

**CLERK'S CONTRACT and AGREEMENT COVER PAGE**

**Legistar File ID#:** 2021-0273

**Innoprise Contract #:** C21-0067

**Year:** 2021

**Amount:** \$552,522.47

**Department:** Information Technology

**Contract Type:** Professional Technical Consulting

**Contractors Name:** Mindsight

**Contract Description:** Telecommunication System Infrastructure



# ORLAND PARK

## (Contract for Professional Technical Consulting)

This Contract is made this 26th day of April, 2021 by and between THE VILLAGE OF ORLAND PARK (hereinafter referred to as the "VILLAGE") and Mindsight (hereinafter referred to as the "CONSULTANT").

### WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONSULTANT (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
- Certificate of Compliance
- Certificates of Insurance
- EXHIBIT A Mindsight Summary Quote Sheet
- EXHIBIT B Mindsight Statement of Work

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

*(scope of work)*

(hereinafter referred to as the "WORK") as further detailed in EXHIBIT A and EXHIBIT B.

The VILLAGE agrees to pay Insight Public Sector, Inc. through the OMNIA Partners cooperative purchase contract for products and services provided by CONSULTANT pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) for the following amount:

**TOTAL COST:** \$552,522.47.

The "TOTAL COST" shall not be increased without the express written consent of the VILLAGE and the CONSULTANT.

**SECTION 3: ASSIGNMENT:** CONSULTANT 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.

To the extent that CONSULTANT may require or incorporate any services, equipment, software or other resources of any third party, CONSULTANT is solely responsible for coordinating and managing each third

party to ensure the provision of such services, equipment, software or other resources required to meet the obligations of this Agreement and any SoW.

**SECTION 4: TERM OF THE CONTRACT:** This Contract shall commence on the date of its execution. This Contract shall terminate upon completion of the WORK, but 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: INDEPENDENT CONTRACTOR STATUS:** To the fullest extent permitted by law, CONSULTANT shall be an independent contractor hereunder and neither CONSULTANT nor anyone acting on its behalf shall be deemed an agent, employee, joint employee or servant of VILLAGE. Neither VILLAGE nor CONSULTANT shall have any right to act on behalf of or bind the other party for any purpose. CONSULTANT represents that all employees utilized by CONSULTANT are fully trained. CONSULTANT understands that no training will be provided by the VILLAGE. In performing its obligations pursuant to this Contract, CONSULTANT will do nothing that could adversely affect the goodwill or reputation of the VILLAGE.

**SECTION 6: INDEMNIFICATION AND INSURANCE:** The CONSULTANT shall indemnify, defend and hold harmless the VILLAGE, its trustees, officers, officials, 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 CONSULTANT, 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 CONSULTANT, its officers, officials, 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 "Workers' Compensation Act" or any other law, ordinance, order or decree, except for claims or actions arising out of the Village's sole negligence. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, officials, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONSULTANT 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 CONSULTANT 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 consultant 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 CONSULTANT in compliance with the CONTRACT DOCUMENTS.

CONSULTANT shall obtain and maintain, during the term of this Agreement and any SoW, insurance in the following amounts: (i) commercial general liability insurance with coverage of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the annual aggregate; (ii) professional

liability insurance (including coverage for technology errors and omissions, information security failures and privacy breach) with a limit of liability of no less than five million dollars (\$5,000,000); and (iii) workers' compensation insurance as required by applicable state law and employers' liability insurance. Upon written request, CONSULTANT will provide Customer with proof of the above-mentioned insurance coverage. Customer shall be named as an additional insured on an applicable policy of insurance.

**SECTION 7: COMPLIANCE WITH LAWS:** CONSULTANT 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: CONSULTANT 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 CONSULTANT 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 CONSULTANT 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. CONSULTANT 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. CONSULTANT 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 CONSULTANT 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 8: 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:**

David Buwick  
Chief Technology Officer  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462  
Telephone: 708-403-6212  
e-mail: dbuwick@orlandpark.org

**To the CONSULTANT:**

Don Vargo  
Account Executive  
Mindsight  
2001 Butterfield Road, Suite 250  
Downers Grove, Illinois 60515  
Telephone: 630-981-5012  
e-mail: dvargo@gomindsight.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 9: STANDARD OF SERVICE:** Services shall be rendered to the professional standards applicable to 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 CONSULTANT'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 CONSULTANT shall replace any incompetent, abusive or disorderly person in its employ.

**SECTION 10: PAYMENTS TO OTHER PARTIES:** The CONSULTANT 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 11: COMPANY PROPERTY:** Upon expiration of this Contract or termination for any reason, CONSULTANT will forthwith deliver and assign to the VILLAGE all the results performed by CONSULTANT pursuant to this Contract including but not limited to all documents, records, notebooks and repositories of or containing secret, confidential or proprietary information concerning the VILLAGE or its business affairs or products, including all copies thereof in the CONSULTANT's possession, whether prepared by the CONSULTANT or others, and all other property of the VILLAGE in the CONSULTANT's possession, including keys and access or security cards providing access to VILLAGE facilities or equipment. In the absence of permission by the VILLAGE, the CONSULTANT will not at any time during the term or after termination of this Contract reveal, divulge or make known to any person outside the VILLAGE's business organization, or use for the CONSULTANT's own account, any secret, confidential or proprietary information concerning the VILLAGE or its business, affairs or products (whether or not developed in whole or in part by the CONSULTANT's efforts). The CONSULTANT will at no time, either during the term or after termination of this Contract, make any use of any such information except for the benefit of the VILLAGE.

Unless otherwise set forth in a respective SoW, the ideas, concepts, know-how or techniques developed during the course of this Agreement by CONSULTANT shall be the sole and exclusive property of CONSULTANT, subject to a royalty-free, full paid-up non-exclusive license to Customer, and may be used by CONSULTANT in any way it may deem appropriate. Unless otherwise set forth in the respective SoW, all deliverables, including without limitation any software, specifications, data, documentation, discoveries, improvements and inventions conceived, made or developed in the performance of this Agreement and any SoW ("Proprietary Information") shall be the sole and exclusive property of Customer. CONSULTANT agrees to execute all documents necessary to fully secure and perfect Customer's interest in the Proprietary Information, including the filing of patent and copyright applications.

**SECTION 12: COMPLIANCE:** CONSULTANT 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 13: FREEDOM OF INFORMATION ACT COMPLIANCE:** The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

It is understood that during the course of this Agreement and any SoW, CONSULTANT and its employees\_and/or representatives may be exposed to data and information which is confidential and proprietary to Customer. All such data and information (hereinafter "Customer Confidential Information"),

whether written or verbal, tangible or intangible, made available, disclosed, or otherwise made known to CONSULTANT and its employees and/or representatives as a result of services under this Agreement and any SoW shall be considered confidential and shall be considered the sole property of Customer. All information regarding CONSULTANT's operations, disclosed by CONSULTANT to Customer in connection with this Agreement is proprietary, confidential information belonging to CONSULTANT ("CONSULTANT Confidential Information", and together with the "Customer" Confidential Information, the "Confidential Information"). The Confidential Information shall be used by the receiving party and its employees/representatives only for purposes of performing the receiving party's obligations hereunder. Each party agrees that it will not reveal, publish or otherwise disclose the Confidential Information of the other party to any third party without the prior written consent of the disclosing party, provided that the foregoing obligations shall not apply to Confidential Information which:

- (a) is or becomes generally available to the public other than as a result of a disclosure by the receiving party;
- (b) becomes available to the receiving party on a non-confidential basis from a source which is not prohibited from disclosing such information by a legal, contractual, or fiduciary obligation to the disclosing party;
- (c) the receiving party develops independently of any disclosure by the disclosing party;
- (d) was in the receiving party's possession or known to the receiving party prior to its receipt from the disclosing party without any prior obligation of confidentiality; or
- (e) is required by law to be disclosed; provided however in the event that either party is requested, in connection with any legal or regulatory proceeding, to disclose any Confidential Information supplied to it by the other party or its authorized representatives, it will provide the other party with prompt notice of such a request, prior to any disclosure pursuant thereto, so that the other party may seek an appropriate protective order or waive compliance with the provisions required hereunder.

**SECTION 14: 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 15: MODIFICATION:** This Contract may be modified only by a written amendment signed by both PARTIES.

**SECTION 16: COUNTERPARTS:** This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

**SECTION 17: LIMITED WARRANTY:** CONSULTANT warrants that the services furnished hereunder shall be performed in a professional and workmanlike manner. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN A SOW HEREUNDER, CONSULTANT MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO ANY SERVICES OR DELIVERABLES SUPPLIED UNDER THIS AGREEMENT. CONSULTANT EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THESE SERVICES.

