reports and information as Lombard may require from time to time relating to Prescient's performance under this Agreement.

3.6 Compliance: Prescient and all Consultants assigned by Prescient shall comply with all applicable laws, regulations, orders, ordinances, codes and standards, including identification and procurement of required permits, certificates, approvals and inspections, insurance coverage (including workers' compensation), proper withholding and submission of social security and income taxes and any other laws, which subsequently become applicable to Prescient or to Prescient's employees or agents, in performance under this Agreement.

3.7 Prescient shall fill requests for skill levels only and not individuals. Should Lombard become dissatisfied with the performance of a Consultant, Lombard shall notify Prescient with details of the unsatisfactory performance and Prescient shall make every effort to replace that person as soon as reasonably practical, but no later than twenty (20) business days following Lombard's request. It is the Parties desire to provide the best possible climate for achievement of the goals of both Parties. In order to maintain an atmosphere where these goals can be accomplished, the Parties recognize and agree that communications will be open so that problems can be discussed and resolved in a mutually respectful atmosphere taking into account individual circumstances and the individual Consultant. The Parties believe that by communicating with each other, any difficulties that may arise will be resolved.

4. TERM AND TERMINATION

4.1 This Agreement shall be deemed to have commenced on the Effective Date and shall continue for a period of five (5) years (the "Term") or until terminated as hereinafter provided. For purposes hereof, the Effective Date means the date on which the Lombard Board of Trustees adopts and approves the Agreement, as set forth under the signature lines on behalf of Lombard on page twelve (12) of this Agreement.

4.2 Both Prescient and Lombard shall have the right to immediately terminate this Agreement in whole in the event of any

material breach of the obligations set forth in this Agreement by the other Party, other than Lombard's failure to pay Prescient's invoices in accordance with the provisions of Section 2.

4.3 Prescient shall have the right to immediately terminate this Agreement in whole in the event Lombard fails to pay Prescient's invoices in accordance with the provisions of Section 2 by providing five (5) business days prior written notice to Lombard of its intent to terminate this Agreement pursuant to the provisions of this Section 4.3.

4.4 After ninety (90) days following the commencement of Services, either Party shall have the right to terminate this Agreement for any reason by providing the other Party with ninety (90) days advance written notice thereof.

4.5 In the event of termination of this Agreement, Prescient will remove its Consultant's from performing Services from and after the date of termination, however, with respect to current Work Orders, each Consultant will continue the assignment through the period of time referenced on such Work Order unless it is determined there is a failure to perform the job function required, or the assignment has terminated for other reasons, provided, however, Prescient may remove its Consultants from assignment at Lombard prior to completion of assignment if the reason for termination was Lombard's failure to pay Prescient in accordance with the provisions of Section 2.

4.6 Each Party agrees that during the Term and for a period of two (2) years thereafter, neither Party shall solicit for employment, or attempt to hire any employee or other personnel of the other Party, without the prior express written consent and approval from an officer of the other Party.

5. RELATIONSHIP OF THE PARTIES

At all times during the term of this Agreement Prescient shall retain its independent status, and Prescient and its Consultants are and shall at all times be independent contractors to Lombard. The consultants assigned to Lombard under this Agreement shall remain employees of Prescient and shall not by reason of their assignment to Lombard become employees of Lombard.

6. INSURANCE

Prescient will procure and maintain insurance during the entire term of this Agreement, and upon request shall provide Lombard with a certificate of such insurance which names Lombard, and its officers, agents and employees as additional insureds, covering the following risks:

- (i) Commercial General Liability -- \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate;
- (ii) Worker's Compensation -- Statutory Limits;
- (iii) Employer's Liability -- \$1,000,000.00;
- (iv) Umbrella Liability -- 1,000,000.00; and
- (iv) Auto Liability - \$1,000,000.00 hired and non-owned motor vehicle coverage.

