

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#:

Innoprise Contract #:

Year:

Amount:

Department:

Contract Type:

Contractors Name:

Contract Description:

 ORLAND PARK
(Contract for Professional Technical Consulting)

This Contract is made this 8th day of February, 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 Solution Summary
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: An amount not to exceed \$294,181.82.

(hereinafter referred to as the "CONTRACT SUM"). The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.

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 a primary and non-contributory basis as evidenced by the ISO endorsement CG 20 10 or CG 20 26 and CG 20 01, on an applicable policy of liability 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, IL 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 foregoing 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, indirect, consequential, special, , 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 Koczwar

Its: Village Manager

Date: _____

2-11-21

FOR: **CONSULTANT**

By: _____

Print Name: James Folliard

Its: Partner

Date: 2/9/2021



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

2/9/2021
Date

Print Name: James Folliard

VILLAGE OF ORLAND PARK

By: George Koczwara
Village Manager

2-11-21
Date

Print Name: George Koczwara

 ORLAND PARK
CERTIFICATE OF COMPLIANCE

Proposers shall complete this Certificate of Compliance. Failure to comply with all submission requirements may result in a determination that the Proposer is not responsible.

The undersigned James Folliard
(Enter Name of Person Making Certification)

as Partner
(Enter Title of Person Making Certification)

and on behalf of Mindsight
(Enter Name of Business Organization)

certifies that Bidder is:

1) **A BUSINESS ORGANIZATION:** Yes [☒] No [☐]

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

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

☐ Sole Proprietor
☐ Independent Contractor (Individual)
☐ Partnership
☒ LLC
☐ Corporation _____
(State of Incorporation) (Date of Incorporation)

2) **AUTHORIZED TO DO BUSINESS IN ILLINOIS:** Yes [☒] No [☐]

The Bidder is authorized to do business in the State of Illinois.

3) **ELIGIBLE TO ENTER INTO PUBLIC CONTRACTS:** Yes [☒] No [☐]

The Bidder 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.

4) SEXUAL HARRASSMENT POLICY COMPLIANT: 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."

5) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT: Yes [☒] No [☐]

During the performance of this Project, Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder and any person under which any portion of the Bidder’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 Bidder or other organization and its customers.

In the event of the Bidder’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 Bidder 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.

6) PREVAILING WAGE COMPLIANCE: Yes [☒] No [☐]

In the manner and to the extent required by law, this project is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a Bidder or any subcontractor of a Bidder bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, Bidder shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>).

The undersigned Proposer further stipulates and certifies that it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years.

In accordance with Public Act 94-0515, the Proposer will submit to the Village certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Bidder is aware that knowingly filing false records is a Class B Misdemeanor.

7) TAX COMPLIANT: Yes [☒] No [☐]

Bidder is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (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.

AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Bidder set forth on the Bidder Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the bid 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 in this bid, 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

2/9/2021

Date

 ORLAND PARK
INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

Workers' Compensation - Statutory Limits

Employers' Liability

\$1,000,000 – Each Accident \$1,000,000 – Policy Limit

\$1,000,000 – Each Employee

Waiver of Subrogation in favor of the VILLAGE of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the VILLAGE of Orland Park

GENERAL LIABILITY (Occurrence basis)

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

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

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

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

EXCESS LIABILITY (Umbrella-Follow Form Policy)

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

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

PROFESSIONAL LIABILITY

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

Any insurance policies providing the coverages required of the Vendor, excluding Professional Liability, shall be specifically endorsed to identify "The VILLAGE of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The proposer agrees that if they are the selected vendor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the VILLAGE of Orland Park, Denise Domalewski, Purchasing & Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the VILLAGE's relationship with the selected proposer.