During the term of this agreement and for a period of 90 days from Customer acceptance of Project completion, CONSULTANT warrants that its provision of services will be in accordance with prevailing standards in the network industry, and CONSULTANT will use reasonable efforts under the circumstances consistent with industry standards to remedy any omissions, mistakes, or errors with respect to any part of services. The

forgoing warranty shall be limited to the terms and provisions (including the limitations and disclaimers) set forth in this SoW, and any additional Job Changed Orders entered into by the parties.

The foregoing warranty and remedies are exclusive and in lieu of all other warranties or remedies, whether express, implied or statutory, including, without limitation, implied warranties of merchantability and fitness for a particular purpose. In the event of any defect whatsoever in the services, neither CONSULTANT nor any third-party provider or operator of facilities employed in the provision of any part of such services shall be liable to the Customer or any other party for any direct, indirect, consequential, special, actual, punitive or any other damages, or for any lost profits of any kind or nature whatsoever.

Within ten (10) business days of live cutover as mutually agreed to by the parties, Customer is responsible for providing a detailed list of all system issues, which are to be addressed prior to Customer acceptance of Project completion –or– if the issues cannot be resolved prior to acceptance due to reasons beyond the control of CONSULTANT, CONSULTANT will note such issues as contractual obligations of CONSULTANT on the formal acceptance document. This detailed list and any additional issues that may arise prior to completing the detailed list will constitute the complete and entire list of all issues that need to be addressed for CONSULTANT to receive formal acceptance and final payment for services described herein. Formal acceptance is to be agreed upon in writing by the parties upon successful testing of detailed list items. Any issues that arise after formal acceptance will be covered by the CONSULTANT warranty, which begins as described herein. The 90 Day Warranty is valid if (1) the detailed list is delivered within the 10 business day period described herein, and (2) if formal acceptance is executed by Customer upon successful testing of the detailed list items that are within the control of CONSULTANT.

**SECTION 18: LIMITATION OF LIABILITY:** IN NO EVENT SHALL CONSULTANT BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING ANY LOSS OF PROFIT, REVENUE, OR DATA) ARISING OUT OF THE USE, PERFORMANCE OR FURNISHING OF ANY DELIVERABLES OR SERVICES, EVEN IF CONSULTANT SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE, OR FOR ANY CLAIM OR ACTION BROUGHT AGAINST THE VILLAGE BY ANY THIRD PARTY. CONSULTANT’S liability to the VILLAGE for damages, from any cause whatsoever and regardless of the form of action, shall be limited to the remedies set out in this Agreement, but in any event shall not exceed \$5 million under this Agreement for the particular services or deliverables from which the liability arises. VILLAGE agrees that CONSULTANT will not have any responsibility or liability for hardware, software or other items or services provided by persons other than CONSULTANT or its subcontractors.

**SECTION 19: SECURITY:** CONSULTANT is not responsible for ensuring the data security of installed solutions and is not responsible for security breaches by any third party, unless such breach is the result of CONSULTANT’S negligence or the negligence of its employee(s) or other representative(s).

**SECTION 20: NON-SOLICITATION:** Neither party shall directly or indirectly, during the term of this Agreement, and for two (2) year after its termination, solicit for hire as an employee, consultant or, otherwise any of the other party's personnel who have had direct involvement with the performance of the services hereunder.

**SECTION 21: FAX OR ELECTRONIC CONSENT:** Signed facsimile or PDF copies of this Agreement, any SoW, order forms, addenda, attachments and exhibits, each as applicable, will legally bind the parties to the same extent as original documents.

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

FOR: **VILLAGE OF ORLAND PARK**

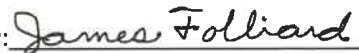
By: 

Print Name: George Koczwara

Its: Village Manager

Date: 4-29-21

FOR: **CONSULTANT**

By: 

Print Name: James Folliard

Its: Partner

Date: 4/26/2021





## ORLAND PARK

### PROFESSIONAL TECHNICAL CONSULTING SERVICES GENERAL TERMS AND CONDITIONS

**1. Relationship Between CONSULTANT and VILLAGE:** The CONSULTANT shall serve as the VILLAGE's professional consultant on the WORK, or phases of the WORK, to which this Contract applies. This relationship is that of a buyer and seller of professional services and as such the CONSULTANT is an independent contractor in the performance of this Contract and it is understood that the parties have not entered into any joint venture or partnership with the other. The CONSULTANT shall not be considered to be the agent of the VILLAGE. Nothing contained in this Contract shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or CONSULTANT.

**2. Changes:** VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or consulting time schedule adjustments, and CONSULTANT and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate any such changes. The CONSULTANT is not responsible for, and VILLAGE agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within the CONTRACT DOCUMENTS, unless such errors are the result of the work of the CONSULTANT.

**3. Suspension of Services:** VILLAGE may, at any time, by written order to CONSULTANT (Suspension of Services Order) require CONSULTANT to stop all, or any part, of the services required by this Contract. Upon receipt of such an order, CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. CONSULTANT will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

**4. Reuse of Documents:** All WORK documents including but not limited to reports, and opinions of probable costs furnished by CONSULTANT pursuant to this Contract are intended for use on the WORK only. They cannot be used by VILLAGE or others on extensions of the WORK or any other project. Any reuse, without specific written verification or adaptation by CONSULTANT, shall be at VILLAGE's sole risk, and VILLAGE shall indemnify and hold harmless CONSULTANT from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by VILLAGE and CONSULTANT.

**5. Successors and Assigns:** The terms of this Contract shall be binding upon and inure to the benefit of the parties and their respective successors and authorized assigns.

**6. Waiver of Contract Breach:** The waiver of one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Contract and shall not be construed to be a waiver of any provision, except for the particular instance.

**7. Entire Understanding of Contract:** This Contract represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. The VILLAGE and the CONSULTANT hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Contract shall be null, void and without effect to the extent they conflict with the terms of this Contract.

**8. Amendment:** This Contract shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Contract".

**9. Severability of Invalid Provisions:** If any provision of the Contract shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Contract, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

**10. Force Majeure:** Whenever a period of time is provided for in this Agreement for either the Consultant or Village to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as war, riot, insurrection, rebellion, strike, lockout, fire, flood, storm, earthquake, tornado, pandemic, act of public enemies, action of federal or state government or any act of God; provided, however, that said time period shall be extended for only the actual amount of time said party is so delayed. An act or omission shall not be deemed to be "beyond Consultant's control" if committed, omitted, or caused by Consultant, Consultant's employees, officers or agents or a subsidiary, affiliate or parent of Consultant or by any corporation or other business entity that holds a controlling interest in Consultant, whether held directly or indirectly (for example, but not by way of limitation, a strike by or lockout of Consultant's employees would not be an act "beyond Consultant's control"). Consultant shall notify the Village as soon as possible, but no later than two (2) business days, of any force majeure event. However, if the force majeure event continues to affect performance for more than three (3) business days, the Village may immediately terminate this Agreement. In the event of such termination, the Consultant shall be paid for services satisfactorily performed under this Agreement up to the effective date of termination and shall be entitled to reimbursement of any expenses already incurred and not recoverable by refunds.

**11. Subcontracts:** CONSULTANT may subcontract portions of the WORK, but each subcontractor must be approved by VILLAGE in writing in advance.

**12. Designation of Authorized Representative:** Each party to this Contract shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the WORK. The persons designated shall review and respond promptly to all communications received from the other party.

**13. VILLAGE's Responsibilities:** The VILLAGE agrees to provide full information regarding requirements for and about the WORK, including a program which shall set forth the VILLAGE's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The VILLAGE shall give prompt written notice to the CONSULTANT whenever the VILLAGE observes or otherwise becomes aware of any development that affects the scope or timing of the CONSULTANT's services, or any defect or non-conformance of the work of any subcontractor.

**14. Information Provided by Others:** The CONSULTANT shall indicate to the VILLAGE the information needed for rendering of its services for the WORK. The VILLAGE shall provide to the CONSULTANT such information as is available to the VILLAGE and the VILLAGE's consultants and contractors, and the CONSULTANT shall be entitled to rely upon the accuracy and completeness thereof unless, in the exercise of his professional skill, CONSULTANT determined inaccuracies or incompleteness. The VILLAGE recognizes that it is impossible for the CONSULTANT to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the VILLAGE is providing.

**15. Attorney's Fees:** In the event of any dispute that leads to litigation arising from or related to the services provided under this Contract, the substantially prevailing party will be entitled to recovery of all reasonable costs incurred, including court costs, attorney's fees and other related expenses.

