



**AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND
CLIENTFIRST CONSULTING GROUP, LLC, DBA CLIENTFIRST TECHNOLOGY
CONSULTING FOR PROFESSIONAL SERVICES**

THIS AGREEMENT (hereinafter, the “Agreement” or the “Contract”) is made February 8, 2022, by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as “Village”) and ClientFirst Consulting Group, LLC (hereinafter referred to as “Consultant”) for the performance of certain professional services for the Village in connection with Telecommunications Staff Augmentation Services (hereinafter referred to as the “Project”, the “Work”, or the “Services”).

WITNESSETH:

In consideration of the mutual covenants set forth herein by the Village and the Consultant (hereinafter referred to collectively as the “Parties”), the Parties agree as follows:

1. **Scope of Work:** The Consultant agrees to and shall timely perform and fully complete the “Scope of Services” as set forth in:

The Consultant’s Proposal or Bid No. _____, and dated January 31, 2022; and/or

Village of Orland Park RFQ/RFP/Purchase Order No. _____.

which is/are attached hereto and made a part of this Agreement as Exhibit A (the “Work” or the “Project”). The terms, conditions and specifications set forth in Village’s Request for Qualifications (RFQ), Request For Proposal (“RFP”), and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Consultant. Any provisions in the Consultant’s Proposal or Bid or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village’s RFQ, RFP, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village’s RFQ, RFP, and/or Purchase Order shall control.

2. **Payment:**

A. **Compensation:** The Village agrees to pay the Consultant, and the Consultant agrees to accept as compensation for all Services and/or Work and/or the Project required by this Agreement the amount(s) set forth as follows:

the amount(s) set forth on Exhibit A (the “Consultant’s Proposal”);

the amount(s) based upon the Schedule of Fees set forth on Exhibit B attached hereto and thereby made a part hereof; and

A not-to-exceed amount of \$87,858.00 and the \$8,786.00 contingency (“Contract Price”)

(i). It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, under this Agreement exceed \$96,644.00. Said price shall be the total compensation for Consultant’s performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor’s fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Consultant. In the event the Consultant incurs cost in excess of the sum authorized for service under this Agreement, the Consultant shall pay such excess from its own funds, and the Village shall not be required to pay any part of such excess, and the Consultant shall have no claim against the Village on account thereof.

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For the avoidance of doubt, in no event shall Consultant be entitled to receive more than this not-to-exceed amount and this amount includes all costs incurred by Consultant in connection with the work and services authorized hereby, including, but not limited to: (i) any known or unknown and/or unexpected condition(s); (ii) any and all unforeseen difficulties; (iii) any unanticipated rises in the cost of labor, materials or equipment, changes in market or negotiating conditions, and errors or omissions made by the Consultant or others; (iv) the character of the work and/or services to be performed; and (v) any overrun in the time or cost necessary for the Consultant to complete the work due to any causes, within or beyond its control. Under no circumstances shall the Village be liable for any additional charges if Consultant's actual costs and reimbursable expenses for such work, service or deliverable exceed the not-to-exceed price. Accordingly, Consultant represents, warrants and covenants to the Village that it will not, nor will Consultant have anyone on its behalf, attempt to collect an amount in excess of the not to exceed price agreed to by the Consultant as set forth above

- B. Invoices: The Consultant agrees to and shall prepare and submit:
- an invoice to the Village which the Village shall pay upon completion and approval of the Work; or
 - invoices for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Consultant.
- C. Payment: Notwithstanding any provision of the Illinois Local Government Prompt Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.
- D. Withholding Payment: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Consultant for services required to correct deficiencies attributable to errors or omissions of the Consultant, and all such errors or omissions must be corrected by the Consultant at their sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Consultant such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Consultant; (ii) the failure by the Consultant to perform the Consultant's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Consultant as provided in this section, and subsequently determined to be due and owing to the Consultant, will be paid to the Consultant.
- E. Appropriation of Funds: The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Consultant will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Consultant such amount. Upon the request of the Consultant, the Village will inform

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the Consultant as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.

- F. Records: The Consultant's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Consultant for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.

3. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:

- Scope of Services as set forth in the Consultant's proposal dated January 31, 2022 (Exhibit A)
 Schedule of Fees (Exhibit B)

In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.

4. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:

A. Time is of the essence in this Contract. The Services to be performed by the Consultant under the Contract Documents shall commence no later than February 8, 2022 (hereinafter the "Commencement Date"), and shall be completed no later than February 7, 2023 (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Consultant fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent consultant, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Consultant for the Services and/or the right to recover any excess cost of completion from the Consultant to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.

