CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#:   **Innoprise Contract #:**

Year: **Amount:**

Department:

Contract Type:

Contractors Name:

Contract Description:

MASTER SERVICES AGREEMENT

This Master Services Agreement (Agreement) is entered into as of _11-6-19_ ("Effective Date"), by and between SWC Technology Partners, LLC ("SWC"), a Delaware limited liability company with its principal place of business at 1420 Kensington Road, Suite 110, Oak Brook, Illinois, 60523, and _Village of Orland Park_ ("Client"), located at _14700 S Ravinia Ave Orland Park IL 60462_

Client and SWC agree as follows:

Scope of Work: SWC will perform for Client the services ("Services") and provide the deliverables ("Deliverables") as defined in the mutually agreed Statements of Work ("SOW"). When executed by SWC and Client, such SOWs will be attached to and made part of this Agreement.

Confidentiality: The terms and conditions of this Agreement are confidential, and any and all information disclosed and identified by either party as "Confidential" and/or "Proprietary", or which, under all of the circumstances, ought reasonably to be treated as Confidential and/or Proprietary ("Confidential Information"), will not be disclosed by a party to any third party without the express consent of the other party. Confidential Information will not include: any information which is or becomes generally available to the public other than as a result of the breach of the receiving party under this Agreement, is or becomes available to the receiving party on a non-confidential basis from an authorized third party, is in a party's possession prior to the Effective Date, or is independently developed by a party without reference to the other party's Confidential Information.

Ownership: Preexisting Work, such as development frameworks, code libraries, best practices, knowledge and techniques not developed in the course of providing the Services or Deliverables to Client shall reside with the party that provided such Preexisting Work. Other than Preexisting Work and their extensions developed during this Agreement, Client shall own all Deliverables produced pursuant to the Agreement and paid for in full. SWC shall be free to use in other engagements its general knowledge, skills and experience and any ideas, concepts, know-how and techniques related to SWC's services and used in the course of providing Services or Deliverables.

Representations and Warranties: SWC warrants that Services will be provided in a professional manner, by qualified personnel, consistent with this Agreement. If SWC does not perform any particular Service or provide any particular Deliverable in accordance with this warranty, SWC shall make all commercially reasonable efforts to successfully re-perform such Service or repair or replace such Deliverable or, at its option, SWC may refund the price Client paid for such Service and/or Deliverable. Claims under this paragraph must be submitted within 20 days of the date of delivery of the applicable Service or Deliverable. SWC makes no other warranties or representations, express or implied, with respect to Services or Deliverables under this Agreement. SWC expressly disclaims any warranty of merchantability or fitness for a particular purpose.

Limitation of Liability: Neither party will be liable to the other for any consequential, incidental, indirect, special or punitive damages which may arise out of the Services or Deliverables provided under this Agreement. In no event will either party be liable to the other for amounts in excess of the amount to be paid for Services rendered over the preceding 12 month period.

Indemnity: Each party shall indemnify the other party against any third party claim (including litigation costs and reasonable attorneys' fees) to which the indemnified party is subject relating to infringement of proprietary rights, property damage or bodily injury to the extent proximately caused by the negligent or willful acts or omissions of the indemnifying party in connection with this Agreement.

Non-Solicitation: During the period beginning with the Effective Date and ending twelve months after the date of the last invoice from SWC to Client, neither party nor their respective controlled affiliates will offer employment to or hire any current or recent employee of the other party without the prior written consent of such party. "Recent Employee" shall include any individual employed by a party during the preceding twelve months. "Employment" shall include any form of employment, consulting, independent contractor relationship, or other arrangement in which an individual will directly or indirectly perform services. In the event that either SWC or the Client breaches this clause, the non-breaching party shall be entitled to an amount equal to one hundred percent (100%) of the hired employee's prior twelve (12) month compensation with the non-breaching party not as a penalty but as liquidated damages and compensation.

