

#468

Clerk's Contract and Agreement Cover Page

Year: 2010

Legistar File ID#: 2009-0609

Multi Year: ☒

Amount \$6,067.00

Contract Type:

Services

Contractor's Name:

Automated Technology Solutions (ATS)

Contractor's AKA:

Execution Date:

12/22/2009

Termination Date:

12/31/2010

Renewal Date:

12/31/2010

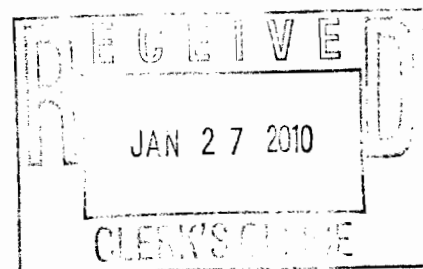
Department:

Administration/MIS

Originating Person:

Mary Klinger

Contract Description: Internet Portal System - W2, 1099R, PayStub



Monday, January 18, 2010

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

January 25, 2010

Mr. Mark Richier
American Technology Solutions
1212 S. Naper Blvd
Suite 119-201
Naperville, Illinois 60540

RE: *NOTICE TO PROCEED*
Internet Portal System – W2, 1099R, Paystub

Dear Mr. Richier:

For your records, I have enclosed one (1) original executed contract dated December 22, 2009 for the Internet Portal System (W2, 1099R, Paystub).

It is my understanding that the Village of Orland Park is still waiting receipt of Certificates of Insurance. Once received, we will issue a Purchase Order and authorize payment.

Please contact Mary Klinger at 708-403-6190 regarding work related to this contract.

All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Mary Klinger

VILLAGE OF ORLAND PARK
Internet Portal System – W2, 1099R, PayStub
(Contract for Services)

This Contract is made this **22nd day of December, 2009** by and between The Village of Orland Park (hereinafter referred to as the “VILLAGE”) and American Technology Solutions (hereinafter referred to as the “CONTRACTOR”).

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the “PARTIES,”) the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the “CONTRACT DOCUMENTS”) however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract’s provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

This Contract

The Terms and Conditions

The Proposal for W2 submitted by Contractor on November 10, 2009, to the extent it does not conflict with this contract.

The Proposal for 1099 submitted by Contractor on November 17, 2009, to the extent it does not conflict with this contract.

The Proposal for PayStub submitted by Contractor on December 15, 2009, to the extent it does not conflict with this contract.

All Certifications required by the Village

Certificates of insurance

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

- *American Technology Solutions (ATS) is an online Pay Stub and W-2 service that is a secure easy-to-use web-based solution that provides employees with 24 hour access to their direct deposit pay stubs, 1099R's and W-2s from anywhere and at anytime. ATS is providing setup and online hosting for one year for 2009 W2s and 1099Rs, as well as, setup and hosting of PayStubs per attached proposals*

(hereinafter referred to as the “WORK”) and the VILLAGE agrees to pay the CONTRACTOR

pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described services:

W2:

▪ Database load and W2 production and test file	\$ 50
▪ W2 Datamap	\$ 250
▪ Hosting and Storage W2	\$ 200
▪ EFW2 SSA W2 electronic filing	\$ 250
▪ EFW2 state filing	\$ 150
▪ Online W2 access (assume 50% or 600)	\$.40 each
▪ Print and Mail W2s (assume 50% or 600)	\$.89 each

1099R:

▪ Database load and 1099R production and test file	\$ 50
▪ 1099R Datamap	\$ 250
▪ Hosting and Storage 1099R	\$ 200
▪ Online 1099R access	\$.40 each
▪ Print and Mail 1099R	\$.89 each

PayStub:

Onetime Fees

▪ Custom Client Login Page	\$ 750
▪ Online Payroll Deposit Advice Development	\$ 500