B. Progress Reports. The Consultant must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided being completed within a timeframe that does not negatively impact the Village's compliance any federal, state, or local regulations (if applicable).

5. Venue and Choice of Law: The Consultant and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.

6. Nonassignability: The Consultant shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Consultant or its surety from the obligations herein entered into by the same or change the terms of this Contract.

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7. Notices and Communications: Where notice is required by the Agreement 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:

Name: David Buwick
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 7084036212
Facsimile: _____
Email: dbuwick@orlandpark.org

To the Consultant:

Name: Tom Weiman
Company: ClientFirst Consulting Group, LLC
Address: 980 Montecito Drive, Suite 209
City, State, Zip: Corona, IL, 92879-1793
Telephone: 847-910-7047
Facsimile: 888-478-0495
Email: tweiman@clientfirstcgc.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.

8. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.
9. Control and Inspection of Work: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of goods and/or Services shall be made after delivery. Final inspection, acceptance and/or rejection of the goods and/or Services shall not impose liability on the Village for goods and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected goods and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Services performed by the Consultant shall be done in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control.
10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):
- A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Consultant's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Consultant and/or its agent in a timely manner.
 - B. Within three (3) business days after receipt by Consultant of an initial written or verbal notice of any such incident, claim, or complaint, the Consultant shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Consultant's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Consultant and/or by the Consultant's insurer or agent.
 - C. Within ten (10) business days after the Consultant's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or

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to public or private property (the “incident, claim, or complaint”), the Consultant or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Consultant and/or its agents to date toward the resolution of such incident, claim or complaint.

- D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Consultant or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Consultant not less than monthly until such incident, claim, or complaint is fully resolved.
- E. The Consultant or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Consultant receives its initial verbal or written notice of such incident, claim, or complaint.

11. Insurance:

A. Prior to Commencement of Work:

- (i) Prior to commencement of any Services under the Contract Documents, Consultant shall supply to the Village certificates of insurance as specified below. Consultant shall not start the Services contemplated by the Contract until Consultant has obtained all insurance required under this Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.

(ii) Minimum Scope of Insurance:

Coverage shall be at least as broad as Insurance Services Office (“ISO”) Commercial General Liability occurrence form CG 00 01 04 13 with the “Village of Orland Park and its officers, officials, employees, agents and volunteers” named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.

If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

- B. Insurance Required: The Consultant shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Consultant, its employees, subconsultants, and other agents, and:

(i) Commercial General Liability:

- (a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.
- (b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Consultant’s work, including activities performed by or on behalf of

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the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.

- (c) The Consultant's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
 - (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.
 - (e) The Consultant's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Consultant shall be required to name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as additional insureds.
 - (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
 - (h) The Consultant and all subconsultants hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.
- (ii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.
 - (iii) Workers' Compensation Insurance:
Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Consultant for the Village.
 - (iv) Professional Liability:
 - (a) Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
 - (b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase

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supplemental extending reporting period coverage for a period of not less than three (3) years.

(v) Umbrella Policy:

If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 11(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability coverages.

(vi) Cyber Liability Coverage: for losses arising out of the Consultants work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financial losses.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.

D. All Coverages:

(i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

(a) Allowing work by Consultant or any subconsultant to start before receipt of Certificates of Insurance and Additional Insured Endorsements.

(b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.

(ii) Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

(iii) When requested by the Village Manager, or his designee, Consultant shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.

E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and approved to do business in the State of Illinois.

F. Verification of Coverage: Consultant shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds (except on Professional Liability), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 – Completed Operations, where required. In the event a claim is filed, the Village reserves the right to request full certified copies of the insurance policies and endorsements.

If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

G. Subconsultants: Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

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- H. Assumption of Liability: Consultant assumes liability for all injury to or death of any person or persons including employees of the Consultant, any subconsultant, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.
- I. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Consultant shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Consultant remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Consultant or any subconsultant of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Consultant or any subconsultant of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Consultant and all subconsultants of any tier stating that all the required insurance is in force. The Consultant agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Consultant shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subconsultant incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.
- K. Liability of Consultant and Subconsultant is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Consultant or the liability of any subconsultant of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Consultant, or any subconsultant's interest or liabilities, but are merely required minimums. The obligation of the Consultant and every subconsultant of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Consultant or any subconsultant's insurance.
- L. Notice of Bodily Injury or Property Damage: The Consultant shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
- M. Updated Proof Required: The Consultant agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
- N. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the Contract Documents contradict this Paragraph 11, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

12. Indemnity:

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- A. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Consultant, its employees, or subconsultants, or which may in anywise result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Consultant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Consultant shall, at its own expense, satisfy and discharge the same.
- B. Consultant expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.
- C. Consultant further agrees that to the extent that money is due the Consultant by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
- D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
- E. Neither the Village nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.
- F. The provisions of this Paragraph 12 shall survive any termination of the Contract.