ACCEPTED & AGREED THIS 9th DAY OF February, 2021

James Folliard

Signature

James Folliard, Partner

Printed Name & Title

Authorized to execute agreements for:

Mindsight

Name of Company



TYM1000

OP ID: MI

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Schwaller Insurance Agency Inc 15440 S. Harlem Ave. Orland Park, IL 60462 Nancy M. Schwaller, CIC	708-444-4000 CONTACT NAME: Marie McNaughton PHONE (A/C, No, Ext): 708-444-4000 FAX (A/C, No): 708-444-3141 E-MAIL ADDRESS: marie@schwallerinsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Travelers Property Casualty	
INSURER B: The Hartford	
INSURER C: Beazley Insurance	
INSURER D:	
INSURER E:	
INSURER F:	

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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	X	ZLP15T223352115	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☐			BAIL8361622115G	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$ 10000			CUP3L5781032115	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	83WECAC3LME	01/01/2021	01/01/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab Including Cyber			V12387200901	01/01/2021	01/01/2022	Ea Claim \$ 5,000,000 Aggregate \$ 5,000,000

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. Waiver of subrogation is included for the General Liability and Worker's Comp policies.

CERTIFICATE HOLDER
CANCELLATION

ORLANDP Village of Orland Park 14700 Ravinia Ave Orland Park, IL 60462	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Nancy M. Schwaller, CIC
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Quote Date: January 12th, 2021

Quote Description: HPE dHCP Server/Storage Solution -r9
Cisco Core 9500s

Bill To: Dave Buwick
Village of Orland Park

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

Account Executive: Don Vargo 630-981-5012 dvargo@gomindsight.com
Contract Solution Specialist: Gaby Patino 630-981-5034 gpertino@gomindsight.com

Ship to: Dave Buwick
Village of Orland Park

Line Item	Product Description	Qty		
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HPE Distributed Hyper-Converged (dHCI) Server and Storage Solution

Solution Summary

Revision 9

HPE dHCI / 2 x DL380G10 / HF20 / HPE Cloud Volumes / 5 yr ProActive Care

Each DL380 has 2 x 2-port 10GbE SFP+ network cards / 384 GB memory / iLO / Oneview
HF20 / 21TB raw / 48TB effective / 2-port 10GbE SFP+ network cards
Single Site Only

HPE DL380 Servers

1.0	HPE Nimble Storage dHCI Configure-to-order Additional Base Array Tracking	1
2.0	HPE ProLiant DL380 Gen10 8SFF NC Configure-to-order Server	2
3.0	HPE DL380 G10 CTO Mod-X 8SFF WO NIC	2
4.0	Intel Xeon-Gold 5220 (2.2GHz/18-core/125W) FIO Processor Kit for HPE ProLiant DL380 Gen10	2
5.0	Intel Xeon-Gold 5220 (2.2GHz/18-core/125W) Processor Kit for HPE ProLiant DL380 Gen10	2
6.0	Factory integrated	2
7.0	HPE 32GB (1x32GB) Dual Rank x4 DDR4-2933 CAS-21-21-21 Registered Smart Memory Kit	24
8.0	Factory integrated	24
9.0	HPE 240GB SATA 6G Read Intensive SFF SC Multi Vendor SSD	4
10.0	Factory integrated	4
11.0	HPE 1GBE 2P BASE-T BCM5720 ADPTR	2
12.0	HPE Ethernet 10Gb 2-port SFP+ 57810S Adapter	2
13.0	Factory integrated	2
14.0	HPE 96W Smart Storage Lithium-ion Battery with 145mm Cable Kit	2
15.0	Factory integrated	2
16.0	HPE Smart Array P408i-a SR Gen10 (8 Internal Lanes/2GB Cache) 12G SAS Modular Controller	2
17.0	Factory integrated	2
18.0	HPE FlexFabric 10Gb 2-port FLR-SFP+ 57810S Adapter	2
19.0	Factory integrated	2
20.0	HPE BladeSystem c-Class 10Gb SFP+ SR Transceiver	16
21.0	Factory integrated	16
22.0	HPE 800W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit	4
23.0	Factory integrated	4
24.0	HPE iLO Advanced 1-server License with 3yr Support on iLO Licensed Features	2
25.0	Factory integrated	2
26.0	HPE 2U Cable Management Arm for Ball Bearing Rail Kit	2
27.0	Factory integrated	2
28.0	HPE Gen10 2U Bezel Kit	2
29.0	Factory integrated	2
30.0	HPE 2U Small Form Factor Ball Bearing Rail Kit	2
31.0	Factory integrated	2
32.0	HPE Nimble Storage dHCI for DL3x0 Server with Additional Custom ESXi FIO Software	2
33.0	HPE Premier Flex LC/LC Multi-mode OM4 2 fiber 5m Cable	16
34.0	HPE 4.3m/14ft CAT5 RJ45 M/M Ethernet Cable	6
35.0	HPE OneView w/o iLO Advance including 3yr 24x7 Support Track 1-server LTU	2
36.0	HPE NS C13 TO C14 FIO POWER CORD	2