13768506v.5

Fees and Payments: The fees for SWC's Services and Deliverables will be charged based on the current SWC standard terms and rates, as amended from time to time, unless other terms and rates are agreed to in writing. SWC shall submit detailed invoices to Client on a monthly basis, which shall be due and payable within the invoice terms. Standard terms are Net 60 days from invoice date, subject to credit approval. Client is responsible for and agrees to pay all applicable sales, use, transfer, excise, value added or other federal, state or local taxes and all duties assessed on the Services and/or Deliverables. Failure of Client to pay any amounts when due will be sufficient cause for SWC to suspend or terminate the Services or withhold Deliverables. Any amounts not paid by the due date will be subject to a finance charge equal to the lesser of 1½% per month or the maximum rate allowed by law.

Travel and Expenses: Client will reimburse SWC for all expenses incurred for travel outside of a 50 mile radius of SWC offices, including but not limited to airfare, lodging, transportation, and other expenses incurred by SWC and SWC personnel in the course of performing the Services. Client agrees to a standard per diem fee for meals and personal expenses of SWC employees when traveling outside the 50 mile radius of SWC offices. SWC will bill ½ standard hourly rates for the time spent traveling to and from Client site. For travel within the 50 mile radius, SWC will invoice Client for travel time at standard hourly rates unless the travel time is associated with seven or more billable hours of work for that day.

Term and Termination: The term of this Agreement shall commence on the Effective Date set forth above and shall continue indefinitely. However, either party may terminate this Agreement, without cause, upon thirty calendar day's written notice. Client's obligation to make payment for Services performed by SWC prior to termination and the parties' respective confidentiality and non-solicitation obligations shall survive termination of this Agreement.

Independent Contractors: The parties are independent contractors and this Agreement will not establish or be construed to create a partnership, joint venture or employment relationship.

Non-Exclusivity: Each party acknowledges and agrees that this Agreement is non-exclusive, and nothing in this Agreement prohibits either party from engaging in or participating with any third party in business arrangements similar to or competitive with those described in this Agreement.

Assignment: Client may not assign or delegate any or all of its rights or its duties under this Agreement without payment in full of all amounts due to SWC under this Agreement.

General Terms: This Agreement is governed by the substantive laws of the State of Illinois. Any modification or amendment of this Agreement will require the written consent of both parties. If any provision of this Agreement is judicially determined to be invalid or unenforceable, the remaining provisions will remain in full force and effect and any invalid or unenforceable provision will be limited to the extent necessary to render it legally enforceable. To be legally effective, any waiver by a party of any of its rights or the other party's obligations under this Agreement must be made in writing and signed by the waiving party.

Additional Terms: Any additional terms agreed to by Client and SWC are set forth on Exhibit A, which will be attached to and made a part of this Agreement.

Complete Agreement: This Agreement (together with the Statements of Work and any Additional Terms) is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and supersedes all prior oral or written proposals or agreements with respect to the subject matter of this Agreement. This Agreement may not be modified except in writing executed by the parties.

The parties have executed this Agreement as of the Effective Date. This Agreement may be executed in counterparts, which together will constitute a single Agreement. Signatures provided by facsimile or in electronic or pdf format will be relied on as originals.

Village of Orland Park :
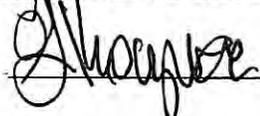
By: _Allouyee_

Name: _George Kaczwara_

Title: _Village Manager_

Date: _11-6-19_

SWC Technology Partners, LLC:

By: _____

Name: _Adam Ferguson_

Title: _SVP_

Date: _11-11-19_

SWC | TECHNOLOGY PARTNERS
A BDO USA Company

STATEMENT OF WORK (SOW)

VILLAGE OF ORLAND PARK — AZURE AD AND IAAS SETUP

10/24/2019
SWC Technology Partners
Eric Jandacek

1 STATEMENT OF WORK

This Statement of Work will be incorporated into the Master Services Agreement with an Effective Date of
_____*11·6·19*_____ between SWC Technology Partners, LLC. ("SWC"), and Village
of Orland Park ("Orland Park", "Client").

All terms and conditions of the Services Agreement not modified herein remain in full force and effect for
the Term of the Agreement.