Ongoing Fees

▪ PayStub Hosting Fee	\$.15 each
▪ Email Notification	\$.01 each

Optional Services may be added as deemed necessary at the rates stated on the relevant proposal.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence upon receipt of a Notice to Proceed and continue expeditiously until final completion or January 31, 2010 for W2 and 1099R info, whichever date occurs first; and final completion or March 31, 2010 for PayStub info setup, whichever occurs first. W2 and 1099R processing are a one-time service per year, while PayStub processing is continuous throughout the year. This Contract shall terminate on December 31, 2010, but may be automatically renewed upon anniversary date for four (4) additional one year terms; however, the contract may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONTRACTOR shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONTRACTOR and all subcontractors

shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONTRACTOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the VILLAGE:	To the CONTRACTOR:
Denise Domalewski	Mark Richier
Contract Administrator	Account Manager
Village of Orland Park	American Technology Solutions
14700 South Ravinia Avenue	1212 S. Naper Blvd, Suite 119-201
Orland Park, Illinois 60462	Naperville, Illinois 60540
Telephone: 708-403-6173	Telephone: 630-548-1970
Facsimile: 708-403-9212	Facsimile: 630-839-7252
e-mail: ddomalewski@orland-ppark.il.us	e-mail: mrichier@atsconline.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONTRACTOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 10: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

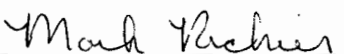
SECTION 11: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 12: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 13: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.

FOR: THE VILLAGE
By: 
Print Name: PAUL G. GRIMES
Its: Village Manager
Date: 1/15/10

FOR: THE CONTRACTOR
By: 
Print Name: Mark Richier
Its: Account Manager
Date: 12-28-2009



Proposal for ATS MyW-2 Portal System

Created for:

Village of Orland Park

November 10, 2009



COST BREAKDOWN

ATS MyW-2 Online System (Special Group Pricing)

Qty	Description	Unit Price	Cost
1.0	ATS MyW-2 System – Setup and Configuration Account Set-up includes: - Unique Access Identification Number - System Admin. User Name and Password - On screen Display of Client Logo	Included	Included
1.0	2009 Database Load with W-2 Production and Test File	\$50.00	\$50.00
1.0	2009 W-2 Datamap	\$250.00	\$250.00
1.0	2009 W-2 Laser Design Template for Print/Mail (4-up 8.5 x 14)	Included	Included
1.0	2009 W-2 Online Form Encrypt/Email/Print (1-up 8.5 x 11)	Included	Included
1.0	ATS MyW-2 System – Hosting and Storage - Daily back-up of W-2 data - SSL Encryption (128 Bit) – Verisign® - Includes up to 2,000 W-2s per year 2009 W-2 data and forms retained online for 7 years - Zero-Downtime – 95% infrastructure availability	\$200.00	\$200.00
1.0	ATS MyW-2 System - Employer Administration - W-2 Online Email Delivery - Update Broadcast Message Areas 2009 W-2 and W-2C Create, Update, Delete - Upload File, View File Status, Change Password - Online Proof Approval and Employee Consent Mgmt - ATS Reporting - Print and Mail Savings - Login, Forget Password Counts - Count of New Consents/Withdraws - Q/A Data Analysis and Box Totals by EIN	Included	Included
Varies	ATS MyW-2 System – Print/Mail/Electronic Access <u>W-2's for current year non-consenting employees</u> - W-2 Processing, Printing, Folding/Sealing and Mailing - Pressure Seal Stock (4-up 8.5 x 14) and Postage	¹ .89	Varies
Varies	<u>Employee's with consent (receive W-2 electronically)</u> - Online W-2 Print and Email Function - Online Employee Consent Acceptance/Withdrawal - Employee Address Update and Change Password	² .40	Varies

Annual Setup, Configuration and Hosting Cost: \$500.00

¹ The .89 cost per W-2 will be for those employees that have not issued consent and therefore by default elected to receive a hard-copy W-2.

² A .40 per employee per year consent charge will be incurred as a result of an employee electing to receive their W-2 electronically.