VMware vSphere

37.0	VMware vSphere Enterprise Plus 1 Processor 5yr Software	4
38.0	VMware vCenter Server Standard for vSphere (per Instance) 5yr E-LTU	2

HPE Training Credits

39.0	HPE Training Credit Servers/HybridIT SVC	2
40.0	HPE Training Credits for VMware SVC	5



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Line Item	Product Description	Qty		
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HPE Nimble Storage - 21TB raw / 48TB effective

41.0	HPE Nimble Storage HF20 Adaptive Dual Controller 10GBASE-T 2-port Configure-to-order Base Array	1
42.0	HPE Nimble Storage HF20/20C Adaptive Array 21TB (21x1TB) FIO HDD Bundle	1
43.0	HPE Nimble Storage 2x10GbE 2-port FIO Adapter Kit	1
44.0	HPE Nimble Storage C13 to C14 250V 10Amp 1.8m Universal FIO Power Cord	2
45.0	HPE Nimble Storage HF20 Adaptive Array R2 2.88TB (6x480GB) FIO Cache Bundle	1
46.0	HPE Nimble Storage dHCI NOS PB FIO Software	1
47.0	HPE Nimble Storage AF/HF Array Standard Tracking	1

Cisco Redundant Catalyst 9500 48-Port Core Switches (non PoE) Five Year DNA Advantage Subscription

48.0	Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G, Advantage	2
49.0	C9500 Network Stack, Advantage	2
50.0	Cisco Catalyst 9500H XE 17.3 UNIVERSAL - NPE	2
51.0	650W AC Config 4 Power Supply front to back cooling	2
52.0	650W AC Config 4 Power Supply front to back cooling	2
53.0	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	4
54.0	Cisco pluggable SSD storage	2
55.0	Catalyst 9500 Type 4 front to back cooling Fan	4
56.0	C9500 DNA Advantage, Term License	2
57.0	DNA Advantage 5 Year License	2
58.0	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	6
59.0	PI Dev Lic for Lifecycle & Assurance Term 5Y	6
60.0	Network Plug-n-Play Connect for zero-touch device deployment	2
61.0	25GBASE-CU SFP28 Cable 1 Meter	3
62.0	10GBASE-CU SFP+ Cable 5 Meter	12
63.0	Cisco 10GBASE-SR SFP Module (20 MDF + 8 IDF + 2 MSA + 2 Old Core + 2 Spare)	34
64.0	1000BASE-T SFP Copper Transceiver Module RJ45 (2 Nimble + 2 MSA + 2 Spare)	6
65.0	Placeholder - Misc (Fiber Patch Cables, etc) - Up to \$250	1