If Prescient's certificate of insurance or policy of insurance expires, or is cancelled during the Term of this Agreement, or is materially modified, Prescient shall so advise Lombard. Prescient shall furnish evidence of coverage prior to any services being performed at Lombard, in the form of a Certificate of Insurance which names Lombard, and its officers, agents and employees, as additional insureds. Lombard shall maintain insurance and/or otherwise assume the entire risk of loss for and damage to all Lombard equipment and any risks, including monetary damages and losses which may arise due to acts of God and any circumstances that are beyond Prescient's reasonable control.

7. INDEMNIFICATION

Subject to the limitations as hereinafter set forth, Prescient assumes and agrees to indemnify and save harmless Lombard and its respective officers, agents and employees from any liability and expenses with respect to claims for bodily injury or death or property loss or damage by whomsoever such claim may be asserted which claims are based in whole or in part upon any negligent or intentional act or omission on the part of Prescient, its agents, servants, or employees in providing Services, or any additional services pursuant to a valid Work Order.

Lombard will promptly notify Prescient of the assertion of any claim related to this indemnification so as to permit Prescient reasonable time within which to notify its insurers of such claim,

and the tender of the defense thereof by Prescient.

Regardless of whether any remedy set forth herein fails of its essential purpose, in no event shall either Party be liable for any incidental, special, exemplary, punitive, consequential, indirect or similar damages whatsoever, (including without limitation, damages for any loss of business profits, business interruption, loss of business information or data or any other pecuniary loss) under or in connection with this Agreement, regardless of how characterized and even if such Party has been advised of the possibility of such damages.

However, Prescient will be liable for theft of Lombard property by a Prescient employee and unauthorized use of any Lombard purchasing card by a Prescient employee, up to the limits of insurance as set forth in this Agreement.

8. NOTICES

Except as provided in Section 1.3, any notices or demands, which may be or are required, to be given by either Party to the other under this Agreement shall be in writing, and all notices, demands and payments required to be given or made hereunder shall be given or made either: (a) by hand delivery; or (b) by United States certified mail, postage prepaid addressed to Prescient or Lombard, respectively, at the following addresses, or at such other place as Prescient or Lombard may from time to time designate in writing:

If to Lombard:

The Village of Lombard
255 E. Wilson Ave.
Lombard, IL 60148
Attn: Larry McGhinnis, IT Manager

If to Prescient:

Prescient Development, Inc.
1025 Mountain Drive
Deerfield, Illinois 60015
Attn: James Lagattuta, President

All notices, demands and payments will be deemed to be received:
(i) if given by hand delivery, when delivered in person; or (ii) if

given by certified mail, four (4) business days after deposit in the United States mail.

9. INJUNCTIVE RELIEF

9.1 If any action is brought by a Party for the violation of any of the covenants in Sections 2, 3 or 4 of this Agreement, the other Party acknowledges and agrees that because of the immediate and irreparable injury which would be sustained by such Party if such violation were to continue, an order may be entered enjoining the other Party from violating any such covenant, either temporarily, preliminarily or as a part of a final judgment in the litigation, all without a requirement that such Party post bond. If contrary to this provision, a court shall require a Party to post bond in connection with the entry of an injunctive order, the Parties agree that such bond shall be without surety, and may stand as such Party's own undertaking. A Party's application for injunctive relief shall not prejudice any other claim or cause of action which such Party may pursue by reason of the violation of these covenants, nor shall it prejudice such Party's right to maintain any other claim or cause of action under this Agreement.

9.2 In the event of any legal proceeding brought by a Party regarding Sections 4.6 of this Agreement, the other Party agrees to pay to such Party all costs, including reasonable attorney fees, court costs and ancillary expenses incurred by such Party in enforcing its rights hereunder. In the event of any legal proceeding brought by a Party regarding Sections 2, 3 or 4 (other than 4.6) of this Agreement, the other Party agrees to pay to such Party all costs, including reasonable attorney fees, court costs and ancillary expenses incurred by such Party in enforcing its rights hereunder, provided the Party bringing such legal proceedings obtains a judgment in its favor in relation thereto pursuant to an order of the court. If litigation is necessary to enforce the covenants contained in Sections 2, 3 or 4 of this Agreement, both Parties agree to submit to the jurisdiction of the Courts of the State of Illinois and agree that exclusive venue shall be proper in the Circuit Court of DuPage County, Illinois.