13. Village Confidential Information:

- A. Consultant warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
- B. The provisions of this Paragraph 13 shall survive any termination of the Contract.

14. Professional Standard: The Consultant hereby covenants and agrees that the Consultant will perform all Services described in this Agreement in accordance with the Professional Standard. In connection with the execution of this Agreement, the Consultant warrants and represents as follows:

- A. Feasibility of Performance. The Consultant (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents

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- that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.
- B. Ability to Perform: The Consultant hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Consultant is financially solvent; (b) the Consultant, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Consultant possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Consultant has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Consultant's behalf and to bind the Consultant hereto; and (f) the Consultant will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.
- C. Authorized to do Business in Illinois: The Consultant certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
- D. Certification to Enter into Public Contracts: The Consultant certifies that it 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 violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
- E. Payment to the Illinois Department of Revenue: Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
- F. Debarment. The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Consultant will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
- G. Interest of members of the Village: Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.
- H. Interest of Professional Services Provider and Employees. Consultant certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Consultant Services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.
15. No Conflicts of Interest: The Consultant warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission,

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percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.

16. Compliance with Laws: Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act (“OSHA”); Illinois Department of Labor (IDOL”), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers’ Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Consultant if requested by the Village.
17. Equal Employment Opportunity: The Consultant shall be an “equal opportunity employer” as defined in the United States Code Annotated. The Consultant shall be required to comply with the President’s Executive Order No. 11246, as amended, and the requirements for Bidders and Consultants under this order are explained in 41 CFR 60-4. The Consultant shall fully comply with all applicable provisions of the Illinois Human Rights Act.
18. Certifications: By the execution of this Agreement, the Consultant certifies that: (1) the Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Consultant has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Consultant will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Consultant has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Consultant is not and/or was not barred from bidding on this Contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).
19. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Consultant and its subconsultants agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Consultant and/or its subconsultants, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as “Project Documentation”), and any and all of such Project Documentation shall become the property of the Village. The Consultant and its subconsultants further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Consultant, but the Village agrees to waive any claim against the Consultant arising from any unauthorized reuse or modification of the Project Documentation.

966805-07-11-14

20. Illinois Freedom of Information Act: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. 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. Vendor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village 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 under this agreement.
21. Independent Contractor: It is mutually understood and agreed that the Consultant shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Consultant or his/its employees, representatives or Subconsultants are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Consultant and any party employed by the Consultant bears the relationship to the Village of an independent contractor.
22. Duration: This Agreement and the related Contract Documents shall be in effect from the date of the Contract until the completion of the Services, but the obligations of the Consultant under Paragraphs 12 and 13 shall continue after such termination.
23. Advertisement: The Consultant is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
24. Amendments: No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Consultant with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
25. Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Consultant or without cause at any time upon 15 days prior written notice to the Consultant. In the event that the Agreement is so terminated and the Consultant is not in default or breach of this Agreement, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Consultant's Proposal.
26. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
27. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.

966805-07-12-14

28. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
29. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
30. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
31. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

ClientFirst Consulting Group, LLC

Village of Orland Park

By: **E-SIGNED by David Krout**
on 2022-02-14 17:38:51 GMT

By: **E-SIGNED by George Koczwar**
on 2022-02-14 18:15:39 GMT

Name: David Krout

Name: George Koczwar

Its **Managing Partner**

& Authorized Agent Title: Village Manager

966805-07-13-14

EXHIBIT A
[ATTACH]

Scope of Work as set forth in Consultant's Proposal dated January 31, 2022
and/or in Village Proposal Number _____ dated _____

EXHIBIT B
[ATTACH IF REQUIRED]
Schedule of Fees

966805-07-14-14

EXHIBIT A

VoIP Telecommunications System and Carrier Services Implementation Project Management

January 31, 2022



**ORLAND
PARK**

Client Locations
Coast-to-Coast

Practice Locations
**Illinois
California
North Carolina
Texas**

800.806.3080
www.clientfirstcg.com

Optimal Technology Guidance

CLIENTFIRST
TECHNOLOGY CONSULTING

January 31, 2022

Mr. Dave Buwick
Chief Technology Officer
Village of Orland Park
14700 Ravinia Avenue
Orland Park, IL 60462

Re: Telecommunications System Implementation Project Management

Dear Mr. Buwick:

ClientFirst appreciates the opportunity to present our telecommunications consulting proposal to assist the Village of Orland Park. We have developed our proposal to address the Village's staffing needs to implement the new Cisco VoIP Telephone system.