**16. Insurance:** The CONSULTANT shall provide the VILLAGE with certificates of insurance evidencing all coverage held by the CONSULTANT, with coverage minimums and from insurance providers in compliance with VILLAGE requirements.

**17. Electronic Transmissions:** The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted by e-mail or facsimile machine, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted by e-mail or facsimile machine; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that an e-mail or facsimile transmission was used.

**18. Certifications, Guarantees and Warranties:** CONSULTANT shall not be required to sign any documents, no matter by who requested, that would result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions the existence of which the CONSULTANT cannot ascertain. The VILLAGE also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT signing any such certification as to unascertainable conditions.

**BY SIGNATURE BELOW (WHICH MAY BE IN ELECTRONIC FORM), THE ABOVE GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY THE VILLAGE AND CONSULTANT:**

consultant

By: James Folliard  
Officer

4/26/2021  
Date

Print Name: James Folliard

**VILLAGE OF ORLAND PARK**

By: [Signature]  
Village Manager

4-29-21  
Date

Print Name: George Koczwar

 **ORLAND PARK**  
**CERTIFICATE OF COMPLIANCE**

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The undersigned James Folliard, as Partner  
(Enter Name of Person Making Certification) (Enter Title of Person Making Certification)

and on behalf of Mindsight, certifies that:  
(Enter Name of Business Organization)

**1) BUSINESS ORGANIZATION:**

The Proposer is authorized to do business in Illinois: Yes [] No [ ]

Federal Employer I.D.#: 31-1830994  
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (check one):

- Sole Proprietor
- Independent Contractor (Individual)
- Partnership
- LLC
- Corporation \_\_\_\_\_ (State of Incorporation) \_\_\_\_\_ (Date of Incorporation)

**2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes [] No [ ]**

The Proposer is eligible to enter into public contracts, and 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.

**3) SEXUAL HARRASSMENT POLICY: Yes [] No [ ]**

Please be advised that 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 a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, 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 (the "Department") and the Human Rights Commission (the "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."

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes [] No [  ]

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment 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; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure 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; (IV) 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; (V) 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; (VI) 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; and (VII) 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 Proposer 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 Proposer 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. "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer'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 Proposer or other organization and its customers. In the event of the Proposer'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 the Proposer 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.

5) TAX CERTIFICATION: Yes [] No [  ]

Proposer is current 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.

6) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

James Folliard

Signature of Authorized Officer

James Folliard

Name of Authorized Officer

Partner

Title

4/26/2021

Date



TYM1000

OP ID: M

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/05/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Schwaller Insurance Agency Inc James Folliard
INSURED: Tympani, LLC dba Mindsight
CONTACT NAME: Marie McNaughton
INSURER A: Travelers Property Casualty
INSURER B: The Hartford
INSURER C: Beazley Insurance

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSD WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Professional Liab.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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.

CERTIFICATE HOLDER: ORLANDP Village of Orland Park
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.



# EXHIBIT A



Quote Date: April 8th 2021

Quote Description: Cisco Unified Communications Deployment -r7

Mindsight - 2001 Butterfield Road - Suite 250 - Downers Grove, IL 60515  
 Office: (630) 981-5000 Fax: (630) 729-3058 Web: [www.gomindsight.com](http://www.gomindsight.com)

Bill To: David Buwick  
 The Village of Orland Park

Account Executive: Don Vargo 630-981-5012 [dvargo@gomindsight.com](mailto:dvargo@gomindsight.com)  
 Contract Solution Specialist: Gaby Patino 630-981-5034 [gpatino@gomindsight.com](mailto:gpatino@gomindsight.com)

Ship to: David Buwick  
 The Village of Orland Park

| Line Item | Product Description | Qty | Lead Time as of 4/8/21 |
|-----------|---------------------|-----|------------------------|
|-----------|---------------------|-----|------------------------|

## CISCO UNIFIED COMMUNICATIONS DEPLOYMENT PROJECT -r7

### Cisco Business Edition 7000 UC Server Appliances

|      |  |    |           |
|------|--|----|-----------|
| 1.0  | Cisco Business Edition 7000H (M5) Appliance, Export Restricted SW                  | 2  | 35 Days   |
| 2.0  | Cisco UCS 1050W AC Power Supply for Rack Server                                    | 4  |           |
| 3.0  | Intel i350 Quad Port 1Gb Adapter   | 4  |           |
| 4.0  | Riser 1B incl 3 PCIe slots (x8, x8, x8); all slots from CPU1                       | 2  |           |
| 5.0  | Cisco 12G Modular RAID controller with 4GB cache                                   | 2  |           |
| 6.0  | 300GB 12G SAS 10K RPM SFF HDD  | 48 |           |
| 7.0  | Enable RAID 5 Setting  | 2  |           |
| 8.0  | 16GB DDR4-2666-MHz RDIMM/PC4-21300/single rank/x4/1.2v                             | 24 |           |
| 9.0  | 2.6 GHz 6132/140W 14C/19.25MB Cache/DDR4 2666MHz                                   | 4  |           |
| 10.0 | Power Cord, 125VAC 13A NEMA 5-15 Plug, North America                               | 4  |           |
| 11.0 | Do not factory-load a virtualization software license                              | 2  |           |
| 12.0 | VMware vSphere Standard (v. 7) - license - 1 processor                             | 4  | eDelivery |
| 13.0 | VMware 3 Year Support and Subscription Production - Technical Support - for VMware | 4  | eDelivery |

### Cisco 4431 Voice Gateway Routers

|      |  |     |           |
|------|--|-----|-----------|
| 14.0 | Cisco ISR 4431 UC Bundle, PVDMM-64, UC License               | 2   | 50 Days   |
| 15.0 | IP Base License for Cisco ISR 4400 Series                    | 2   |           |
| 16.0 | AC Power Supply for Cisco ISR 4430                           | 2   |           |
| 17.0 | AC Power Supply (Secondary PS) for Cisco ISR 4430            | 2   | 50 Days   |
| 18.0 | AC Power Cord (North America), C13, NEMA 5-15P, 2.1m         | 4   |           |
| 19.0 | Unified Communication License for Cisco ISR 4400 Series      | 2   |           |
| 20.0 | 4G DRAM (1 x 4G) for Cisco ISR 4400                          | 2   |           |
| 21.0 | 8G EUs Flash Memory for Cisco ISR 4430                       | 2   |           |
| 22.0 | 64-channel DSP module  | 2   |           |
| 23.0 | 2G DRAM (1 DIMM) for Cisco ISR 4400 Data Plane               | 2   |           |
| 24.0 | Blank faceplate for NIM slot on Cisco ISR 4400               | 4   |           |
| 25.0 | Add a new line item to order CUBE, CME or SRST licenses...   | 2   |           |
| 26.0 | Cisco ISR 4400 Series IOS XE Universal                       | 2   |           |
| 27.0 | 4-port Network Interface Module - FXO (Universal)            | 2   | 50 Days   |
| 28.0 | Cisco Unified Border Element (CUBE) - E-delivery - top level | 1   |           |
| 29.0 | CUBE V14 - 1 Standard Trunk Session License                  | 100 | eDelivery |

### Cisco UC Handset Endpoints and Accessories

|      |  |     |         |
|------|--|-----|---------|
| 30.0 | Cisco 8811 - Five Line Appearance Grayscale Gigabit Handset                        | 59  | 5 Days  |
| 31.0 | Cisco Wall Mount Kit for Cisco IP Phone 8800 Series                                | 49  | 70 Days |
| 32.0 | Cisco IP Phone 8851 - Five Line Appearance Color Bluetooth Gigabit Handset         | 317 | 45 Days |
| 33.0 | Cisco 8800 Series Key Expansion Module (KEM) for Above - 28 Button Total - 2 Pages | 31  | 45 Days |
| 34.0 | Cisco 8832 in Charcoal with accessories for North America                          | 23  | 50 Days |
| 35.0 | Cisco IP Conference Phone 8832 PoE Accessories for Worldwide                       | 23  |         |
| 36.0 | Cisco 8832 Wired Microphones Kit for Worldwide                                     | 12  | 21 Days |
| 37.0 | Cisco 2-Port Analog Telephone Adapter  | 15  | 98 Days |
| 38.0 | Cisco Power Clip for ATA191 and ATA192, North America                              | 15  |         |



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Ship to: David Buwick  
 The Village of Orland Park

| Line Item | Product Description | Qty | Lead Time as of 4/8/21 |
|-----------|---------------------|-----|------------------------|
|-----------|---------------------|-----|------------------------|