9.3 The Parties further agree that the provisions of Sections 2, 3, 4, and 7 of this Agreement shall survive the termination of the Agreement.

9.4 If any provision contained in Sections 2, 3 or 4 of this Agreement shall be determined by any court of competent jurisdiction to be unenforceable as a consequence of imposing overly broad restrictions, such restrictions shall be interpreted as broadly as permissible, and such unenforceability shall not affect any other provision of this Agreement.

10. MISCELLANEOUS

10.1 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties hereto and their respective successors and assigns. This Agreement shall not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party, without the prior express written consent of the other, may assign this Agreement, or delegate the performance of all or part of its obligations and duties hereunder, to an Affiliate (provided the assigning or delegating Party guaranties the Affiliate's performance) or to any successor to all or substantially all of its interest in the business to which this Agreement relates, provided, however, in such event, the Party seeking assignment of this Agreement shall notify the other Party of its desire to assign the Agreement. Under such circumstance, the other Party shall have thirty (30) days from the date of notice within which to notify the Party desiring to assign the Agreement of said non-assigning Party's election to terminate this Agreement.

As used herein, "Affiliate" of a Party shall mean any corporation or other business entity controlled by, controlling or under common control with such Party.

10.2 Governing Law. The terms of this Agreement shall be construed and take effect in all respects in accordance with the laws of the State of Illinois. The exclusive jurisdiction for all claims and controversies arising hereunder shall be the Circuit Court of DuPage County, Illinois.

10.3 Compliance with Laws. In the performance of this Agreement, each Party agrees to comply with all applicable laws, rules, and regulations.

10.4 Severability. The terms of this Agreement are separate and divisible. A conclusion of law that one or more provisions are

void or voidable will not void the entire Agreement. Wherever possible, the terms of this Agreement shall be interpreted and construed so as to permit its enforceability.

10.5 No waiver. No waiver of a breach of any provision of this Agreement shall be construed as a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed as a waiver of such breach.

10.6 Force Majeure. Neither Party to this Agreement shall be liable for its failure to perform hereunder due to circumstances beyond its reasonable control, or if performance hereunder is prevented, restricted or interfered with by reason of any acts of war, insurrection, fire, flood, tornado, natural calamity, strike or other labor activities, or because of any law or government regulation, then that Party shall be excused from such performance to the extent of the "force majeure." The Party so affected shall give prompt notice to the other Party, by any method appropriate under the circumstances. The Party so affected shall use its best efforts to avoid or remove the "force majeure," and shall further continue on and use its best efforts to complete full performance of this Agreement when such causes are removed.

10.7 Survival. Any respective obligations of Lombard or Prescient hereunder which by their nature would continue beyond the termination or expiration of this Agreement shall survive such termination or expiration.

10.8 Complete Understanding. This Agreement and Attachment A constitute the entire agreement between the Parties, superseding any prior understandings, arrangements or agreements whether in writing or oral. Any amendment or modification or other change in the provisions of this Agreement must be made in writing and signed by both Parties to be effective.

10.9. Headings. The headings and titles used herein are for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision hereof.

10.10 Drafting. The Parties have had an equal opportunity to participate in the drafting of this Agreement and Attachment

A. No ambiguity will be construed against any Party based upon a claim that the Party drafted the ambiguous language.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below, to be effective as of the date first set forth above.

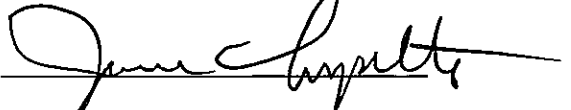
THE VILLAGE OF LOMBARD
an Illinois municipal corporation

By: _____
William J. Mueller,
Its: Village President

ATTEST: _____
Brigette O'Brien
Its: Village Clerk

Date: _____

PRESCIENT DEVELOPMENT, INC.
an Illinois corporation

By:  _____
Its: COO & CFO

ATTEST:  _____
Its: Secretary

Date: 3-21-07

ATTACHMENT A

Attachment to Services Agreement

In accordance with the Services Agreement (the "Agreement"), made and entered into on the Effective Date (as defined in the Agreement) between **Prescient Development, Inc.** ("Prescient") with its principal offices and business at 1025 Mountain Drive, Deerfield, IL 60015 "Prescient") and the **Village of Lombard** ("Lombard") with its principal place of business at 255 E. Wilson Ave., Lombard, IL 60148, this Attachment A is an integral part thereof.