This project includes the following major components:

- VoIP Telecommunications System Design, Implementation and Project Management
- Detailed Audit and Plan to address the existing Village POTS Telephone Lines
- Telephone Station Placement and Installation

ClientFirst Technology Consulting specializes in providing telecommunications system assessments, operational design, competitive system selection and implementation consulting services for governmental clients throughout the country.

Our consultants have decades of cumulative experience in providing telecommunications consulting services, which include telecommunications system selection, data network design, and cable infrastructure engineering.

Our clients in the area include, but are not limited to, the Village of Riverside, Village of Waukegan, CUSD 230 Orland Park, Village of Oak Park, Village of Palos Park, Village of Cary, City of Rockford, Winnebago County, DuPage County, and Northern Illinois University.

ClientFirst is a truly **independent** consulting firm. **We do NOT resell hardware or software and we do NOT represent vendors in any way.** Therefore, you can be assured that our recommendations will always have your best interests in mind.

If you have any questions, feel free to contact me at 847.910.7047 or via email at tweiman@clientfirstcsg.com for additional information. We look forward to the opportunity of serving the Village of Orland Park as one of our many satisfied clients.

Sincerely,



Thomas Weiman
Practice Leader
Enterprise Communications Consulting



SOCIETY OF
COMMUNICATIONS TECHNOLOGY
CONSULTANTS INTERNATIONAL

Accepted by		
Village of Orland Park, IL		ORLAND PARK
_____ Signature	_____ Date	
_____ Name and Title (print)		

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Executive Summary

Highlights, Key Features, and Distinguishing Points

Our proposal for telecommunications consulting services is customized to address the operational and scope requirements we discussed. The telecommunications consulting project scope and approach described is a proven project methodology that we have performed hundreds of times for clients throughout the country.

The scope of our proposal is to assist the Village of Orland Park with the operational design, system implementation project management, E911 Planning, Trunking and Line assessment and coordination and placement of telephones.

Our services are focused on operational fit, quality equipment, vendor experience, service support, and highly competitive bids.

Our distinguishing points include the following:

- Focus on the Village's operational needs and business benefits
- Focus on technically sound options
- Focus on discovering and explaining the clear benefits and drawbacks of each alternative
- Focus on the Village's options and alternatives
- Focus on documentation development
- Focus on industry best practices
- Focus on cost reduction and ease of management

ClientFirst Contacts

The following is a list of the individuals assigned to the project along with their contact information.

Tom Weiman, Consulting Services Practice Leader – Project Manager

Office: 847.598.0345

Cell: 847.910.7047

Fax: 888.478.0495

Email: tweiman@clientfirstcg.com

Company Background

Why ClientFirst is the Best Choice

Experience with Villages, Cities, and Counties – Our team is experienced in working **with municipalities** across the country, which has provided our staff the subject matter expertise to quickly understand operation demands and opportunities and then equate them to beneficial IT recommendations and improvement.

Locally Based – Our **Illinois-based** operations can react quickly to on-site project demands without the need for travel from remote areas.

Independence – We do not resell any hardware or software and, therefore, always have our clients' best interests in mind. We recommend products that are cost-effective, easy to support, and in use every day across our client base. We recommend products that work.

Stable, Strong, and Growing – Our telecommunications practice began in the early 1980s. We continue growing in regard to both the addition of personnel, as well as the expansion of new office locations.

Quality of Experience of Our Consultants – Our management team for this project is made up of two consultants with a collective experience of over 100 years in IT consulting. The leaders and founders of our company come from IT consulting and management experience at a Top Five national accounting and consulting firm.

Use of Best Practices – ClientFirst utilizes PMI, ITIL, COBIT, and EAP concepts, along with our own experience and best practices, as building blocks for completing technology assessments, designs, and delivering services. Governance is an essential component to overseeing that IT strategies and recommendations align with business objectives on an ongoing, repeatable basis.

- PMI (Project Management Institute)
- ITIL (Information Technology Infrastructure Library)
- COBIT (Control Objectives for Information and Related Technology)
- EAP (Enterprise Architecture Planning)



Qualifications

Our consultants have been assisting local governments with innovative technology solutions with ClientFirst for 17 years, bringing with them many more years of experience in this field. Our risk-averse technology planning and the quality of service we provide our clients have resulted in numerous long-term business relationships. We are confident that no other consulting firm focusing on local governments offers the wide range of IT services that we do.