Five Years of HPE and Cisco Maintenance and Support

66.0	HPE 5Y Proactive Care 24x7 SVC	1
67.0	HPE One View w/o iLO Support	2
68.0	HPE iLO Advanced Non Blade Support	2
69.0	HPE DL38x Gen10 Support	2
70.0	HPE VMware vSphere EntPlus 1P 5yr SW Support	4
71.0	HPE VMware vCenter Server Standard 5yr SW Support	2
72.0	HPE NS 5Y 4H Onsite Exchange Support	1
73.0	HPE NS HF20/20C Hybrid 21TBHDD Bndl Supp	1
74.0	HPE NS HF20 2.88TB Cache Supp	1
75.0	HPE NS HF20 Hybrid Base Array Supp	1
76.0	HPE NS 2x10GbE 2p Adptr Supp	1
77.0	Cisco OSP (7x24x4 OnSite) for Catalyst 9500 48x1/10/25G and 4-port 40/100G, Advantage	2



Quote Date: January 12th, 2021

Quote Description: HPE dHCP Server/Storage Solution -r9
Cisco Core 9500s

Bill To: Dave Buwick
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Mindsight - 2001 Butterfield Road - Suite 250 - Downers Grove, IL 60515
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Ship to: Dave Buwick
Village of Orland Park

Line Item	Product Description	Qty		
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Mindsight Professional Services - Fixed Price Project

Nimble HF20 Deployment and Setup

Design and Planning
Rack and Stack
Setup Nimble
Configure iSCSI connection for (2) ESXi hosts
Setup and Configure of VVOLs integration with Nimble Storage
Configure Integration with Nimble Cloud Volumes so Nimble Snaps can be replicated to Cloud Volumes
Testing and Troubleshooting

HPE DL380G10 Servers and VMware Deployment

Design and Planning
Rack and Stack
Deploy VMware ESXi on Hosts and with base configuration
Deploy VMware Vcenter VCSA appliance and Configure and Add (2) ESXi Hosts to it
Deploy and Configure Integrated Stack Management Plug into Vcenter for Nimble DHCI "Vision"

HyperV to VMware Migration

Design and Planning
VMware Setup
Veeam Setup
Veeam Data Migration for Approximately 23 VMs

Veeam Backup Environment (Backup Only - No Replication without VMware Server)

Veeam Prep and Planning
Recreate Veeam Backup Jobs and Reseed Data on HPE MSA Target in Rec Admin Building

Catalyst 9500-48Y4C-A Advantage Layer 3 Core/Distribution Layer Switches

Discovery and Review of Existing Core
Catalyst 9500-48Y4C-A Collapsed Core/Distribution Layer 3 Network Design and Prep
Upgrade IOS on Catalyst 9500-48Y4C-A Core/Distribution Layer 3 to the Latest Stable Release After Analysis
Configure Catalyst 9500-48Y4C-A Core/Distribution Layer 3 with base configuration, layer 2 VLANs, Layer 3 VLANs, routing logic migration from Existing Layer 3 Core, NTP, VSS or Virtual Stack, dot1q trunks, qos, management IP, Default Gateway, SNMP, STP, etc.
Conduct Mindsight Test Plan and Cutover from existing Layer 3 Core/Distribution Switching

Project Management

Day 1 Support - Network
Day 1 Support - DataCenter
Training to explain new environment, configuration and high level day to day management
Visio of new 9500s set to existing network and new HPE DHCI
Visio of new HPE DHCI Setup



Formerly Tympani, Inc.
Technology. Transparency. Trust.

STATEMENT OF WORK

HPE DISTRIBUTED HYPERCONVERGED SERVER AND STORAGE AND CISCO 9500 CORE INFRASTRUCTURE DEPLOYMENT (SOW 8)

PREPARED FOR



ORLAND PARK

Mr. Dave Buwick
Village of Orland Park

January 8th, 2020

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

TECHNICAL CONTACT

Kevin Parker
(630) 981-5086
kparker@gomindsight.com

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2. PROJECT OBJECTIVES

The Village of Orland Park ("Customer") has engaged Mindsight as they are deploying a new ERP application called Munis from Tyler Technologies. Mindsight has been engaged to conduct the implementation of an HPE dHCI solution as a migration from their current compute/SAN architecture as well as conduct the implementation of a Cisco Catalyst 9500s as the net new collapsed core/distribution.