Prescient Resources

Prescient will provide the following resources over the term of this Agreement.

- Core Resources

<u>Resource Type</u>	<u>Number of Resources</u>
Senior Network/Server Engineer	1
Administrator / Helpdesk	1

- Additional Resources

<u>Remote Resource Type</u>	<u>Number of Resources</u>
Senior Server, WAN, Security Engineer	Incl.
Senior Server	Incl.

- Unless otherwise agreed upon by Prescient and Lombard, all day to day support is to be accomplished on site Monday through Friday. Outsourcing on a fixed bid basis includes 24 x 7 emergency network support by the core resource defined above at no extra charge. All additional projects outside the scope of the Agreement and this Attachment A will continue to be bid to Lombard on a per project basis.

Additional Resource Rate Structure

At the request of Lombard, Prescient may provide additional resources outside the scope of this Agreement to Lombard for non-project based short-term tasks. Prescient will provide these tasks to Lombard based on the following Time and Material rates.

<u>Resource Type</u>	<u>Time and Material Rate</u>
Network Administrator	\$100/Hour
Senior Network/Server Engineer	\$125/Hour
WAN/Firewall/Security Engineer	\$150/Hour

Prescient will review long term services and tasks or specific projects and propose them on a per project basis.

Agreement Reviews

Lombard and Prescient Development will schedule and perform the following Agreement reviews:

- Quarterly Task List Review
 - List all Current Tasks and their status
 - Define New Tasks and Priorities
- Annual Contract Review

Agreement Dates and Payment Schedule

The Agreement to perform services will run over a **sixty (60) month contract period**. Annual cost of services defined below is \$ 318,864.00. Over the course of the project monthly payments will be made to Prescient at the beginning of each month for services to be provided during the month.

The proposed Agreement start date is March 16, 2007 and the Agreement end date would be March 15, 2012. Payments for the contract will be paid as follows:

	Total
March 16, 2007	\$ 26,572.00
April 16, 2007	\$ 26,572.00
May 16, 2007	\$ 26,572.00
June 16, 2007	\$ 26,572.00
July 16, 2007	\$ 26,572.00
August 16, 2007	\$ 26,572.00
September 16, 2007	\$ 26,572.00
October 16, 2007	\$ 26,572.00
November 16, 2007	\$ 26,572.00
December 16, 2007	\$ 26,572.00
January 16, 2008	\$ 26,572.00
February 16, 2008	\$ 26,572.00

1st Year - \$ 318,864.00

Years 2 thru 5 of the contract will follow the above referenced payment schedule. However by agreement of the parties the annual amount may be increased or decreased at the Annual Contract Review based on a reassessment of resources, changing market conditions or cost of living (COLA), or addition of new projects. An Annual Contract Review shall take place on a date that is no less than 90 days prior to the Agreement Anniversary Date. The Agreement Anniversary Date means the anniversary of the Effective Date of the Agreement.

Scope of Work (Changes to Scope of Work will be mutually agreed upon)

A. IT Transition Services

I. Infrastructure

- a. Review, Define and Implement
 - i. Infrastructure Devices
 1. Switch
 - a. Back Plane definition
 - b. Server through put requirements
 - c. Workstation throughput requirements
 2. VPN Device
 - a. VPN Connectivity