Government Technology



Focusing on local governments means that we understand the unique needs, processes, protocols, and political nuances involved in the industry. This **understanding and experience** ensures that our strategies and recommendations are practical in all respects. Our management team’s career experience includes over 3,000 projects for more than 500 local government agencies.

Local Presence and Practice Locations

We have a local presence with extensive experience in Illinois. ClientFirst is a national firm, with practices located in Illinois, North Carolina, Texas, and California.



Schaumburg, IL



Charlotte, NC



San Antonio, TX



Corona, CA

Business Management Approach

We understand that not all government executives are versed in the latest technology issues and opportunities. Therefore, our approach and deliverables provide a business-management perspective that **allows the layperson the ability to understand the technology issues, strategies, and potential solutions required to make more informed business decisions.**

Practical Recommendations

We believe in using technology as a tool to meet the agency’s business objectives; we do not apply technology just for technology’s sake. We are serious in our quest to provide clients with practical solutions that meet their individual requirements. Sometimes the proper solution includes cutting-edge technology. However, a cost-effective and practical solution using proven technology is often the most beneficial.

SAVE		INCREASE	
	Time		Expertise
	Money		Service
	Resources		Efficiency

True Independence

ClientFirst believes in practicing **true independence**. We do not resell products, nor maintain relationships that would result in any add-on profit margins or referral fees. Our interest is in **putting the client first** by finding optimum solutions (i.e., the greatest value at lowest competitive cost) to meet their needs.



National Recognition

Our consultants are recognized nationally for their work by many of the industry's leading vendors. They appreciate the fairness and objectivity we demonstrate when dealing with their organizations.

Industry Recognition

CIO Review

ClientFirst has been featured in *CIO Review* as one of the "20 Most Promising Government Technology Solution Providers".



National Speakers

ClientFirst personnel have conducted educational sessions at national and local conferences such as CSMFO, MISAC, and GFOA, among others.