Specifically, Mindsight will conduct the following tasks:

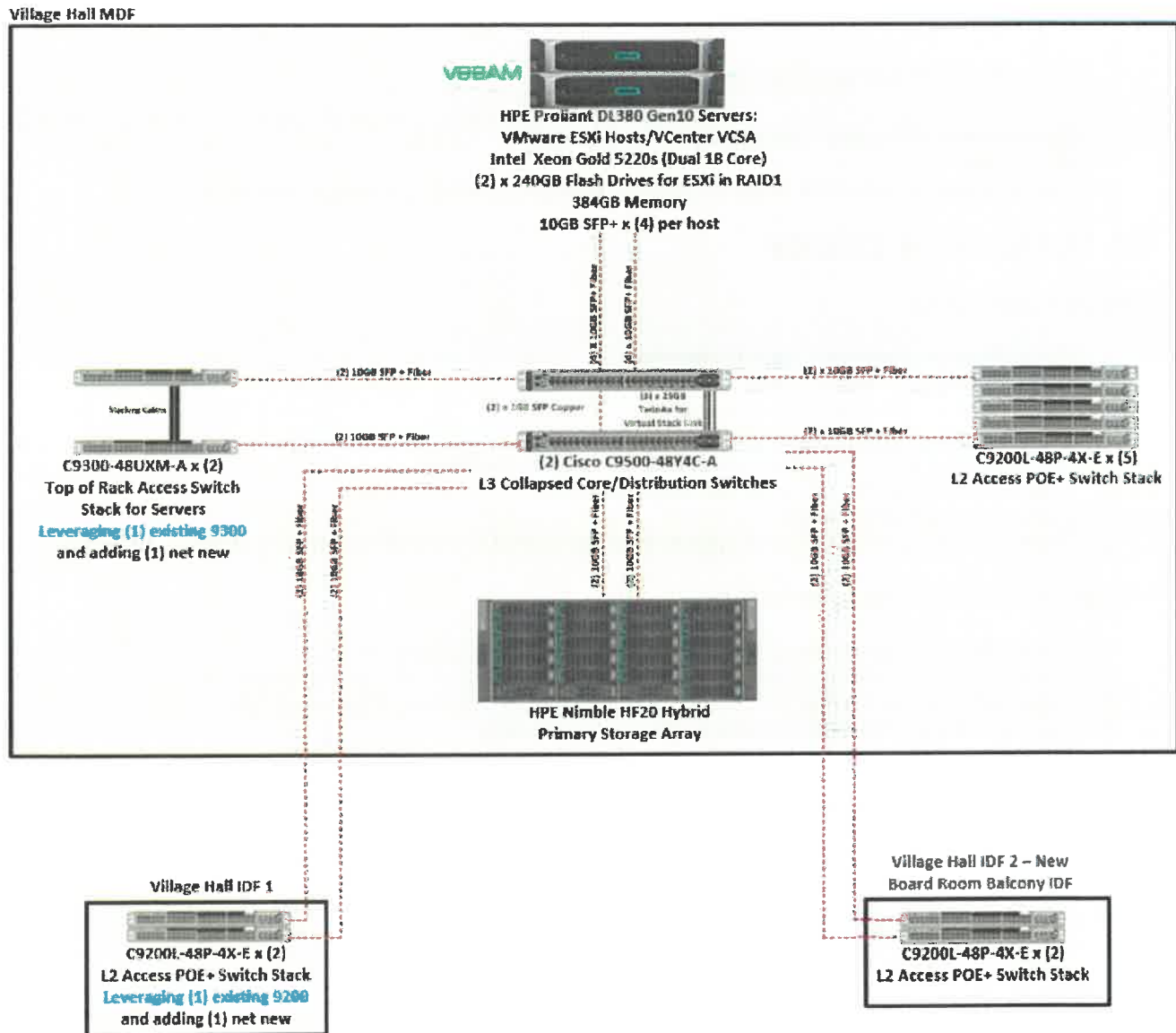
Village Hall:

1. Installation and Configuration of (2) Cisco Catalyst 9500 48 port 1/10Gbps SFP+ switches to serve as the Layer 3 Core/Distribution layer for main data center MDF closet as a replacement to the existing Cisco 4500X core network infrastructure.
 - a. Serve as Layer 3 Routed Core/Distribution Layer and Root Bridge for this data center location.
 - b. Physically terminate all neighboring SFP transceivers connections from neighboring switch stack, key infrastructure, HPE compute, HPE Nimble SAN, etc.
2. Installation and Configuration of (2) HPE DL380 G10 VMware HyperVisor Hosts
 - a. Installation and Configuration VMware ESXi 7.x
 - b. Installation and Configuration of VMware vCenter 7.x VCSA and integration with net new hosts
3. Installation and Configuration of (1) Nimble HF20 Storage Array
 - a. Conduct a VM/Data Migration of (23) virtual machines to Nimble HF20 Array from existing 3-Par Array
4. Reconfiguration of existing Veeam backup jobs within existing Village of Orland Park Veeam deployment and conduct reseeding of data onto HPE MSA 2050 residing Recreation Admin building.

Assumptions:

1. Migration of Virtual Machines with Raw Disk Mappings (RDM) disks are considered outside the scope of this engagement.
 - a. Mindsight can assist with the migration of VMs with RDM disks off the Village of Orland Park's Support Retainer or on a T&M basis.
2. The reconfiguration of the back environment will result in backups only, without replication as there is not currently a VMware environment within Rec Admin.
3. It is assumed the existing HP MSA 2050 storage array has adequate available capacity for backups of the existing and net new ERP data.
4. The Village of Orland Park does not need to preserve MAC Addresses as discussed.
5. The existing IP Scheme continue to be used until the full network infrastructure refresh occurs.
6. As shown on the diagram, only the Cisco 9500 Core switches are being deployed at this time. The Cisco 9300s and 9200s in the MDF, and 9200s for the IDF's not part of this project but are being represented as part of the full network infrastructure yet to occur.
7. It is assumed the products quoted will be within the same datacenter MDF, and within reasonable cabling runs to the existing 4500X core switch (5-meters?)

Below is a High Level Physical / Logical Diagram Representing the Future State Design:



Please Note: Only the Cisco 9500 Core switches are being deployed at this time. The Cisco 9300s and 9200s in the MDF, and 9200s for the IDF's not part of this project but are being represented as part of the phase two project.

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.

3.2. PLANNING & DESIGN

Network Infrastructure:

1. Detail IP addressing and Layer 3 Networks
2. Detail VLANs, port assignments
3. Detail Catalyst OS version level needs
4. Detail Layer 2, Layer 3, VSS and STP
5. Detail 10Gbps links to neighboring devices per project objectives
6. Detail Routing and Routing Protocol Requirements
7. Detail switch security design
8. Create cutover plan/test plan for cutover weekend to ensure smooth cutover and limit the unknowns

VMware and HPE Compute Infrastructure:

1. Detail VMware Environment (Host Names, IP Addressing, Credentials, etc.)
2. Detail VMware 7.x Hosts (Host Names, IP Addressing, vSwitch, vPorts, Credentials, etc.)
3. Detail VMware 7.x vCenter Server (VCSA Host Name, IP Address, Credentials, etc.)
4. Identify and plan migration/conversion groups and strategy

HPE Nimble HF20 Storage Array:

1. Verify cable requirements and north bound networking details
2. Verify Nimble SAN array requirements
3. Create Customer Specific Migration/Test Plan

Veeam Backups:

1. Review current Veeam Backup Jobs
2. Create Customer Specific Migration Plan to recreate jobs and reseed data on MSA

3.3. CISCO NETWORK AND HPE dHCI IMPLEMENTATION

Cisco Network Infrastructure Implementation:

1. Installation and Configure (2) Cisco Catalyst 9500-48YC Switches to serve as the layer 3 core/aggregation layer for the MDF closet at Village Hall as a direct replacement to the existing end of life Cisco core switching:
 - a. Rack and Cabling of 9500-48YC
 - b. Upgrade Cisco IOS to the latest revision if applicable
 - c. Configure VTP domain, mode, version
 - d. Configure aaa authentication settings and SNMP strings
 - e. Configure Layer 2 VLANs and access ports per low level design
 - f. Configure Layer 3 Switched Virtual Interfaces (SVI's) per low level design
 - g. Configure authentication via aaa if available or local admin account
 - h. Configure necessary static routes and configure routing protocol per low level design
 - i. Configure advanced routing per low level design
 - i. Configure necessary trunk links/server/network infrastructure links for all applicable neighboring network devices
 - j. Optimize switch configuration
 - i. BPDU guard, STP, loop guard, root guard, etc.
 - k. Conduct Mindsight Test Plan

HPE Compute and VMware Infrastructure:

1. Rack mount and install (2) HPE DL380 G10 Servers
2. Connect power and network cabling
3. Install VMWare VSphere ESXi 7.x on (2) HPE DL380 G10 Servers
4. Install VMWare vSphere Licensing
5. Configure Local Boot in RAID1 with local SD cards
6. Initial configuration of ESXi 7.0
7. Create vSwitch 0 for Management
8. Create vSwitches for servers and storage, or migrate interfaces to dv switch, depending on design decisions
9. Add NICs to vSwitch
10. Create Port Groups
11. Install VMware vCenter Server Appliance (vCSA)
12. Connect to target host
13. Configure Single Sign-On
14. Configure Database and Datastore
15. Configure Network Settings
16. Add (2) HPE DL380 G10 Servers to VCSA 7.0 appliance
17. Conduct Mindsight Test Plan

Nimble HF20 Storage Array:

1. Hardware Installation
 - a. Physical installation of Nimble Array
 - b. Unbox and inventory equipment
 - c. Install rail kit into rack
 - d. Install Nimble equipment and secure into rack
 - e. Physical connection of cables, networking and power components
 - f. Connect up cables to the array network interfaces.
 - g. Verify system components are operating as designed (no warning lights or failure indicators.)
2. Logical Configuration
 - a. Complete Nimble array setup using Nimble setup wizard
 - b. Configure the following:
 - c. Hostname
 - d. Admin password
 - e. Management IP(s)
 - f. Network topology
 - g. Data IP(s)
 - h. Subnet masks
 - i. Default gateways
 - j. Time zone
 - k. DNS
 - l. Autosupport heartbeats
 - m. SMTP for email alerts
 - n. Update array to latest stable Nimble SW release
3. VM Migration
 - a. Conduct Migration of all Virtual Machines currently residing on existing storage array
 - b. Migrate (23) VMs and change datastore from Nimble CS300 to Nimble HF20 for Muscatine Datacenter
 - c. Migrate (23) VMs and change datastore from previous SAN to net new SAN
4. Conduct Mindsight Test Plan

Veeam Backup Configuration:

1. Reconfiguration of existing Veeam backup jobs and reseeding of data onto HPE MSA 2050 residing Recreation Admin building per low level design
2. Conduct Mindsight Test Plan

3.4. POST-CUTOVER SERVICE

1. Provide hotline number for system issues.
2. Maintain and update issues log with Village of Orland Park project manager.
3. Mindsight will provide onsite support during the first (8) hours of post cutover, during which they will answer questions and perform any troubleshooting any relation to this project. Subsequent support can be provided remotely.

3.5. TRAINING

1. Mindsight will conduct up to (2) hours of administrative training detailing day to day management activities and overall configuration of the net new Cisco core switching, HPE compute and Nimble HF20 storage array.