2 BACKGROUND

Orland Park has engaged SWC to help consolidate their current on-premises infrastructure by assisting
them in their Azure cloud journey. The first step of the process is to ensure proper connectivity to the
cloud.

This Statement of Work serves as a guideline for the work to be performed.

3 OBJECTIVES

Key objectives of this project include:

- Review and identify Azure governance
- Create Azure subscription and implement governance
- Configure networking and on-premises connectivity
- Build and configure a new domain controller and AD Connect servers in Azure

4 SCOPE

The items within the scope of this project are:

4.1 AZURE DEPLOYMENT

- Discussion to determine Azure governance, networking requirements, subnets, and connectivity
  between Azure and on-premises environments
- Create Azure subscription
- Design and creation of Azure virtual network, VPN gateway, and connectivity to on-premises
  environments
- Setup and configure Azure Domain Controller
- Setup and configure Azure AD Connect

- ◦ Configure Self Service Password Reset
  - Identify requirements for website vs Windows 10 integration
  - ⸱ Pilot SSPR with 3 users
- ◦ Configure Azure AD with existing SaaS applications (up to 16 hours)
- ◦ Enable Office 365 Multi-Factor Authentication to support MFA for SaaS applications and future Office 365 components
- ◦ Configure Conditional Access policies to enable MFA for implemented SaaS applications
- ◦ Configure billing alerts
- ◦ Deploy baseline Azure policies for best practices recommended by SWC

4.2 DELIVERABLES

- ◦ Azure environment consisting of a virtual network, domain controller, and billing alert(s)

4.3 ENGINEER LED PROJECT MANAGEMENT

- ◦ Project initiation and tracking
  - Requirements and Kick-off
  - Regular status reports
  - Project closure
- ◦ Formal change requests (as needed)
- ◦ Task identification via Gantt Chart
- ◦ Deliverables and quality review

5   OUT OF SCOPE

The items not included in the scope of this project are:

- ◦ Troubleshooting or support for any pre-existing issues in the Azure or on-premises environment
- ◦ End user support for rollout of Self Service Password Reset, MFA or SaaS applications
- ◦ Integration of MFA with on-premises solutions
- ◦ Configuration of components of Office 365 or EMS outside of Self Service Password Reset, MFA and Azure AD SSO

6   ESTIMATE

SWC will bill at the following rates for the project:

Role	Business Hours Rate
Experienced Infrastructure Consultant	$185/hour

The estimated cost of the project is shown in the table below.

	Hours	Cost
Azure Deployment	74	$13,690
Engineer Led Project Management	12	$2,220
TOTAL	**86**	**$15,910**

This estimate may be modified by SWC upon further discovery of Project requirements and SWC involvement. If additional time is needed to complete the Project, it will require that a Project Change Request be duly authorized by Client.

The Project will be conducted on a time and materials basis. Actual hours spent will be billed. SWC will invoice Client monthly for services performed and approved expenses incurred during the previous period. Client agrees to pay within the invoice terms.

7 TIMELINE

The Project is expected to take 2-3 weeks from the date of project commencement. Any delays that extend the project duration beyond 3 weeks may require a Project Change Request to increase cost estimates.

The project start date has not been defined. SWC will work with Client to develop an acceptable project schedule and timeline.
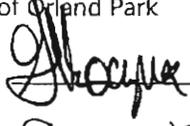
8 ASSUMPTIONS & CONTINGENCIES

- Hours worked will be billed monthly.
- This proposal is in effect for thirty days from the date of this letter.
- Access to all existing relevant documents will be provided as needed.
- Access to technical and functional personnel will be made available as required.
- Appropriate access to required systems and services will be granted to SWC staff as needed.
- All work will be completed during normal business hours. After hours work will be billed at 1.5 times the standard billing rate.
- Normal business hours are 8:30 AM to 5:00 PM, Monday through Friday, excluding SWC holidays.
- SWC will conduct high-level testing of the solution; Client will be responsible for testing all functionality and then report issues to SWC.
- Client is responsible for purchasing all hardware, software and licensing.
- SWC will be named Microsoft Digital Partner of Record (DPOR) for the services rendered in this SOW. POR/DPOR allows us to help you achieve value for your licensing investment. The Partner of Record for your Azure/Office 365 subscription(s) is the partner who is helping you design, build,

deploy or manage a solution that you've built on the service. It is not the partner who sold you the subscription.