**Cisco Collaboration Flex Public Sector Subscription**

Three Year Term  
 Sized for 360 Licenses to Reach Voicemail Requirements  
 (432 Licenses Provided with Included 20% Growth)  
 Auto Renewal Term: 12 Months | Unless Canceled 45 Days Prior to Expiration  
 Billing Frequency: PrePaid Three Year Term

|      |  |      |           |
|------|--|------|-----------|
| 39.0 | Flex Public Sector                                     | 1    |           |
| 40.0 | Basic Support for Flex Plan                            | 1    |           |
| 41.0 | EntW On-Premises Calling Tier 1 (1)                    | 360  | eDelivery |
| 42.0 | TMS 250 System License (1)                             | 1    |           |
| 43.0 | TMS Integration API with Microsoft Exchange (1)        | 1    |           |
| 44.0 | TMS Serial Number (1)                                  | 1    |           |
| 45.0 | Session Manager v12 (1)                                | 1    |           |
| 46.0 | Enable GW Feature (H323-SIP) (1)                       | 4    |           |
| 47.0 | Enable Expressway-E Feature Set (1)                    | 2    |           |
| 48.0 | 1800 TURN Relay Option (1)                             | 2    |           |
| 49.0 | Enable Advanced Networking Option (1)                  | 2    |           |
| 50.0 | Enable Expressway Series Feature Set (1)               | 4    |           |
| 51.0 | Expressway Rich Media Session (1)                      | 18   |           |
| 52.0 | Expressway Deskphone Registration (1)                  | 503  |           |
| 53.0 | Expressway Room Registration (1)                       | 4    |           |
| 54.0 | Jabber (1)   | 180  |           |
| 55.0 | Unified Communications Manager v12 License (1)         | 432  |           |
| 56.0 | Telepresence Room v12 License (1)                      | 4    |           |
| 57.0 | Essential v12 License (1)                              | 36   |           |
| 58.0 | Common Area v12 License (1)                            | 72   |           |
| 59.0 | Unity Connection v12 License                           | 432  |           |
| 60.0 | Emergency Responder v12 License (1)                    | 1080 |           |
| 61.0 | Messaging Entitlement                                  | 432  |           |
| 62.0 | File Storage Entitlement                               | 8640 |           |
| 63.0 | Cloud Device Registration Entitlement                  | 432  |           |
| 64.0 | TMS Product Authorization Key (1)                      | 1    |           |
| 65.0 | Expressway Product Authorization Key (1)               | 1    |           |
| 66.0 | Expressway Release Key (1)                             | 4    |           |
| 67.0 | On-Premises & Partner Hosted Calling SW Bundle v12 (1) | 1    |           |
| 68.0 | Emergency Responder SW Bundle v12 (1)                  | 1    |           |
| 69.0 | Cloud Connected UC EA Standard ENT                     | 432  |           |
| 70.0 | Attendant Console Standard Version 12                  | 2    |           |
| 71.0 | Common Area Add-On (1)                                 | 10   | eDelivery |



Quote Date: April 8th 2021

Quote Description: Cisco Unified Communications Deployment -r7

Mindsight - 2001 Butterfield Road - Suite 250 - Downers Grove, IL 60515  
 Office: (630) 981-5000 Fax: (630) 729-3058 Web: [www.gomindsight.com](http://www.gomindsight.com)

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Ship to: David Buwick  
 The Village of Orland Park

| Line Item | Product Description | Qty | Lead Time as of 4/8/21 |
|-----------|---------------------|-----|------------------------|
|-----------|---------------------|-----|------------------------|

### Cisco Contact Center Subscription

Three Year Term

Sized for 15 Concurrent Users

(3 Premium Agents / Supervisors + 12 Standard Voice Agents)

Auto Renewal Term: 12 Months | Unless Canceled 45 Days Prior to Expiration

Billing Frequency: PrePaid Three Year Term

|      |   |    |           |
|------|---|----|-----------|
| 71.0 | Flex Contact Center                                 | 1  |           |
| 72.0 | Basic Support for Flex Plan                         | 1  |           |
| 73.0 | Flex CC On-Premises UCCX Premium Concurrent Agent   | 3  | eDelivery |
| 74.0 | Flex CC On-Premises UCCX Standard Concurrent Agent  | 12 | eDelivery |
| 75.0 | On-Premises PCCE & UCCE, Hosted CCE & CCX Agent RTU | 1  |           |
| 76.0 | On-Premises UCCX Standard & Premium Media Kit v12.5 | 1  |           |
| 77.0 | On-Premises UCCX Standard & Premium Server v12.5    | 1  |           |
| 78.0 | On-Premises UCCX Premium Agent License v12.5        | 3  |           |
| 79.0 | On-Premises UCCX Standard Agent License v12.5       | 12 |           |

### Cisco InformaCast Subscription

Three Year Term

Sized for 400 Devices

Auto Renewal Term: 12 Months | Unless Canceled 45 Days Prior to Expiration

Billing Frequency: PrePaid Three Year Term

|      |  |   |           |
|------|--|---|-----------|
| 80.0 | SolutionsPlus: Informa cast Subscription (Mobile, Fusion, EPA, Advanced) | 1 |           |
| 81.0 | InformaCast Fusion 50 Fusion Users Subscription                          | 8 | eDelivery |

### VariPhy Call Reporting Subscription

Three Year Term

Sized for 500 Devices

Billing Frequency: PrePaid Three Year Term

|      |  |   |           |
|------|--|---|-----------|
| 82.0 | VariPhy Insight - Base-MB Install - Product includes CDR for up to 500 devices - 3Y Term | 1 | eDelivery |
|------|--|---|-----------|

### Three Years Cisco SMARTnet Maintenance Support

|  |   |     |  |
|--|---|-----|--|
|  | Cisco SNTP (7x24x4 Parts) for Cisco Business Edition 7000 HD UC Server                | 2   |  |
|  | Cisco SNTP (7x24x4 Parts) for Cisco ISR 4431 UC Bundle PVD4-64 UC License CUBE-25     | 2   |  |
|  | Cisco SWSS (SW Support + Upgrades) for CUBE Standard Trunk Single Session - 1 Session | 100 |  |

## EXHIBIT B



# STATEMENT OF WORK

## CISCO UNIFIED COMMUNICATIONS APPLICATION DEPLOYMENT PROJECT (SOW R7)

PREPARED FOR



ORLAND PARK

Mr. Dave Buwick  
Village of Orland Park

April 6th, 2021

**THIS SOW EXPIRES 60 DAYS FROM THE DATE ABOVE UNLESS SIGNED AND ACCEPTED BY CUSTOMER.**

### SALES CONTACT

Don Vargo  
(630) 981-5012  
[dvargo@gomindsight.com](mailto:dvargo@gomindsight.com)

### TECHNICAL CONTACT

John Irey  
(630) 981-5051  
[jirey@gomindsight.com](mailto:jirey@gomindsight.com)

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## 2. PROJECT OBJECTIVES

The Village of Orland Park (“Customer”) has an aging problematic Avaya phone system that is end of life which needs to be replaced. Mindsight is proposing a new premise-based, robust, and easy to manage, Cisco Unified Communications solution to become the replacement modern collaboration solution.

In order to accomplish the stated objectives, Mindsight is proposing a solution that would involve replacing the current system with a new Cisco Unified Communications Manager based system. The system will consist of the following components:

1. Two Cisco Business Edition 7000 (BE7K) High Density Servers
2. Two Cisco 4400 Series Gateways
3. Fifteen Cisco Analog Telephone Adapters (ATA)
4. Cisco Unified Communications Manager Subscription (CUCM)
5. Cisco Unity Connection Subscription (UCON)
6. Cisco IM & Presence Server Subscription (IM&P)
7. Cisco Emergency Responder Subscription (CER)
8. Cisco Unified Contact Center Express Subscription (UCCX)
9. Cisco Expressway Core and Edge Subscription (EXP C&E)
10. Cisco Jabber licensing – Included for all users (Up to 40 configured as part of project)
11. Variphy for Call Reporting Subscription
12. InformaCast Mass Notification Subscription for paging through phone handsets

The below user and device counts provided by the Village of Orland Park were used to scope this solution.