- i. Number of connections
 - 1. Current
 - 2. Future
 - ii. Site to Site VPN
 - iii. User VPN
 - b. Throughput requirements
 - ii. VTP
 - 1. Domain definition, management and implementation
 - iii. STP
 - 1. Define all port usage
 - a. Network Infrastructure devices
 - b. Servers
 - c. Workstations
 - 2. Define "Port Fast" ports
 - 3. Define Master Root paths between infrastructure devices
 - iv. VLAN
 - 1. Define VLANs required within the VTP domains
 - a. Management
 - b. Server Environment
 - c. Legacy Application Environment
 - 2. Define separate and distinct Cisco management VLAN
 - 3. Define VLANs allowed on individual switches
 - v. Trunking
 - 1. Define standard VLANs allowed on all switches
 - 2. Define VLANs to be excluded from specific switches
 - vi. Routing
 - 1. Define Routing Protocol(s) to be used
 - 2. Define Routing locations for redundancy
 - vii. Security
 - 1. Define Security Standards for usage between
 - a. Internet accessible devices
 - b. VPN connections
 - i. Business Unit Connections
 - ii. Extranet Partners
 - iii. Remote Users
 - 2. Define filtering applications to be used
 - a. Web and Protocol filtering
 - b. Email virus and spam filter
 - i. i.e. Secure Pipe, Razorgate, Ironport
- b. LAN configuration
 - i. Operating Systems and Start-up Configuration
 - 1. Standardize IOS on all Switches
 - ii. STP
 - 1. Configure "Port Fast" on appropriate switch ports
 - 2. Standardize on single manufacture platform
 - a. Remove all SOHO Hubs, Switches etc.
 - b. Install new Cisco Switches where necessary
 - iii. VLAN
 - 1. Migrate all devices on to new management VLAN
 - 2. Configure appropriate VLANs per switch
 - 3. Configure VLAN blocking and prioritization
 - iv. Trunking
 - 1. Configure 802.1Q Trunking for all Trunk Ports
 - 2. Configure VLAN blocking
 - v. Routing
 - 1. Configure Routing on Core Switches and Routers
 - 2. Eliminate Routing at all other L3 devices
 - 3. Eliminate Routing at Server devices

- vi. Miscellaneous
 - 1. resolve all Log errors
 - a. Duplicate IP Addresses
 - b. Port configuration issues
 - i. Duplex mismatch
 - ii. Speed mismatch
 - iii. Incorrect STP configuration
 - c. Incorrect IP Addressing
 - d. Incorrect naming conventions
- c. Security
 - i. Internal
 - 1. Create Switch and Router ACLs
 - a. Limit Management of infrastructure devices
 - 2. Configure Remote Connectivity Security
 - a. VPN Devices
 - b. Remote Site VPN connections
 - c. Remote User VPN Connections
 - ii. Internet
 - 1. Review necessity for failover / redundant Firewall solution
 - 2. Define industry standard firewalls
 - 3. Standardize Firewall configurations
 - a. Define specifically allowed Nat groups
 - b. Define appropriate Global IP Ranges
 - c. Minimize excessive entries
 - i. NAT
 - ii. PAT
 - iii. Object-Groups
 - d. Legal IP Ranges
 - i. Remove all legal IP Addresses from the internal network
 - ii. Assure all devices are on separate external switch for external Internet device connectivity
 - e. Mail Devices
 - i. Place gateways for all mail Servers in DMZ
 - ii. Place Outlook Web Access in DMZ
 - f. Filtering Devices
 - i. Install Mail filter in Internet DMZ
 - ii. Install web filtering in Internet DMZ
 - g. Internet Accessible devices
 - i. Define all services currently being provided
 - ii. Eliminate all access directly to the internal network
 - 1. Move all externally accessible service to servers in the Internet DMZ
 - 2. Move VPN and ACS devices to an Internet DMZ
 - a. Define all VPN connections
 - b. Define multiple access profiles for VPN users
 - c. Allow remote connectivity only through secure VPN connectivity
 - iii. Eliminate all unsecured remote access direct to internal network (Terminal Services)

- h. Configure SNMP correctly
- 4. Work with Service Providers to Standardize Internet Routers
 - a. Apply ACLs to external routers to eliminate external access
 - b. Apply ACLs to limit inbound connectivity to specific protocols and destinations