9 APPROVAL

In Witness Whereof, the parties hereto have caused this Statement of Work to be executed by their duly authorized representatives.

Village of Orland Park		SWC Technology Partners, LLC.	
By:	_[signature]_	By:	_[signature]_
Name:	George Koczwara	Name:	Adam Ferguson
Title:	Village Manager	Title:	SVP
Date:	11-6-19	Date:	11-11-19

SWC TECHNOLOGY PARTNERS

A BDO USA Company

STATEMENT OF WORK (SOW)

VILLAGE OF ORLAND PARK — EXCHANGE 2016 MIGRATION

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10/24/2019
SWC Technology Partners
Eric Jandacek; Brian Knackstedt

1 STATEMENT OF WORK

This Statement of Work will be incorporated into the Master Services Agreement with an Effective Date of
_____*//. C - /9*_____ between SWC Technology Partners, LLC. ("SWC"), and Village
of Orland Park ("Orland Park", "Client").

All terms and conditions of the Services Agreement not modified herein remain in full force and effect for
the Term of the Agreement.

2 BACKGROUND

In February of 2019, Orland Park engaged SWC to perform a discovery and design project around an
upgrade of their Exchange 2010 environment. From that discovery and design project, SWC has prepared
a migration plan.

3 OBJECTIVES

Key objectives of this project include:

- Deploy and configure two Exchange 2016 servers
- Implement Mimecast for archiving
- Configure Unified Messaging for Exchange 2016
- Migration and testing of mailboxes

4 SCOPE

The items within the scope of this project are:

4.1 AD REMEDIATION

- Remediate DCDiag Reporting Missing Expected Value on multiple DCs
- Migrate from FRS to DFR-S
- Implement a minimum of 8-character complex password

4.2 EXCHANGE 2016 UPGRADE

- Deploy up to two (2) new Windows 2016 servers
    Join servers to domain and install all Windows updates
    Configure all required roles and features for Exchange 2016
    Install all pre-requisite applications for Exchange 2016

Install Exchange 2016 on new servers

Exchange server will contain both Client Access & Mailbox roles

A third-party SSL certificate provided by Client will be required

- Configure Exchange functionality per design including:

   Coexistence with existing Exchange 2010 environment

   Database Availability Group (DAG)

   Unified Messaging (AudioCodes)

- Provide up to 8 hours of support for integration of third-party solutions such as phone systems
- Migrate one test user to Exchange 2016 environment to validate functionality

   Test integration, synchronization and mail flow

   Test UM functionality (AudioCodes)

- Perform administrative training session covering management of Exchange 2016 (up to 2 hours)
- Document updated Exchange environment

4.3 CLOUD JOURNALING DEPLOYMENT

- Deployment of on-premise journaling rules and configuration of Mimecast for journaling and archive of on-premise Exchange 2016 mailboxes
- Deployment and configuration of Mimecast synchronization engine for user synchronization and folder synchronization.
- Validation and testing of Mimecast journaling and archiving requirements

4.4 EXCHANGE PILOT USER MIGRATION

- Migrate ten (10) pilot users to Exchange 2016

   Migration will include user and archive mailboxes

   Review and validate successful migration of pilot users to Exchange 2016

   Collect pilot user feedback and remediate all server-side issues as needed

- Provide up to 8 hours of post migration support

4.5 DELIVERABLES

- Microsoft Exchange environment migrated to 2016 version of the application
- Summary documentation of deployed infrastructure

4.6 ENGINEER LED PROJECT MANAGEMENT

- Project initiation and tracking

   Requirements and Kick-off

   Regular status reports

   Project closure

- Formal change requests (as needed)
- Task identification via Gantt Chart

- ◦ Deliverables and quality review

5 OUT OF SCOPE

The items not included in the scope of this project are:

- ◦ Migration of users beyond pilot group
- ◦ Troubleshooting of compatibility of third party solutions with Exchange 2016
- ◦ Review or troubleshooting of compatibility of client devices with Exchange 2016 (for example Outlook or other mail client versions)
- ◦ Discovery, design, planning or implementation of any components of Office 365 excluding configuration of the Exchange Online Hybrid
- ◦ Migration of mailboxes to Exchange Online
- ◦ Enablement and Adoption for Exchange 2016
- ◦ End user support for migration outside of hours specified for production migration support

6 ESTIMATE

SWC will bill at the following rates for the project:

Role	Business Hours Rate
Experienced Infrastructure Consultant	$185/hour

The estimated cost of the project is shown in the table below.

	Hours	Cost
AD Remediation	16	$2,960
Exchange 2016 Upgrade	84	$15,540
Cloud Journaling Deployment	16	$2,960
Exchange Pilot User Migration	12	$2,220
Engineer Led Project Management	21	$3,885
TOTAL	**149**	**$27,565**

This estimate may be modified by SWC upon further discovery of Project requirements and SWC involvement. If additional time is needed to complete the Project, it will require that a Project Change Request be duly authorized by Client.

The Project will be conducted on a time and materials basis. Actual hours spent will be billed. SWC will invoice Client monthly for services performed and approved expenses incurred during the previous period. Client agrees to pay within the invoice terms.

7 TIMELINE

The Project is expected to take 4-5 weeks from the date of project commencement. Any delays that extend the project duration beyond 5 weeks may require a Project Change Request to increase cost estimates.

The project start date has not been defined. SWC will work with Client to develop an acceptable project schedule and timeline.
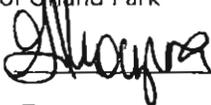
8 ASSUMPTIONS & CONTINGENCIES

- Hours worked will be billed monthly.
- This proposal is in effect for thirty days from the date of this letter.
- Access to all existing relevant documents will be provided as needed.
- Access to technical and functional personnel will be made available as required.
- Appropriate access to required systems and services will be granted to SWC staff as needed.
- All work will be completed during normal business hours. After hours work will be billed at 1.5 times the standard billing rate.
- Normal business hours are 8:30 AM to 5:00 PM, Monday through Friday, excluding SWC holidays.
- SWC will conduct high-level testing of the solution; Client will be responsible for testing all functionality and then report issues to SWC.
- Client is responsible for purchasing all hardware, software and licensing.

9 APPROVAL

In Witness Whereof, the parties hereto have caused this Statement of Work to be executed by their duly authorized representatives.

Village of Orland Park

By: _____

Name: George Kortwara

Title: Village Manager

Date: 11-6-19

SWC Technology Partners, LLC.

By: _____

Name: Adam Fergeson

Title: SVP

Date: 11-11-19

SWC TECHNOLOGY PARTNERS

A BDO USA Company

STATEMENT OF WORK (SOW)

VILLAGE OF ORLAND PARK — WINDOWS 10 UPGRADE & SCCM IMAGING

10/24/2019
SWC Technology Partners
Eric Jandacek

1   STATEMENT OF WORK

This Statement of Work will be incorporated into the Master Services Agreement with an Effective Date of
___*11 · 6 - 19*_____ between SWC Technology Partners, LLC. ("SWC"), and Village
of Orland Park ("Orland Park", "Client").

All terms and conditions of the Services Agreement not modified herein remain in full force and effect for
the Term of the Agreement.

2   BACKGROUND

Orland Park has engaged SWC to help deploy a test group for Windows 10 and configuration of
Microsoft's System Center Configuration Manager. In doing so, Orland Park will have the ability to image
machines with all necessary applications and ensue that their machines are up to date on patching for
vulnerabilities.

This Statement of Work serves as a guideline for the work to be performed.