| LOCATION      | USERS      | VOICEMAIL  |           | WALL MOUNTING |            | 61-KEY                      | 8832               | 8832 CONFERENCE | ANALOG    |
|---------------|------------|------------|-----------|---------------|------------|-----------------------------|--------------------|-----------------|-----------|
|               |            | ONLY       | 8811 WALL | KIT           | 8851       | EXPANSION MODULE (SIDE CAR) | CONFERENCE STATION | STATION WIRED   | ADAPTER   |
|               |            |            |           |               |            |                             |                    | SATELLITE MICS  | ATA191    |
| VILLAGE HALL  | 90         | 4          | 1         | 1             | 90         | 11                          | 10                 | 5               |           |
| CIVIC CENTER  | 2          |            | 1         | 1             | 2          |                             |                    |                 |           |
| FLC           | 2          |            | 12        | 12            | 2          |                             |                    |                 |           |
| RECADMIN      | 20         |            | 11        | 1             | 20         |                             | 4                  | 3               |           |
| SPORTSPLEX    | 16         |            | 3         | 3             | 16         | 6                           |                    |                 |           |
| CPAC          | 1          |            |           |               | 7          |                             |                    |                 |           |
| PUBLIC WORKS  | 29         |            | 4         | 4             | 29         | 4                           | 1                  | 1               |           |
| POLICE        | 150        | 90         | 20        | 20            | 125        | 7                           | 8                  | 3               |           |
| CAC           | 4          |            | 2         | 2             | 6          |                             |                    |                 |           |
| PARKS HQ      | 2          |            |           |               | 3          |                             |                    |                 |           |
| MUSEUM        | 1          |            |           |               | 2          |                             |                    |                 |           |
| EXTRA         | 15         | 6          | 5         | 5             | 15         | 3                           |                    |                 | 15        |
| <b>TOTALS</b> | <b>332</b> | <b>100</b> | <b>59</b> | <b>49</b>     | <b>317</b> | <b>31</b>                   | <b>23</b>          | <b>12</b>       | <b>15</b> |

## 3. SCOPE OF WORK

In order to complete the objectives listed above (collectively, the “Project”), Mindsight will be responsible for the following:

### 3.1. PROJECT MANAGEMENT

1. Development of Project Schedule
2. Project Plan
3. Kick-off meeting to be held either at customer location or remotely based on availability
4. Periodic status conference calls and/or status reports
5. Mindsight resource management
6. Design and Test Plans
7. Project close-out document

### 3.2. PLANNING & DESIGN

Planning and Design prior to Mindsight beginning the project is critical to its success. This aspect of the project enables Mindsight to understand detailed customer requirements and incorporate these during the implementation.

Mindsight met with each department to understand their initial requirements. Further design work and discussions will need to be performed to map out each hunt group and auto attendant, as well as call center behavior.

For individual user phone configurations, a spreadsheet template will be provided that needs to be completed by the Village of Orland Park.

#### **Business Edition 7000 Servers**

1. Determine IPs for BE7K Servers (ESXi and CIMC)
2. Determine Server host placement
3. Create VM Design
4. Create Customer Specific Test Plan

#### **Voice Gateways**

1. Determine latest stable IOS Release
2. Create Design for gateways
3. Determine IP Addressing
4. Determine SIP Requirements and porting plan
5. Create Customer Specific Test Plan

#### **Cisco ATA's**

1. Determine placements
2. Create Customer Specific Test Plan

**Cisco Unified Communication Manager 12.5 (CUCM)**

1. Determine latest stable release of CUCM 12.5
2. Create Design for New System
3. Design Dial Plan
4. Design CUCM Features
5. Gather User Data from Customer
6. Create Customer Specific Test Plan

**Cisco Unity Connection 12.5 (UCON)**

1. Determine latest stable release of UCON 12.5
2. Create Design for New System
3. Design Dial Plan
4. Design UCON Features
5. Design Auto Attendants
6. Create Customer Specific Test Plan

**Cisco Emergency Responder 12.5 (CER)**

1. Determine latest stable release of CER 12.5
2. Create Design for New System
3. Determine Switch Info
4. Determine/Design Zones
5. Determine/Design ELIN's
6. Create Customer Specific Test Plan

**Cisco IM&P Server 12.5**

1. Determine latest stable release of IM&P 12.5
2. Create Design for New System
3. Gather User Info from customer
4. Create Customer Specific Test Plan

**Cisco Expressway Core and Edge 12.7**

1. Determine latest stable release of Expressway C and E 12.7
2. Create Design for New System
3. Determine Certificate Requirements
4. Determine IP Addressing/DMZ Addressing
5. Determine Firewall Port Requirements
6. Determine DNS Info
7. Create Customer Specific Test Plan

**Cisco Unified Contact Center Express 12.5 (UCCX)**

1. Determine latest stable release of UCCX 12.5
2. Create Design for New System
3. Determine Certificate Requirements
4. Design UCCX Features
5. Create Customer Specific Test Plan



Planning and design are critical to any contact center deployment. This aspect of the project enables Mindsight to understand detailed requirements that each department may have, as well as offer our extensive experience in the contact center space consultatively with best practices and suggestions.

Mindsight will perform design sessions with each department to map out their contact center call trees, queue behavior, and to determine settings for various things like ring no answer timeouts and target service levels. The design sessions outcomes will be documented, and a Visio call flow diagram will be produced. It is expected that multiple iterations of the call flow will be created. Once each department signs off on the call flow diagram, system implementation can begin.

#### **InformaCast Paging**

1. Review/Recommend Multicast Options
2. Determine Paging Groups (each site / department in site)
3. Determine IP Addressing
4. Configure DRS Backups

InformaCast supports paging and notifications in a variety of ways. Mindsight's deployment will consist of notifications on Cisco handsets and user's mobile phones. Notification on digital signage and/or in house TVs and screens has not been scoped as part of this deployment.

### **3.3. MANUFACTURER ASSISTED INSTALLS**

Several parts of the solutions are being delivered as addons to the Cisco solution. During the design phase the manufacturers of these will need to be engaged so that their teams can bring their design processes:

**Variphy** - Variphy will provide the CDR reporting tool for the solution. Mindsight will work with Variphy to ensure their tool is installed and configured. Variphy will hold separately training sessions with the Village once the solution is live and has at least two weeks of data.

**Nelson Systems** - Mindsight will work with Nelson Systems to provide them information to integrate their recording solution at the Police Department. Mindsight does not have any expertise on the Eventide solution and will provide Cisco support to help them get the solution working. We do not have a contact at Nelson Systems and will need to rely on the Village of Orland Park to facilitate communication. Additional equipment and/or licensing may be required from the Eventide side to record a VOIP solution.

**Tyler Technologies** - The Police Department also uses a CAD (dispatch) solution from Tyler Technologies. The Police Department requested that caller ID populate into the CAD solution. A solution like this is typically performed at the software level via a TAPI Or JTAPI interface. Mindsight does not have working knowledge of the CAD solution and will support the vendor for up to 8 hours to get a solution working. A typical TAPI/JTAPI solution would involve Mindsight providing a JTAPI install and a username/password to connect to CUCM. The rest of the logic typically would reside in the desktop application. Mindsight does not have any contact at Tyler Technologies and will need to rely on the Village to facilitate communication.



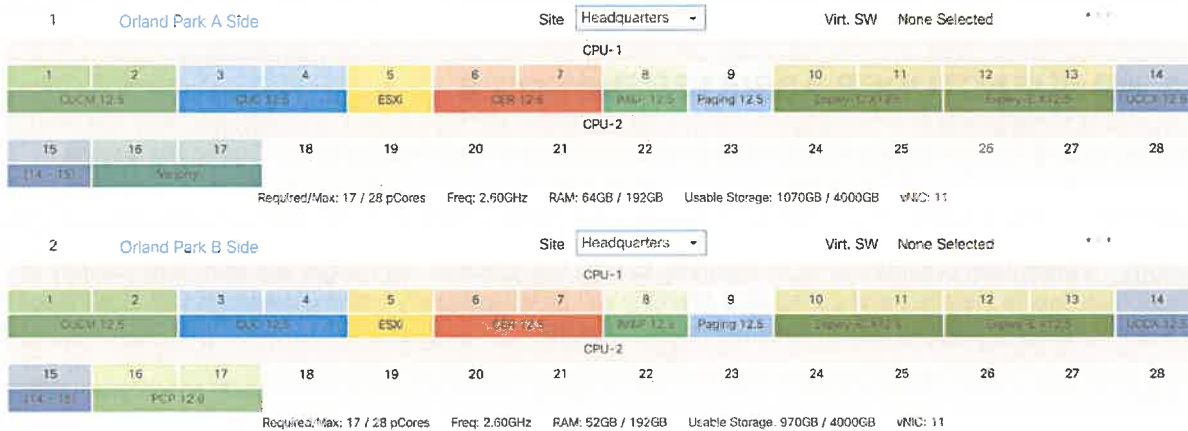
### 3.4. IMPLEMENTATION

#### Collaboration Cluster

1. Cisco Communications Manager 12.5, consisting of two nodes.
2. Cisco Unity Connection 12.5, consisting of two nodes.
3. Cisco IM & Presence Server 12.5, consisting of two nodes.
4. Cisco Emergency Responder 12.5, consisting of two nodes.
5. Cisco Expressway C and E 12.7, consisting of two nodes each.
6. Cisco Unified Contact Center Express 12.5, consisting of two nodes.
7. InformaCast Paging Server
8. Variphy Call Reporting

#### Virtual Machine Layout

An initial server layout has been created, but should not be considered final until design is complete, and the layout is approved or updated:



#### Mindsight Responsibilities

Mindsight will be responsible for the completion of the following.