II. Servers

d. Design

- i. Active Directory Services
 - 1. Partitions
 - a. Define Partitions
 - b. Define number of servers configured as
 - i. Domain Controllers
 - ii. Global Catalog
 - ii. Define password policy
 - 1. Length and characters
 - 2. Time between expirations
 - 3. Lock out procedures
 - 4. Procedures to disable user ids
 - iii. Email
 - 1. Mail routing, SPAM and Antivirus appliance
 - a. Research Secure Pipe, Razor Gate and Ironport devices
 - b. Obtain cost for Lombard environments
 - iv. Backup
 - 1. Review existing OS and data partition sizes to determine full backup storage space requirements
 - 2. Determine total number of devices and network connectivity issues of devices being backup to determine backup speeds across networks
 - 3. Define backup strategy
 - v. Application Support
 - 1. Based on Strategic Application Management definition
 - a. Review applications requirements
 - i. Workstation
 - 1. OS
 - 2. Hardware requirements
 - 3. Additional Software requirements
 - ii. IT environment
 - 1. Backend Server
 - a. OS
 - i. Requirements
 - ii. Recommendations
 - b. Hardware
 - i. CPU
 - ii. Memory
 - iii. Disk Space
 - 2. Connectivity
 - a. Protocols
 - b. Bandwidth
 - c. Segmentation
 - b. Define systems requirements of desired applications
 - i. Servers
 - ii. Infrastructure
 - vi. Server OS environment

1. Determine appropriate Server OS environment based (2003)
 - a. Applications
 - i. In use
 - ii. Those desired
 - b. Systems requirements
 - c. Systems support required
 - i. Technical staffing support
 - ii. Hardware availability
 - iii. Software availability
 - d. Systems stability
 - i. Clustering
 - ii. Load balancing
 - iii. Support availability
 2. Develop upgrade or migration strategy (if necessary)
- e. Configuration
- i. Update to most current version of Service Packs
 - ii. Implement new Directory structure
 1. Implement new domain controllers
 - a. Demote Mail Server
 - b. Remove Fax Server application from PDC
 2. Implement new directory service and schema for 2003
 3. Implement partition configuration
 4. Implement limited replication scheme
 5. Implement Search Order Policy
 - a. Object
 - b. Container
 - c. Group
 6. Remove unnecessary or obsolete objects from the tree
 - iii. Email
 1. MS Exchange
 - a. Install Anti-Virus solutions
 - i. Gateway
 - ii. Server Software
 1. OS
 2. Mail Store
 - iv. IP Addressing - Static and Dynamic Host Configuration Protocol (DHCP)
 1. Re-configure existing DHCP scope information to eliminate all WINS configurations
 2. Eliminate all references to WINS in static
 3. Configure Lease times to default 3 day configuration
 4. Standardize all DHCP scope options
 - a. Router
 - b. DNS
 - c. SLP Servers
 - d. Domain Name
- f. Security
- i. Antivirus
 1. Implement configuration of enterprise antivirus solution updates all servers and workstations
 - a. Install AV on all Servers
 - b. Install AV on all Workstation
 - c. Configure automated system updates
 - ii. DMZ Server Configuration
 1. Internet Servers
 - a. Place all servers requiring direct access from the Internet in to the DMZ
 - b. Remove all banners from Internet servers

- 2. Email
 - a. Place SPAM and Antivirus/ email routing device in DMZ
 - b. Place all Mail and Web Server on internal network without access from the Internet.
- 3. Internet URL Filter
 - a. Define Filtering requirements
 - i. Place Web Filter in DMZ
 - ii. Allow access from Lombard networks
 - iii. Deny routing to internal networks
- iii. Internet URL Filtering
 - 1. Assure filtering of all categories including
 - a. Adult content
 - b. PG
 - c. Peer to Peer
 - 2. Configure Protocol Filtering
 - a. Streaming
 - b. Chat
 - c. Third party email
 - d. MALware
 - 3. Eliminate Exclusions
 - a. IP Ranges
 - b. Specific IP Address
 - c. Specific Users
 - 4. Configure filtering reporting
 - a. Create all standard reports
 - b. Automatically send reports to DuPage Public Communications Center management
- g. Management
 - i. Perform regular maintenance
 - 1. Backup all server devices
 - a. OS Partitions
 - b. Directory
 - c. Data Partitions
 - d. Media Types
 - i. Tape
 - ii. Disk
 - 2. Database
 - a. Database File System Consistency Checks
 - b. Compression, etc.
 - 3. Directory Service
 - a. Perform weekly DS maintenance
 - b. Assure complete backup of DS and OS information
- III. Helpdesk and Desktop Management
 - h. Design -
 - i. Helpdesk Management Application
 - 1. Define Helpdesk Management standards
 - a. Ticket categories
 - b. Priorities
 - c. Resource assignment definitions
 - 2. Define Event and Escalation policies
 - a. Time before escalation
 - b. Specific categories
 - c. Who to escalate too
 - 3. Define Helpdesk Management Reporting policies
 - a. Reports to automatically generate
 - b. Technician and manager notification email distribution lists
 - ii. Patch Management