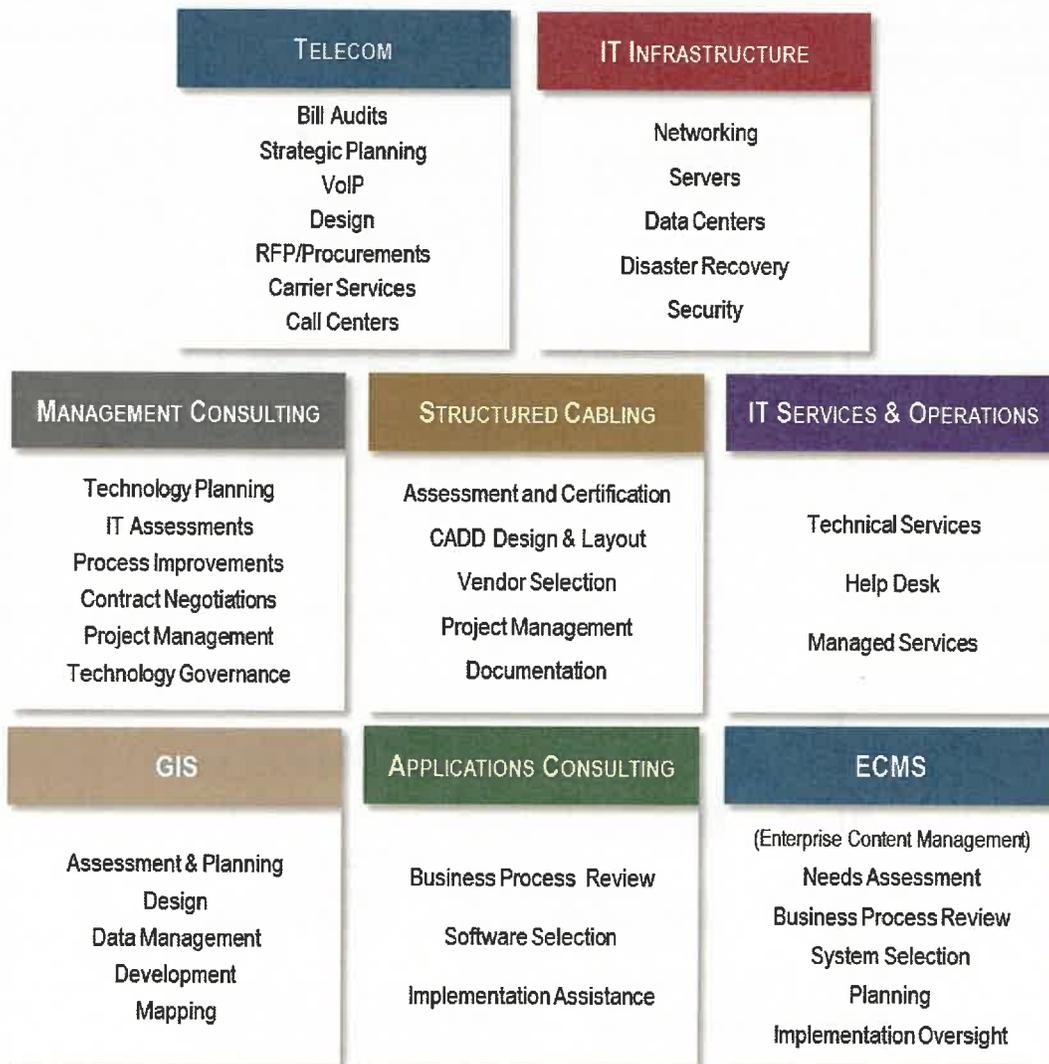
Diversified Experience

We have **extensive experience with a wide variety of organizations and technology and processing environments**. In addition, we have significant market knowledge regarding software and hardware providers and are well-informed with respect to vendor and industry developments.

Integrated Technology Solutions Groups

Whatever the agency's technology needs are, we offer a unique combination of experts in their given disciplines who can guide technology decisions, planning, implementation, and management, chosen according to the specific needs of each project, working as an integrated team to **provide end-to-end consulting and support services**.

CLIENTFIRST Integrated Technology Solutions Groups



Integrated Technology Services

Telecommunications Consulting

- VoIP Readiness Review
- Systems Evaluation, Design, Specifications, and RFP Development
- Bill Audits (Cost Analysis and Negotiation)
- Telecom Expense Management (TEM)
- Credit / Refund Requests
- Strategic Planning
- Project Management
- Carrier Services Cost Analysis
- Operational and Workflow Reviews
- System Selection and Contract Negotiations

IT Services and Operations

IT Technical and Managed Services

- On-Site or Remote Support
- Inventory and Licensing Management
- Network, Server, Selection, Implementation, Configuration, and Management
- Security Systems Support
- Remote Systems Monitoring

IT Staffing/Augmentation

- IT Staffing Assessment and Operational Review
- Interim IT Management
- Virtual CIO Service
- Supplemental IT Management Staffing

ECMS

- Needs Assessment
- Business Process Review
- System Selection
- Planning
- Implementation Oversight

IT Infrastructure

Networking and Servers

- Assessment, Design, and Installation
- Replication and Redundancy Strategies
- Virtualization
- Cloud Computing
- Wireless
- Data Center Design

Disaster Recovery

- Risk Assessment and Business Impact Analysis
- Disaster Recovery Planning
- Hot-Site and Recovery Services Evaluation
- Storage Area Networking
- Backup Strategies and Design

Cybersecurity

- Internet and Firewall Security Reviews
- IT Security Reviews
- Security Policy and Controls Development
- Intrusion Testing

Management Consulting

- Technology Strategic/Master Planning
- IT Assessment
- IT Staffing Assessment
- Process Improvement
- Procurement Assistance
- Contract Negotiation
- Project Management
- IT Governance Seminars

Applications Consulting

Business Process Review

- Business Case Analysis
- Assessment and Recommendations
- Process Analysis and Improvement

Software Selection

- Feature / Function Requirements
- Implementation Risk Assessment
- Change Management
- RFP Development
- Vendor Analysis and Evaluation
- Demonstration Facilitation
- Contract Review and Negotiation
- Implementation Project Management
- Ad Hoc Report-Writing Assistance

GIS

- Assessment and Planning
- Design
- Data Management
- Development
- Mapping

Structured Cabling System Design

- Assessment and Certification
- CADD Design and Layout
- RFP / Vendor Selection
- Project Management
- Documentation
- Fiber-Optic Network Design



Consultants' Collective Experience

We understand that the experience of the individual consultants is a significant factor in hiring a firm to conduct the project on your behalf. Our consultants have extensive public-sector experience in their respective careers, including projects with the following agencies:

Illinois

City of Bloomington
 City of Champaign
 City of Countryside
 City of Crystal Lake
 City of Highland Park
 City of Joliet
 City of Lake Forest
 City of Moline
 City of Morton Grove
 City of Naperville
 City of Oakbrook Terrace
 City of Orland Park
 City of Prospect Heights
 City of Rockford
 City of Rock Island
 City of St. Charles
 City of Waukegan
 City of Wood Dale
 County of DuPage
 County of Peoria
 County of Sangamon
 County of Winnebago
 Village of Arlington Heights
 Village of Cary
 Village of Glencoe
 Village of Kenilworth
 Village of Lake Barrington
 Village of Libertyville
 Village of Lincolnwood
 Village of Matteson
 Village of Norridge
 Village of Northbrook
 Village of Northfield
 Village of Oak Brook
 Village of Oak Park
 Village of Oswego
 Village of Palos Park
 Village of River Forest
 Village of Riverside
 Village of Westmont
 Village of Wheeling
 DuPage County Health Dept.
 Batavia Public School District
 Central Community Unit School District 301
 Champaign County Forest Preserve District
 Civitas Schools
 Community High School District 99
 Community Unit High School District 205
 Community Unit School District 300
 Community Unit School District 308
 Consolidated High School District 230
 Consolidated School District Gower School District
 Hampton School District 29
 Harlem School District 122
 Harrison School District 36
 Harvard Community Unit School District
 Harvey School District 152
 Hinsdale Township High School District 86
 Indian Prairie Community Unit School District 204
 J. Sterling Morton High School District 201

Lake Zurich Community Unit School District 95
 Mount Prospect School District 57
 Naperville Community Unit School District 203
 Naperville Park District
 Norridge Park District
 Oswego School District 308
 Pace Suburban Bus Division
 Park Ridge Schools
 Port Byron Central School District
 Posen-Robbins SD 143.5
 Prospect Heights School District
 Riverside Public School District 96
 Rockford Public Library
 Rock River Water Reclamation District
 Sherrard Community Schools
 St. Charles School District
 Sunset Ridge School District
 Township High School District 214
 Wheaton-Warrenville School District 204
 Winnetka Public Schools District 36
 Lake Forest College
 Lincolnwood Public Library
 Oak Park Library
 Oswego Library District
 Park District of Highland Park

Alabama

City of Peilan

Arizona

County of Maricopa

California

City of Albany
 City of Azusa
 City of Big Bear Lake
 City of Brentwood
 City of Brisbane
 City of Burbank
 City of Calabasas
 City of Camarillo
 City of Carlsbad
 City of Chico
 City of Chino
 City of Clovis
 City of Colton
 City of Corona
 City of Coronado
 City of Downey
 City of Dublin
 City of Escondido
 City of Foster City
 City of Glendora
 City of Healdsburg
 City of Hemet
 City of La Habra
 City of La Puente
 City of Laguna Niguel
 City of Larkspur
 City of Lathrop
 City of Lomita
 City of Menlo Park
 City of Mission Viejo
 City of Montclair
 City of Murrieta
 City of Pacifica
 City of Pacific Grove

City of Palm Desert
 City of Palmdale
 City of Piedmont
 City of Pismo Beach
 City of Port Hueneme
 City of Rancho Cucamonga
 City of Rancho Mirage
 City of Redlands
 City of Rialto
 City of Rohnert Park
 City of Rosemead
 City of Sacramento
 City of San Clemente
 City of San Gabriel
 City of San Jacinto
 City of San Pablo
 City of San Rafael
 City of Seal Beach
 City of Sierra Madre
 City of Simi Valley
 City of South Gate
 City of South Pasadena
 City of South San Francisco
 City of Tustin
 City of Upland
 City of Vacaville
 City of West Covina
 County of Butte
 County of Mariposa
 County of Mendocino
 County of Riverside
 County of San Bernardino
 County of Tuolumne
 County of Yolo
 Town of Danville
 Town of Hillsborough
 Town of Truckee
 Town of Yucca Valley
 CA-NV American Water Works Association
 Castaic Lake Water Agency
 Castro Valley Sanitary District
 Cucamonga Valley Water District
 Glendale Water and Power
 Hayward Area Recreation and Park District
 Irvine Unified School District
 Jurupa Community Services District
 Livermore Area Recreation and Park District
 Midpeninsula Regional Open Space District
 Newhall County Water District
 Piedmont Police and Fire
 Ramona Municipal Water District
 Rincon del Diablo Municipal Water District
 Rosamond Community Services District
 San Bernardino Municipal Water
 San Mateo Fire District
 San Marino Unified School District
 Southern California Coastal Water Research
 Sweetwater Authority
 Walnut Valley Water District
 West County Waste Water District

Western Municipal Water District
 Colton Joint Unified School District
 Irvine Unified School District
 Lake Elsinore Unified School District
 Menifee Unified School District
 Mesa Water District
 Mountain View School District
 Romoland School District
 West Covina Unified School District
 Ohlone Community College
 San Jose Community College
 University of California Berkeley
 University of California San Francisco
 UCSF Medical Center
 Stanislaus Council of Governments
 Mechoopda Indian Tribe