3   OBJECTIVES

Key objectives of this project include:

- Design & configure Microsoft System Center Configuration Manager (SCCM)
- Create and test two (2) group policies
- Create and test two (2) third party applications
- Deploy and test Windows 10 on up to five workstations
- Knowledge transfer

4   SCOPE

The items within the scope of this project are:

4.1 SCCM DEPLOYMENT

- Design new System Center Configuration Manager (SCCM) deployment
  Interview key stakeholders to validate requirements for SCCM
  Review newer Microsoft functionality such as Intune and AutoPilot to validate if they
  should supplement or replace any components of SCCM
  Create design for key hardware requirements and pre-requisites

Any identified environment pre-requisites (for example PKI infrastructure) will be implemented by Orland Park IT prior to installation or a change request can be provided for SWC to implement the changes

- Implement the SCCM environment per design
  - Configure core server roles and services to support SCCM
  - Install and configure SQL
  - Configure one central management server for SCCM
  - Configure necessary roles and features identified during the design
- Prepare Windows 10 imaging process in SCCM
  - Create and test up to two GPOs to support SCCM and imaging process
  - Create and test up to two Windows 10 1903 workstation installation packages
  - Create and test up to two third party software installation packages
  - Create necessary task sequences to prepare for pilot deployment
- Deploy Windows 10 1903 image to five pilot workstations
  - Validate experience and remediate challenges
- Configure Windows Update patch deployment via SCCM
  - Configure patching for servers and workstations per identified design
  - Test and validate patching configuration against one server and one workstation
- Provide knowledge transfer to Orland Park IT (up to 4 hours)
- Document new SCCM environment and configuration
- Provide up to 8 hours of post pilot support for further configuration or production rollout questions

4.2 PROJECT MANAGEMENT

- Project initiation and tracking
- Weekly status reports
- Formal change requests (as needed)
- Project closure
- Deliverables and quality review
- Task identification via Gantt Chart

5 OUT OF SCOPE

The items not included in the scope of this project are:

- Configuration of environment pre-requisites such as a PKI infrastructure
- Configuration of other System Center components outside of SCCM
- Configuration of Intune, AutoPilot or any components of Office 365 and EMS

- ○ Implementation of SCCM components not listed in the scope above

6 ESTIMATE

SWC will bill at the following rates for the project:

Role	Business Hours Rate
Technical Architect	$215/hour
Experienced Infrastructure Consultant, Project Manager	$190/hour
Infrastructure Consultant	$170/hour

The estimated cost of the project is shown in the table below.

	Hours	Cost
SCCM Deployment	125	$22,735
Project Management	26	$4,940
TOTAL	**151**	**$27,675**

This estimate may be modified by SWC upon further discovery of Project requirements and SWC involvement. If additional time is needed to complete the Project, it will require that a Project Change Request be duly authorized by Client.

The Project will be conducted on a time and materials basis. Actual hours spent will be billed. SWC will invoice Client monthly for services performed and approved expenses incurred during the previous period. Client agrees to pay within the invoice terms.

7 TIMELINE

The Project is expected to take 4-6 weeks from the date of project commencement. Any delays that extend the project duration beyond 6 weeks may require a Project Change Request to increase cost estimates.

The project start date has not been defined. SWC will work with Client to develop an acceptable project schedule and timeline.

8 ASSUMPTIONS & CONTINGENCIES

- ○ Hours worked will be billed monthly.
- ○ This proposal is in effect for thirty days from the date of this letter.
- ○ Access to all existing relevant documents will be provided as needed.
- ○ Access to technical and functional personnel will be made available as required.

- Appropriate access to required systems and services will be granted to SWC staff as needed.
- All work will be completed during normal business hours. After hours work will be billed at 1.5 times the standard billing rate.
- Normal business hours are 8:30 AM to 5:00 PM, Monday through Friday, excluding SWC holidays.
- SWC will conduct high-level testing of the solution; Client will be responsible for testing all functionality and then report issues to SWC.
- Client is responsible for purchasing all hardware, software and licensing.

9 APPROVAL

In Witness Whereof, the parties hereto have caused this Statement of Work to be executed by their duly authorized representatives.

Village of Orland Park

By: _____

Name: George Kaczwara

Title: Village Manager

Date: 11-6-19

SWC Technology Partners, LLC.

By: _____

Name: Adam Ferguson

Title: SVP

Date: 11-11-19