1. Microsoft
 - a. Install and configure WSUS
 - i. Automate critical updates
 - ii. Define Services Pack and Enhancement update standards
 - i. Configuration
 - i. Helpdesk management database
 1. Purchase and Install helpdesk management application - if necessary
(note: application costs to be provided)
 2. Install/Configure Web Interfaces
 - a. Web Management
 - b. Web Ticket entry
 3. Database configuration
 - a. Category definitions
 - b. Available resources
 - c. Escalation procedures
 4. Install and Configure Reporting
 - a. Configure reports to be send daily, weekly and monthly
 - b. Configure technician reports
 - i. Outstanding issues
 - ii. Opened Issues
 - iii. Resolutions
 - c. Configure Manager Reports
 - i. Total Tickets Opened
 - ii. Total Tickets closed by technician
 - iii. Total Tickets outstanding
 - iv. Etc.
 - ii. Install SQL server database
 1. Install helpdesk management database on SQL
 2. Create additional databases for other departments wishing to use helpdesk management functionality
 - j. Security
 - i. Maintain antivirus solution used for workstations
 - ii. Install and automate Microsoft Patch Management Solution for all critical updates
 1. Microsoft Server
 2. Workstations
 - iii. Workstation Policies
 1. Remove administrative user rights from local profiles
 2. Implement standard security policies across workstations
 - k. Management
 - i. Configure Asset Management of Workstations
 - ii. Configure Software Inventory management
- IV. Monitoring
1. Research SNMP Management Application
 - i. Install and configure
 - ii. Monitor Server Services
 1. Mail Servers
 2. Processor and Memory Utilizations
 3. Server Data Storage
 - iii. Configure Notification and Alerts
 1. Technicians
 2. Managers
 - iv. Configure SYSLOG server for accumulation of all infrastructure device log data
 - v. Import SNMP MIBs for Infrastructure and Server devices

- m. Physical IT Assessment
 - i. Periodically and on completion of major tasks perform system analysis to determine increased security, stability and performance of the environment
 - 1. Sniffer Analysis
 - 2. Beyond-IP Vulnerability Scans
 - 3. Penetration testing

B. Day to Day Services

I. Infrastructure

- a. Manage Switches and Internet Routers
 - i. Monitor Routers and Switch for Performance
 - 1. Daily Monitor Processor Utilizations
 - 2. Daily Monitor Memory Utilizations
 - 3. Daily Monitor Service Provider Circuit Utilizations
 - 4. Daily Monitor IP Routing Tables
 - 5. Daily Monitor BGP Routing Tables
 - 6. Daily Monitor VLAN Switch Configuration
 - ii. Maintain IOS and Configurations
 - 1. Backup and Maintain Configuration Files
 - 2. Backup and Maintain IOS Versions
 - 3. Update IOS quarterly
 - 4. Update Router Configurations
 - 5. Update Cisco Switch VLAN configuration
 - a. Maintain VLAN configuration
 - b. Add additional VLAN's
- b. Manage DMZ Configuration
 - i. Install all local servers requiring public address into DMZ
 - ii. Daily Monitor DMZ Port Access from Internet
 - 1. Review Port Assignments
 - 2. Add, Move and Change Servers and Port Assignments as Business Units modify their local networks
- c. Manage Firewall and Security
 - i. Use SNMP Monitor for monitoring of all network utilizations and system uptime. Monitor SNMP Traps
 - ii. Modify Cisco Firewall and Router configurations as required by system reports
- d. Update Firewall IOS Quarterly
- e. Configuration, installation and support of additional Routers and Switches will be provided as part of the day to day support services as long as it can be completed within the time frame requested by the existing onsite contracted technicians.