ATS CLIENT REFERENCES

East Jefferson Hospital

Joy Leco,
Payroll Manager
(504) 454-5612

Allen Systems Group

Maria Perry,
Payroll Manager
(239) 435-3614

Peace College

Susan Childs,
Controller
(919) 508-2033

Lake Forest Hospital

Barbara Brown,
Payroll Manager
(847) 535-6712

Great Plains Coca-Cola Bottling Company

Janice McClendon,
Payroll Manager
(405) 280-2451

Trevecca Nazarene University

Chuck Seaman,
Director of Financial Services
(615) 248-7723

BayCare Health System

Linda Wilson,
System Analyst, Finance
(727) 519-1719

Orange County Sheriff's Office

Crystal Holmden,
Payroll Manager
(407) 254-7142

Elgin Community College

Kristin Richmond,
HRIS
(847) 214-7301

Lake Forest Hospital

April Kaiser,
Accounts Payable Manager
(847) 535-6193

Doane College

Steve Thompson
Controller
(402) 826-8670

Alameda County Medical

Carol Whyte,
Asst. Controller
(510) 437-4581

Mercy Hospital

Sandra Morera,
Payroll Manager
(305) 285-2650

St. Vincent Medical Center

Luz Silva,
Payroll Manager
(213) 484-5537

Genesis Health System,

Dawn Burke,
AP/Payroll Manager
(563) 421-4148

PROJECT ACCEPTANCE PAGE

Village of Orland Park has agreed to authorize American Technology Solutions to proceed with the system set-up and configuration of the ATS MyW-2 Portal System.

Village of Orland Park has agreed to proceed with the use of the ATS MyW-2 Portal System for a cost of \$500.00.

Clients not using ATS print and mail services will be invoiced monthly/quarterly for additional employee consents that subscribe or have subscribed to the system.

Proposal is valid for 60 days.

Acceptor Name: _____



Title: _____

VILLAGE MANAGER

Signature: _____

PAUL G. GRIMES

Date: _____

1/15/10

P.O. Number: _____

Upon acceptance, please mail Purchase Order to:

Accounts Receivable,
American Technology Solutions
Suite 119-201
1212 S. Naper Blvd
Naperville, IL 60540

For immediate processing, please fax signed Acceptance Page to:

Attn: Client Services
Fax: 630.839.7252



Proposal for ATS My1099 Portal System

Created for:

Village of Orland Park

November 17, 2009



COST BREAKDOWN

ATS My1099 Online System (Special Group Pricing)

Qty	Description	Unit Price	Cost
1.0	Online 1099 System – Annual Setup Account Set-up includes: - Unique Access Identification Number - System Admin. User Name and Password - On screen Display of Client Logo	Included	Included
1.0	2009 Database Load with 1099 Production and Test File	\$50.00	\$50.00
1.0	2009 1099-R Datamap	\$250.00	\$250.00
1.0	2009 1099-R Template for Print/Mail (2-up 8.5 x 11)	Included	Included
1.0	2009 1099-R Form-Online Email/Print	Included	Included
1.0	ATS My1099 System – Hosting and Storage - Daily back-up of 1099 data - SSL Encryption (128 Bit) – Verisign® - Includes up to 1,000 1099's per year 2009 1099 data and forms retained online for 4 years - Zero-Downtime – 95% infrastructure availability	\$200.00	\$200.00
1.0	ATS My1099 System - Employer Administration 1099 Online Email Delivery - Update Broadcast Message Areas 2009 1099 Create, Update, Delete - Upload File, View File Status, Change Password - Online Proof Approval and Recipient Consent Mgmt - ATS Reporting - Print and Mail Savings - Login, Forget Password Counts - Count of New Consents/Withdraws - Q/A Data Analysis and Box Totals	Included	Included
Varies	ATS My1099 System – Print/Mail/Electronic Access <u>1099's for current year non-consenting recipients</u> 1099 Processing, Printing, Folding/Sealing and - Pressure Seal Stock (4-up 8.5 x 11) and Postage	¹ .89	Varies
Varies	<u>Recipient's with consent (receive 1099 electronically)</u> - Online 1099 Print and Email Function - Online Recipient Consent Acceptance/Withdrawal - Change Password	² .40	Varies

Annual Setup, Configuration and Hosting Cost: \$500.00

¹ The .89 cost per 1099 will be for those recipients that have not issued consent and therefore by default elected to receive a hard-copy 1099.

² A .40 per recipient per year consent charge will be incurred as a result of a vendor electing to receive their 1099 electronically.