##### BE7000 (BE7K) Server Install

1. Install and configure the Cisco Business Edition 7000H C Series Servers
2. Install and configure VMWare ESXi on new BE7K Servers and then install the VSphere client where appropriate
3. Configure Integrated Management Controller for Out of Band Management
4. Download and install Cisco OVA VM Templates for all products involved in this project

### **Communications Manager 12.5**

1. Install and configure Cisco Unified Communications Manager 12.5 Cluster
  - CUCM Publisher and one Subscriber on Cisco BE7K Servers
2. Configure route plan and dial plan that was determined via design meetings
  - Partitions and Calling Search Spaces
  - Route Patterns, Route Groups, Route Lists, Translation Patterns
  - Line Groups, Hunt List, Hunt Pilot (up to 10)
3. Add Cisco IP phones and Extension Mobility Profiles to the Communications Manager per design
  - Enable extension mobility service on all Cisco IP phones
4. Configure LDAP Integration with Active Directory domain
5. Configure the following CUCM Features for the IP Phones
6. Basic Telephony Features
  - call forward busy/no-answer/ unregistered, transfer, hold, ad-hoc conference
  - global call forward-no-answer timer
7. Extension to Extension Dialing
8. Configure Conference Now with up to Two (2) DID's
  - One Meet-me conference number range
9. Configure Single-Number-Reach (SNR) for up to 20 users and demonstrate how to configure for more.
10. 8+11 Digit Local or Long-Distance Dialing
11. Direct Inward Dial (assumes DID available from Telco)
12. Extension appearances
13. Voicemail Integration with Unity Connection server
14. Define three classes of service (local, long distance and international)
15. Direct Transfer to Voicemail CTI Route Point and VM Profile
16. Define call park number range
17. Configure phone devices to call forward upon busy and no answer to voicemail
18. Configure call flow for main numbers into locations
19. Configure required device pool and locations
20. Configure music on hold
21. Configure meet me conference bridge number per low level design
22. Configure ATA based analog Devices
23. Configure CUCM Disaster Recovery tool and ensure nightly backups run of database
24. Conduct Customer Approved Mindsight Test plan

### **Unity Connection 12.5**

1. Install and configure Unity Connection 12.5
  - Unity Connection Publisher on Cisco BE7K Servers
2. Configure Unity TSP to integrate with Communications Manager
3. Configure one subscriber template with the following changes:
4. Max message length
  - Voicemail Class of Service
5. Outbound calling Restriction
6. Configure one business hours schedule
7. Configure one holiday schedule
8. Configure up to two Daytime Auto Attendant for each location with up to 10 nodes
9. Configure up to two Night Auto Attendant for each location with up to 10 nodes

10. Configure Unity subscribers and AA per pre-install design
11. Define one zero-out destination for all subscribers for each location
12. Configure default voicemail conversation with standard key mappings
13. Configure Single Inbox Functionality:
14. Configure Unity Connection Unified Messaging Services
15. Create Active Directory Account to be used for Connection Unified Messaging Services and grant the account the applicable permissions
16. Configure SMTP Proxy Addresses and Exchange email addresses for the Connection users that will use single inbox
17. Configure Unity Connection Disaster Recovery Tool and ensure nightly backups run of database
18. Configure a single administrator account.
19. Conduct Customer Approved Mindsight Test plan

#### **Cisco Unified IM & Presence Server (IM&P) 12.5**

1. Stage and install Unified Presence Server software
  - IM & Presence Publisher/Subscriber on Cisco BE7K Servers
2. Integrate into existing Cisco Communications Manager Cluster
  - User and Device Configuration
  - Configure the Presence Service Parameter
  - Configure the SIP Trunk on the CUCM server
3. Configure XMPP Federation for chat capability with outside Instant Messengers
4. Import Jabber users from Active Directory
  - Verify Chat functionality
  - Verify presence indications
  - Verify presence update from phone use
  - Verify soft phone call control and features
  - Verify video call control and features
  - Verify desktop share features
  - Verify VPN Less features
5. Setup up to 40 Jabber users, demonstrate and provide instructions for customer to complete installation of other users
6. Configure Persistent Chat
7. Integrate IM&P server into Cisco DRS backup environment
8. Conduct Mindsight Test Plan

#### **Cisco Emergency Responder (CER) 12.5**

1. Stage and install Cisco Emergency Responder Primary and Secondary
2. Integrate into existing Cisco Communications Manager Cluster
3. Configure Switch Based or Subnet Based Zones
4. Configure ELIN's
5. Configure Notifications
6. Configure DRS backups
7. Conduct Mindsight Test Plan



### Cisco Contact Center Express (UCCX) 12.5

1. Stage and install UCCX primary and Secondary
2. Integrate into existing Cisco Communications Manager Cluster
3. Configure options for Finesse Agent Desktop
4. Call Scripting
5. Conduct Mindsight Test Plan

### Expressway Core/Edge 12.7 Implementation

1. Configure the appropriate internal DNS SRV records on the appropriate DNS servers
2. Work with customer to define the appropriate external DNS SRV records
3. Stage and install the latest stable release Expressway Core 12.6 software on Cisco OVA Template on existing Cisco BE7K servers
  - Configure Base configuration and DNS Setup
  - Configure SIP trunk between CUCM and Expressway Core
    - i) Configure SIP trunk to use port 5560 via SIP trunk Security Profile
  - Configure CUCM to associate domain URI's (i.e. – [user@domain.com](mailto:user@domain.com)) with the end users on the system via Enterprise Parameters
    - i) Validate Directory URI's are present under end users.
  - Discover CUCM and CUCM-IM Servers
  - Configure Domain routing to support CUCM
  - Configure Mobile Remote Access for VPN Less Jabber IM/Softphone
  - Configure Expressway Cluster
  - Configure the Firewall Traversal Client zone to connect with the Expressway Edge
  - Conduct Customer Approved Mindsight Test Plan

### InformaCast Paging

1. Review/Recommend Multicast Options
2. Install InformaCast Software
3. Setup a zone/group for each site
4. Base System Configuration
5. Configure DRS Backups
6. Conduct Mindsight test plan

### Cisco Voice Gateways

1. Upgrade all IOS to required version if required
2. Integrate with new Communications Manager cluster
3. Provide connectivity to PSTN via SIP Trunk
4. Assist with number porting (up to 3 cutovers)
5. Configure authentication via a backend Radius/AAA server and/or create a single administrator account
6. Conduct Mindsight test plan

## Manufacturer Assisted Installs

As noted in the design section, several parts of the solution are being delivered as addons. The vendors will be included in project status calls where appropriate so their install and configuration tasks can take place.

## Customer Responsibilities

The customer will be responsible for the following:

1. Complete user spreadsheet template provided by Mindsight.
2. Ensure cubicle jacks are properly labeled back to the wiring closet patch panel.
3. Ensure that the necessary Power and Cable Requirements at each user location
4. Provide server storage location to receive Communications Manager and Unity backup files (SFTP Server Required).
5. Customer is responsible for the coordination, installing, and verifying the operation of all external communication hardware not provided by Mindsight prior to or during the physical installation. This includes but is not limited to Legacy PBX or Voicemail Modules and proprietary cable pin-outs.
6. All Auto Attendant greetings in writing.
7. A person designated to record AA greetings during installation
8. Provide Mindsight with remote access to all Unified Communications infrastructure, preferably through a VPN.
9. The customer is responsible for all necessary firewall configuration
10. The customer is responsible for all required certificate purchases
11. The customer is responsible for all DNS configuration both Internal and Public DNS/SRV
12. The customer will be responsible for network and switch configuration including QOS and VLANs.
13. The customer will be responsible for coordinating E911 service with their PSTN provider.

## Project Notes/Assumptions

1. Mindsight assumes all switches are PoE and will be able to support Cisco IP Phones.
2. The type of switch will determine the ability of the system to do switch port vs subnet-based tracking for E911. Cisco and certain Meraki models can do port-based tracking.
3. Mindsight is assuming that changes required for Multicast as it pertains to InformaCast on non-Cisco switches (if existing within customer environment) will be handled by the customer.
4. Mindsight has not included hours to place phones or collect old ones.