Note: Any additional resources required to meet increased time frames will be completed on a Time and Material Basis over and above the "Daily Support Contract".

Configuration, installation and support of additional Local Loops, Frame Relay, IP Backbone, and other Network connections beyond the existing T-1 connection may be completed on a Time and Material Basis over and above the "Daily Support Contract".

II. Server Support

- a. Maintenance of Servers *
 - i. Monitor System Resources on each server
 - ii. Processor Utilization
 - iii. Memory Utilization
 - iv. Disk Space

- v. Network Connectivity
- vi. Network Utilization
- vii. Monitor Email and Web Sites Response Time
- viii. Monitor Server Up-Time
- ix. Monitor Server Security Access
- x. Monitor Daily Backup Operations on each server
 - 1. Check Backup Logs
 - 2. Correct and Backup Errors
 - 3. Maintain Tape Library of Backup Tapes
 - 4. Clean Backup Drive
- xi. Monitor and Correct Operating System Errors on each server
 - 1. Application Log Errors
 - 2. Service Log Errors
- xii. Review, Download and Install Microsoft Service Packs as necessary for each server
- xiii. Review, Download and Install Microsoft Security Updates as necessary for each server
- xiv. Review, Download and Install Antivirus Updates Daily for each server
- b. User Administration
 - i. Add, Change and Delete Users to Corporate Servers
 - ii. Maintain Security and Authentication standards for Server Users
 - iii. Add, Change and Delete File and Share Permissions for Server Users
 - iv. Monitor Security Log for user violations
- c. Manage SQL Databases
 - i. Oversee Database Maintenance Jobs
 - ii. Move/Adjust SQL Tables
 - iii. Monitor Queries
 - iv. Monitor Database Response Time
- d. Additional Server support (including installation of new servers, migration of other servers, re-installation and/or upgrading of existing servers) to be provided as part of the day to day support services as long as it can be completed within the time frame requested by the existing contracted onsite technicians. Any additional resources required to meet increased time frames will be billed on a Time and Material Basis over and above the "Daily Support Contract" or added as an addendum to the "Daily Support Contract".

❖ Note: Server management, support and administration defined above includes support for the Cisco IP Telephony system.

III. Helpdesk Management

- a. Provide Helpdesk Support
 - i. PC, Workstations, Laptops, Peripherals
 - 1. PC OS Maintenance and Support
 - a. MS Windows (All Versions)
 - b. MS Office Suite Support (All Versions)
 - 2. Hardware Installation, Upgrades and Maintenance
 - 3. Software Installation, Upgrades and Maintenance
 - ii. Security
 - 1. Monitor, Install and Upgrade Antivirus/Spyware Removal applications
 - 2. Create, Monitor and Maintain Security Profiles by department
 - iii. Imaging

1. Develop and Maintain Standard Workstation Builds by department
- b. Maintain and Support "TrackIT" Helpdesk Management Database
 - i. Create Helpdesk Ticket for all tasks to be completed
 - ii. Monitor Helpdesk Ticket Completion
 - iii. Maintain Helpdesk Ticket Survey of performance

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below, to be effective as of the date first set forth above.

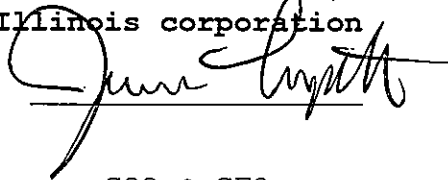
THE VILLAGE OF LOMBARD
an Illinois corporation

By: _____

Its: _____

Date: _____

PRESCIENT DEVELOPMENT, INC.
an Illinois corporation

By:  _____

Its: COO & CFO

Date: 3-21-07