ATS CLIENT REFERENCES

East Jefferson Hospital

Joy Leco,
Payroll Manager
(504) 454-5612

Lake Forest Hospital

Shari Rhoades
Payroll Specialist
(847) 535-6712

Allen Systems Group

Linda Thompson,
Accounting Manager
(239) 435-2005

Great Plains Coca-Cola Bottling Company

Rob Satrom
Payroll/Benefits Coordinator
(405) 280-2256

Elgin Community College

Kristin Richmond,
HRIS
(847) 214-7301

Lake Forest Hospital

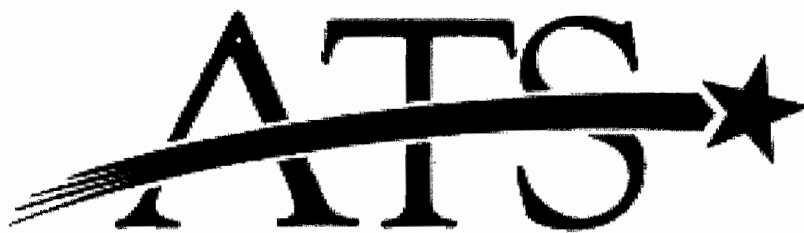
Rich Lanis,
Accounts Payable Manager
(847) 535-6711

Alameda County Medical

Carol Whyte,
Asst. Controller
(510) 437-4581

Mercy Hospital

Sandra Morera
Payroll Manager
(305) 285-2650



AMERICAN TECHNOLOGY SOLUTIONS

Proposal for ATS MyPayStub™ Portal System

Created for:

Village of Orland Park

December 15, 2009



COST BREAKDOWN

ATS MyPayStub™ Online System

Qty	Description	Unit Price	Cost
1.0	ATS MyPayStub™ - Initial Set-up Account Set-up includes: - Unique Access Identification Number - System Admin. User Name and Password	Included	Included
1.0	Custom Client Login Page	\$750.00	\$750.00
1.0	Online Payroll Deposit Advice Development - Deposit Advice Design - Datamap Development - Digitized Logo	\$500.00	\$500.00
	ATS MyPayStub™ – Employer Self-Service - Payroll/Deposit Advice Proof Approval - Upload Payroll/Deposit File Function	Included	Included
	ATS MyPayStub™ – Employee Self-Service - Online Pay Stub View/Print - Change Password	Included	Included

Initial Set-up Cost: \$1,250.00

Qty	Description	Unit	Cost
*1,000	ATS MyPayStub™ – Pay Stub Hosting Fee Bi-Weekly Online Pay Stubs - Process Pay Stub Information - Retained online for (1) year - Zero-Downtime – 95% infrastructure availability - SSL Encryption (128 Bit) – Verisign®	\$.15	\$150.00

Estimated Monthly Pay Stub Processing and Hosting Fee: \$150.00

** Estimated Quantity*

ATS CLIENT REFERENCES

Trevecca Nazarene University
Chuck Seaman,
Director of Financial Services
(615) 248-7723

St. Vincent Medical Center
Luz Silva,
Payroll Manager
(213) 484-5537

City of Leesburg
Tino Anthony,
Senior Systems Analyst
(352) 728-9703

Missouri City, Texas
LaToya Jasper,
Payroll Manager
(281) 403-8620

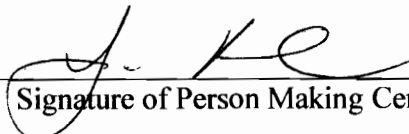
McAlester Regional Health Center
Terry Zellmer,
Payroll Coordinator
(918) 426-1800 x8013

**CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS**

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

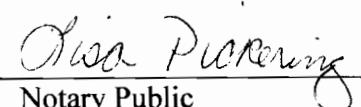
I, Jason Banks, being first duly sworn
certify and say that I am Vice President
(insert "sole owner," "partner," "president," or other proper title)

of American Technology Solutions, Corp.,
the Prime Contractor submitting this proposal, and that the Prime Contractor is not barred from
contracting with any unit of state or local government as a result of a violation of either Section 33E-3,
or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any
state or of the United States.



Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 5 Day
of JANUARY, 2010.



Notary Public



BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed to this proposal.