### 3.5. SYSTEM TESTING

Testing and validation are an integral part of every deployment. Mindsight will create a custom test plan for each site. This test plan will be executed on the day of the cutover for each site Mindsight is responsible for turning up.

### 3.6. POST-CUTOVER SERVICE

The cutover and post cutover support will be determined during the design phase and are anticipated to not exceed 36 hours. If additional hours are needed those can be pulled from the existing BASIC retainer in place.

### 3.7. TRAINING

#### User Phone Training

1. A train the trainer method will be used.
2. A handout will be provided with common functions outlined

#### Admin Training

Mindsight will provide the following administrator training as part of this project:

1. System Administration Training
  - a. Up to sixteen (16) hours
  - b. This training session will include Basic Moves, Adds, Changes and Configuration information.

#### UCCX Training

Multiple training sessions have been identified to ensure a successful transition to the Call Center (UCCX) system:

1. Supervisor Training: a session has been included to talk specifically with Supervisors about how to use the Finesse Supervisor interface to monitor the activity of their team and take calls as an agent if needed. Supervisor training will also go into the call recording solution to go through listening to calls, scoring calls and running reports on agent/team recording scores.
2. Agent Training: an agent session has been included to help agents understand the functionality of the Finesse Agent interface and how to use it to do things like set their state, handle calls, and select wrap-up data.
3. Administrative Training: This session will cover the daily administrative tasks for UCCX and WFO.

### 3.8. ONGOING SERVICE, MANAGED SERVICES, AND MONITORING

Mindsight can provide long-term management, monitoring, and/or service of the UC Solution through its customized Services offerings. Mindsight can take a proactive management and monitoring approach for the long term by implementing a Managed Services agreement, allowing the Mindsight engineering team to assume management and monitoring ownership of the installed system(s). Alternatively, hourly retainer agreements can be purchased to allow for reactive service and/or to handle ongoing changes to the environment.

Please note that the warranty specified in the Mindsight 90-Day Labor Warranty section does apply to any configuration errors or omissions caused by Mindsight engineers during the implementation process, but does not cover change requests or customer-requested configuration adjustments after Project completion.

All requests for service (both warranty and non-warranty) should be submitted to [service@gomindsight.com](mailto:service@gomindsight.com) or by calling (630) 981-5119.

### 3.9. DOCUMENTATION

In addition to the documentation items listed in the Deliverables section, the following custom documentation is included:

1. Design Document
2. One-page leave behinds for the user
3. Template Turn Up document
4. Custom Test Plans

### 3.10. DELIVERABLES

Mindsight will provide the following deliverables throughout the project:

1. Periodic Meeting Notes
2. Project Specific Project Plan
3. Project Plan Updates/Milestones
4. Project Specific Test Plan

## 4. TIMELINE

This Project will kick off, based on resource availability within 6 weeks of acceptance by Customer. The final 'go live' date will be determined by a variety of factors.



## 5. ASSUMPTIONS

Mindsight assumes the following in order to provide the services described in this Statement of Work.

### 5.1. PROJECT MANAGEMENT ASSUMPTIONS

1. Customer will assign a single point of contact (SPOC) for coordination with Mindsight Project Management.
2. SPOC shall use reasonable efforts to ensure that this Project will proceed uninterrupted until Project completion. Significant delays caused by situations beyond Mindsight's control will result in a job change order executed by both parties ("Job Change Order").
3. All training and knowledge transfer not stated in the SoW will require a Job Change Order.
4. Any changes to the design and equipment list in this SoW will require a Job Change Order.
5. Customer will provide notification of at least five business days for any work which must be performed outside of Mindsight Principal Period of Service (8 AM – 5 PM Central, M – F).
6. Customer must sign off on the design documentation before implementation can begin.
7. Customer is responsible for any shipping and insurance charges, from a staging facility to the installation site(s), if any.
8. Customer shall use reasonable efforts to respond within two business days of a Mindsight request for documentation or information reasonably required for performance of the services discussed herein.
9. Customer must notify Mindsight of any scheduling changes at least two business days in advance.

### 5.2. PROJECT IMPLEMENTATION ASSUMPTIONS

1. Any items not listed above as in Section 2. Scope of Work are Out-of-Scope and will require a Job Change Order.
2. Except as stated in this SoW, Mindsight will not troubleshoot networks, applications and/or hardware with pre-existing configuration/performance problems. If requested, such additional services will require a Job Change Order and be billable at the time and materials rate as agreed upon by the parties in writing.
3. Customer will provide access to any personnel not directly involved in the Project but necessary to its completion.
4. Customer will provide all necessary materials, media, and/or software licenses that were not purchased through Mindsight for this Project.
5. Customer will ensure all existing equipment has a current support contract (such as Cisco SMARTnet) to allow for the implementation of software updates, if necessary.

### 5.3. FACILITIES RELATED ASSUMPTIONS

1. Customer will ensure all power outlets, patch panels, and all cables (power and patch) are available and verified for correct connector match and length.
2. Customer will ensure that all site preparation (including but not limited to, power, space, HVAC, cables, and racks) will be in place three (3) business days prior to the beginning of the scheduled



installation. Delays caused by incomplete site preparation will be billed at the time and materials rate including travel.

3. Customer will provide space to stage and store all equipment.
4. Customer will provide 24x7 VPN access to all necessary equipment.
5. Customer will provide any necessary physical building access Mindsight may require.
6. Customer will provide adequate workspace for Mindsight engineers with power, network, and internet access.
7. If working in a secure facility, a Customer escort must be available to work with the engineer.
8. Customer is responsible for providing all network cabling, including but not limited to patch, network, and telephone cables unless otherwise specified in this SoW.
9. Any additional cabling required will be performed by the Customer's cabling vendor. Any wiring done by Mindsight will be billable at the time and materials rate upon mutual written agreement between the parties and a signed Job Change Order. Mindsight can recommend a cabling vendor.

#### **5.4. OUT OF SCOPE & ADDITIONAL ASSUMPTIONS**

1. InformaCast supports paging and notifications in a variety of ways. Mindsight's deployment will consist of notifications on Cisco handsets and user's mobile phones. Notification on digital signage and/or in house TVs and screens has not been scoped as part of this deployment.
2. Redsky subscription for mobile users 911 compliance is not in scope of the project.
3. Call Recording outside of integrating with the existing Eventide solution at the Police Department has not been scoped as part of this project.
4. Mindsight will work with Nelson Systems to provide them information to integrate their recording solution at the Police Department. Mindsight does not have any expertise on the Eventide solution and will provide Cisco support to help them get the solution working. We do not have a contact at Nelson Systems and will need to rely on the Village of Orland Park to facilitate communication. Additional equipment and/or licensing may be required from the Eventide side to record a VOIP solution.
5. The Police Department uses a CAD (dispatch) solution from Tyler Technologies. The Police Department requested that caller ID populate into the CAD solution. A solution like this is typically performed at the software level via a TAPI or JTAPI interface. Mindsight does not have working knowledge of the CAD solution and will support the vendor for up to 8 hours to get a solution working. A typical TAPI/JTAPI solution would involve Mindsight providing a JTAPI install and a username/password to connect to CUCM. The rest of the logic typically would reside in the desktop application. Mindsight does not have any contact at Tyler Technologies and will need to rely on the Village to facilitate communication.
6. WebEx has not been scoped as part of this project.
7. New Cisco handsets will be deployed to appropriate areas by the Village of Orland Park. Old handsets will be collected and disposed of by the Village of Orland Park.
8. Wall mounted handsets will be installed by the Village of Orland Park.
9. Headsets will be purchased separately by the Village of Orland Park.
10. Video conferencing units will be purchased separately by the Village of Orland Park.
11. The two BE7K Servers and two Gateway Routers will be covered by SMARTnet. Assumption is the device endpoints (user handsets, sidecars, conference stations), and ATAs will be self spared by the Village of Orland Park.

## 6. FIXED PRICE PROJECT

Based on our experiences, and the hours anticipated to complete this project per the details of the SOW specified above, Mindsight will provide a fixed price to Village of Orland Park for this project of (See Quote).