3.6. DOCUMENTATION

1. Mindsight will create detailed Visio diagrams as documentation for:
 - o The Cisco 9500 Core Layer2/Layer3 Environment
 - o The HPE Storage, Server and Connectivity DHCi Environment.

3.7. ONGOING SERVICE, MANAGED SERVICES, AND MONITORING

As an option, Mindsight can provide long-term management, monitoring, and/or service of the network or security infrastructure 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 or by calling (630) 981-5119.

4. TIMELINE

This Project will kick off, based on resource availability within 4 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. TECHNOLOGY ASSUMPTIONS

1. Migration of Virtual Machines with Raw Disk Mappings (RDM) disks are considered outside the scope of this engagement.
 - a. Mindsight can assist with the migration of VMs with RDM disks off the Village of Orland Park's Support Retainer or on a T&M basis.
2. The reconfiguration of the back environment will result in backups only, without replication as there is not currently a VMware environment within Rec Admin.
3. It is assumed the existing HP MSA 2050 storage array has adequate available capacity for backups of the existing and net new ERP data.
4. The Village of Orland Park does not need to preserve MAC Addresses as discussed.
5. The existing IP Scheme continue to be used until the full network infrastructure refresh occurs.
6. As shown on the diagram, only the Cisco 9500 Core switches are being deployed at this time. The Cisco 9300s and 9200s in the MDF, and 9200s for the IDF's not part of this project but are being represented as part of the full network infrastructure yet to occur.
7. It is assumed the products quoted will be within the same datacenter MDF, and within reasonable cabling runs to the existing 4500X core switch (5-meters?)

5.2. 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.

5.3. 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.

5.4. 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.

6. PROJECT WORK

Based on our experiences, and the hours anticipated to complete this project per the details of the SOW specified above, An outline of the work to be performed includes:

Nimble HF20 Deployment and Setup
Design and Planning
Rack and Stack
Setup Nimble
Configure ISCSI connection for (2) ESXi hosts
Setup and Configure of VVOLs integration with Nimble Storage
Configure Integration with Nimble Cloud Volumes so Nimble Snaps can be replicated to Cloud Volumes
Testing and Troubleshooting
HPE DL380G10 Servers and VMware Deployment
Design and Planning
Rack and Stack
Deploy VMware ESXi on Hosts and with base configuration
Deploy VMware Vcenter VCSA appliance and Configure and Add (2) ESXi Hosts to it
Deploy and Configure Integrated Stack Management Plug into Vcenter for Nimble dHCI "Vision"
HyperV to VMware Migration
Design and Planning
VMware Setup
Veeam Setup
Veeam Data Migration for Approximately 23 VMs
Veeam Backup Environment (Backup Only - No Replication without VMware Server)
Veeam Prep and Planning
Recreate Veeam Backup Jobs and Reseed Data on HPE MSA Target in Rec Admin Building
Catalyst 9500-48Y4C-A Advantage Layer 3 Core/Distribution Layer Switches
Discovery and Review of Existing Core
Catalyst 9500-48Y4C-A Collapsed Core/Distribution Layer 3 Network Design and Prep
Upgrade IOS on Catalyst 9500-48Y4C-A Core/Distribution Layer 3 to the Latest Stable Release After Analysis
Configure Catalyst 9500-48Y4C-A Core/Distribution Layer 3 with base configuration, layer 2 VLANs, Layer 3 VLANs, routing logic migration from Existing Layer 3 Core, NTP, VSS or Virtual Stack, dot1q trunks, qos, management IP, Default Gateway, SNMP, STP, etc.
Conduct Mindsight Test Plan and Cutover from existing Layer 3 Core/Distribution Switching
Project Management
Day 1 Support
Training to explain new environment, configuration and high level day to day management
Visio of new 9500s set to existing network and new HPE dHCI
Visio of new HPE dHCI Setup

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 and except as provided by law.

Any questions regarding this proposal can be directed to:

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