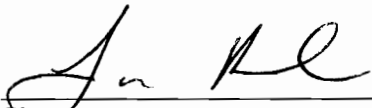
_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

 X Corporation: State of Incorporation: Illinois
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

American Technology Solutions, Corporation (Corporate Seal)
Business Name


Signature

Jason Banks
Print or type name

Vice President
Title

1/5/09
Date

SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

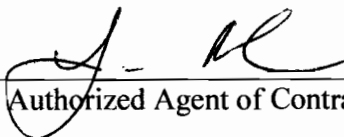
Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

I, Jason Banks, having submitted a proposal for American Technology Solutions, Corp.
(Name) (Name of Contractor)

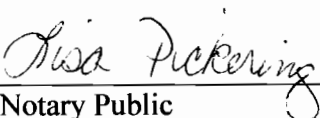
for Internet Portal System – W2, 1099R, PayStub to the Village of Orland Park, hereby
(General Description of Work Proposed on)

certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: 
Authorized Agent of Contractor

Subscribed and Sworn To

Before Me This 5 Day
of JANUARY, 2010.


Notary Public



TAX CERTIFICATION

I, Jason Banks, having been first duly sworn depose and state as follows:

I, Jason Banks, am the duly authorized Agent for American Technology Solutions, Corp., which has submitted a proposal to the Village of Orland Park for

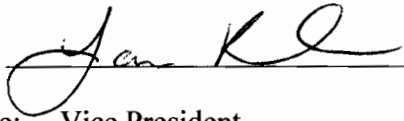
Internet Portal System – W2, 1099R, PayStub and I hereby certify
(Name of Project)

that American Technology Solutions, Corp. is not

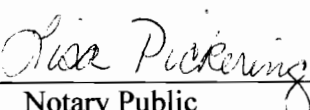
delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

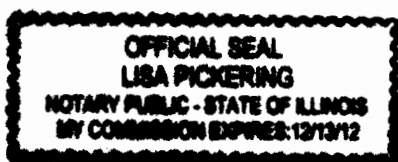
a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or

b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: 
Title: Vice President

Subscribed and Sworn To
Before Me This 5 Day
of JANUARY, 2010.


Notary Public



EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

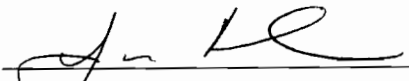
E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Vendor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Vendor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Vendor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY: 

ATTEST: Mark Richier

DATE: 1/5/09

INSURANCE REQUIREMENTS

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident \$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

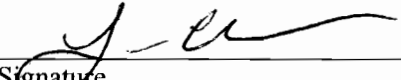
PROFESSIONAL LIABILITY

\$1,000,000 Limit -Claims Made Form, Indicate Retroactive Date & Deductible

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify “The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured.” If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage’s. The certificate of insurance shall also state this information on its face. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words “endeavor to” and “, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives” must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best’s Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor’s obligation to provide all of the above insurance.

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village’s relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 28th DAY OF December, 2009



Signature
Jason Banks, Vice President

Printed Name & Title

Authorized to execute agreements for:
American Technology Solutions, Corp.

Name of Company

ACORD TM CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/23/2009
PRODUCER (847)679-7350 FAX (847)679-7361 T.A. Cummings Jr. Company 4153 Main St. Skokie, IL 60076		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED AMERICAN TECHNOLOGY SOLUTIONS 1212 S. NAPER BLVD. STE 119-201 NAPERVILLE, IL 60540		
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A: Hartford Casualty Insurance Co		29424
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	83SBAIJ1747	01/03/2009	01/03/2010	EACH OCCURRENCE	\$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person)	\$ 10,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC					
A	AUTOMOBILE LIABILITY	83SBAIJ1747	01/03/2009	01/03/2010	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☐ ANY AUTO				BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	☒ HIRED AUTOS					
☒ NON-OWNED AUTOS						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	☐ ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	\$
						\$
	DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
	OTHER				E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Certificate Holder is added as Additional Insured with respects to General Liability and Automobile Liability subject to written contract per policy terms and conditions.
Waiver of Subrogation is added in favor of the Village of Orland Park.
In the event of non payment of premium, only 10 days notice if cancellation shall be given.

CERTIFICATE HOLDER	CANCELLATION
Village of Orland Park Attn: Denise Domalewski, Contract Admin. 14700 S. Ravinia Avenue Orland Park, IL 60462	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Scott Cummings/RV

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.