An outline of the work to be performed includes:

| <b>Mindsight Services - Fixed Price Project</b>                        |
|--|
| <b>Overall UC Design</b>   |
| Design Meetings  |
| User Spreadsheet (Assisting but not doing it)                          |
| Base Communications Manager Design and Documentation                   |
| Base Unity Connection Design   |
| Base Emergency Responder Design and Documentation                      |
| Base Presence and Expressway Design and Documentation                  |
| Voice Gateway Design and Documentation                                 |
| <b>Server Preparation</b>  |
| Install and Configure the UCS C Series Servers                         |
| Configure Cisco Integrated Management Controller for remote management |
| Configure VMWare ESXi  |
| <b>Communication Manager</b>   |
| Install CUCM 12.X Publisher/Subscriber                                 |
| Assist in Smart Account Configuration                                  |
| Base System Configuration  |
| Configure LDAP Integration   |
| DRS Backup Configuration   |
| <b>Unity Connection Voicemail</b>                                      |
| Install CUC 12.X Publisher/Subscriber                                  |
| Assist in Smart Account Configuration                                  |
| Base System Configuration  |
| Configure LDAP Integration   |
| Configure of Single Inbox Unified Messaging                            |
| Configure DRS Backups  |
| <b>Presence Server</b>   |
| Install Presence Server Publisher/Subscriber 12.X                      |
| Integrate into Cisco CM Cluster  |
| Base System Configuration  |
| Configure Interfederation  |
| Configure DRS Backups  |

**Emergency Responder**

- Install CER Server Publisher/Subscriber 12.X
- Integrate to Cisco CUCM
- Base System Configuration
- Configure DRS Backups

**Expressway Edge and Expressway Core Implementation**

- Expressway C Install on Cisco OVA on UCS C Series Server
- Expressway E Install on Cisco OVA on UCS C Series Server
- Expressway C Base Configuration
- Expressway E Base Configuration
- Configure Expressway Cluster
- Expressway C and E integration with CUCM and CUCM-IM for Jabber MRA
- Configure DRS Backups

**Voice Gateways**

- Rack Mount
- Upgrade IOS to latest stable release
- Configure IOS Voice Gateway with base configuration
- Configure IOS Voice Gateway with SIP/Analog configuration/CUCM Integration
- Configure Paging

**Paging at Police Department**

- Configure FXO port in gateway at PD
- Connection and Testing

**CAD System at Police Department (Tyler Technologies)**

- Work with Vendor - (Assuming this will be supported - Estimating 8 Hours)

**Eventide Recording at Police Department (Nelson Systems)**

- Work with Vendor - (Assuming this will be supported - Estimating 8 Hours)

**Village Hall - Site Configuration**

- Configure Route Plan, Dial Plan and Media Resources
- Configure Hunt Groups/Pickup Groups/Parks
- Up to 4 day/night auto attendants
- Configure Users/Phones
- Configure Voice Mail Users
- Configure IM&P Users
- Configure Emergency Responder for E911 (Switches/ELINs/Notifications)

**Loebe Center - Site Configuration**

- Configure Route Plan, Dial Plan and Media Resources
- Configure Hunt Groups/Pickup Groups/Parks
- Up to 2 day/night auto attendants
- Configure Users/Phones
- Configure Voice Mail Users
- Configure IM&P Users
- Configure Emergency Responder for E911 (Switches/ELINs/Notifications)



**Recreation Admin - Site Configuration**

- Configure Route Plan, Dial Plan and Media Resources
- Configure Hunt Groups/Pickup Groups/Parks
- Up to 2 day/night auto attendants
- Configure Users/Phones
- Configure Voice Mail Users
- Configure IM&P Users
- Configure Emergency Responder for E911 (Switches/ELINs/Notifications)

**Civic Center - Site Configuration**

- Configure Route Plan, Dial Plan and Media Resources
- Configure Users/Phones
- Configure Voice Mail Users
- Configure IM&P Users
- Configure Emergency Responder for E911 (Switches/ELINs/Notifications)

**Police Department - Site Configuration**

- Configure Route Plan, Dial Plan and Media Resources
- Configure Hunt Groups/Pickup Groups/Parks
- Up to 4 day/night auto attendants
- Configure Users/Phones
- Configure Voice Mail Users
- Configure IM&P Users
- Configure Emergency Responder for E911 (Switches/ELINs/Notifications)

**Public Works Bldg - Site Configuration**

- Configure Route Plan, Dial Plan and Media Resources
- Configure Hunt Groups/Pickup Groups/Parks
- Up to 2 day/night auto attendants
- Configure Users/Phones
- Configure Voice Mail Users
- Configure IM&P Users
- Configure Emergency Responder for E911 (Switches/ELINs/Notifications)

**Sportsplex - Site Configuration**

- Configure Route Plan, Dial Plan and Media Resources
- Configure Hunt Groups/Pickup Groups/Parks
- Up to 2 day/night auto attendants
- Configure Users/Phones
- Configure Voice Mail Users
- Configure IM&P Users
- Configure Emergency Responder for E911 (Switches/ELINs/Notifications)

|  |
|--|
| <b>CPAC (Centennial Park Aquatic Center) - Site Configuration</b>            |
| Configure Route Plan, Dial Plan and Media Resources                          |
| Configure Hunt Groups/Pickup Groups/Parks                                    |
| Up to 2 day/night auto attendants  |
| Configure Users/Phones   |
| Configure Voice Mail Users   |
| Configure IM&P Users   |
| Configure Emergency Responder for E911 (Switches/ELINs/Notifications)        |
| <b>Cultural Arts Center - Site Configuration</b>                             |
| Configure Route Plan, Dial Plan and Media Resources                          |
| Configure Hunt Groups/Pickup Groups/Parks                                    |
| Configure Users/Phones   |
| Configure Voice Mail Users   |
| Configure IM&P Users   |
| Configure Emergency Responder for E911 (Switches/ELINs/Notifications)        |
| <b>Parks Administration Building - Site Configuration</b>                    |
| Configure Route Plan, Dial Plan and Media Resources                          |
| Configure Hunt Groups/Pickup Groups/Parks                                    |
| Up to 2 day/night auto attendants  |
| Configure Users/Phones   |
| Configure Voice Mail Users   |
| Configure IM&P Users   |
| Configure Emergency Responder for E911 (Switches/ELINs/Notifications)        |
| <b>History Museum - Site Configuration</b>                                   |
| Configure Route Plan, Dial Plan and Media Resources                          |
| Up to 2 day/night auto attendants  |
| Configure Users/Phones   |
| Configure Voice Mail Users   |
| Configure IM&P Users   |
| Configure Emergency Responder for E911 (Switches/ELINs/Notifications)        |
| <b>Parks HQ - Site Configuration</b>   |
| Configure Route Plan, Dial Plan and Media Resources                          |
| Up to 2 day/night auto attendants  |
| Configure Users/Phones   |
| Configure Voice Mail Users   |
| Configure IM&P Users   |
| Configure Emergency Responder for E911 (Switches/ELINs/Notifications)        |
| <b>Configure Cisco Single Number Reach (Twinning) for 20 Devices / Users</b> |
| Remote Destination Profile Config  |
| Phone/User Config for SNR  |
| <b>Configure Jabber Profiles for 40 Devices / Users</b>                      |
| Jabber Profile Config  |
| User Config for SNR  |

|  |
|--|
| <b>Cisco Contact Center Express Deployment</b>         |
| Design Meetings  |
| Visio Documentation of Design                          |
| Server Deployment and Install (OVA, ISO, install)      |
| Server Setup (join CUCM, add reason wrapup codes, etc) |
| Finesse Tasks  |
| Configuration scripting                                |
| Agent and phone setup                                  |
| Testing  |
| Admin, Supervisor, and Agent Training                  |
| <b>Informacast Fusion</b>                              |
| Design Meeting and Data Gathering                      |
| Deploy OVA Template with Informacast                   |
| Configure New Informacast                              |
| Configure Zones/Groups                                 |
| Setup Paging   |
| Informacast Testing                                    |
| <b>Analog Telephone Adapters (ATAs)</b>                |
| Configure ATA  |
| Place ATA's  |
| <b>Variphy CDR Reporting</b>                           |
| Install OVA  |
| Basic Configuration                                    |
| <b>Phone Training</b>                                  |
| Materials Creation                                     |
| Train the Trainer                                      |
| <b>Cutover and Testing</b>                             |
| Test Plan Creation                                     |
| Pre Cutover Testing                                    |
| Cutover for Site Group (Assumes 3 cutovers)            |
| Test Plan Execution for Site Group                     |
| <b>Admin Training</b>                                  |
| Administrator Training and Other                       |
| <b>Post Support</b>                                    |
| Post Cutover Support                                   |
| <b>Post Support</b>                                    |

## 7. PROPRIETARY AND CONFIDENTIAL INFORMATION

This document contains proprietary information. The data is being furnished to the customer in confidence with the understanding that it will not, without prior permission of Mindsight be duplicated, used, or disclosed in whole or in part for any reason other than for evaluation of this proposal by the customer's employees only.

Any questions regarding this proposal can be directed to:

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