Connecticut

City of Bristol
 City of New Haven
 Groton Police and Communications Dispatch
 Town of Groton

Florida

City of Cape Coral
 City of Deerfield Beach
 City of Dunedin
 City of Fort Lauderdale
 City of Pompano Beach
 City of Port St. Lucie
 City of Riviera Beach

Idaho

City of Sandpoint

Indiana

The University of Notre Dame
 Indianapolis Public Library
 Indianapolis Public Schools

Iowa

City of Ankeny
 City of Bettendorf
 City of Burlington
 City of Cedar Rapids
 City of New Hampton
 City of West Des Moines
 County of Johnson
 County of Linn
 State of Iowa
 Burlington Community School District
 Cedar Rapids Community School District
 Davenport School District
 Diocese of Davenport
 Catholic Schools
 Dubuque Community School District
 Knoxville Community School District
 Mason City School District
 North Scott School District
 Des Moines Area Community College
 Cedar Falls Utilities

Kansas

City of Shawnee

Michigan

University of Michigan
 Lake Superior State University

Minnesota

County of Anoka

Nevada

County of Nye
 Town of Pahrump

New York

City of Batavia
 Village of Ossining

North Carolina

City of Burlington
 City of Gastonia
 City of High Point
 City of Kinston
 City of Mount Airy
 City of Salisbury
 Arc of Stanley County
 County of Buncombe
 County of Cabarrus
 County of Davie
 County of Orange
 St. Augustine College
 Wake Forest University
 Eastern Band of Cherokee Indians
 Salisbury Rowan Utilities

Ohio

County of Cuyahoga
 County of Montgomery

South Dakota

Rapid City Area Schools

Texas

City of Dallas
 City of Pflugerville
 City of University Park
 County of Collier
 County of Denton
 Corpus Christi Fire
 Highland Park Police and Fire
 International Bank of Commerce
 River Oaks Country Club
 State Bank of Texas
 University of Texas Health Science Center
 Westwood Country Club

Utah

Washington County School District

Virginia

Commonwealth of Virginia
 City of Manassas Park

Wisconsin

City of Appleton
 City of Brookfield
 City of Eau Claire
 City of Wauwatosa
 City of West Allis
 County of Brown
 County of Kenosha
 County of Milwaukee
 County of Waukesha
 HIDTA Milwaukee
 Diocese of Madison Catholic Schools
 Madison School District
 Shorewood School District
 Whitnall School District
 West Allis School District

Technical Certifications

ClientFirst consultants collectively possess an extensive portfolio of certifications, revealing their commitment to ongoing professional training and ensuring that our clients have access to the latest information in the field.



Scope of Services

Our Understanding of the Village's Needs

In late 2019 and early 2020 to develop detailed specifications for cable infrastructure, network equipment and telecommunications system. The Village used that information, developed RFP documents, obtained vendor proposals, and selected Mindsight to provide a Cisco data network and telephone system.

To date, the Village has coordinated the installation of the data network equipment and the placement of the base-core Cisco telephone system servers and routers. While the base-core Cisco VoIP telephone system equipment is installed, the detailed software operational design, telecom services plan, telephone number port planning, departmental design meetings, etc., is not completed.

The City is in need of trained experienced assistance to conduct a structured detailed implementation of the selected Cisco telephone system and software. To that end, we have developed the following work plans and descriptions, reviewed the specific scope with Village IT and customized the scope to meet the Village's needs.



Project Approach and Scope of Work

Telecommunications System Implementation Project Management

Step	Telecom Implementation Project Management - TIPS	Total Hours	Weiman - Project Manager	Struwing - Sr Telecom Consultant	Ayala - Sr. Systems Eng	Project Note Description
1	Project Management and Planning Meetings					
	Project Management Meetings/Calls (We have found that conducting a weekly internal Village call on Monday and then a call with the selected vendor and the Village provides the Team with the best approach and coordination.)	72	24	24	24	Assumes a 12 Week Implementation. This may change depending on the Carrier and the Village approval of the call flow designs and other system design decisions.
2	Project Definition and Schedule Creation					
	Contract Negotiation					Assume this has been completed
	Work with team to establish milestone schedule	4	2	2		Work with the Village to determine the schedule and milestones for the system implementation. This step is often needed for payment or project course corrections
	Work with team to establish detailed phone implementation schedule	3	1	1	1	Work with Village and Vendor to develop an implementation schedule
3	Finalize Data Network Design					
	Review of subnet and IP addressing					Assume this has been completed and Network is ready for deployment
	Review Routing and QoS					Assume this has been completed and Network is ready for deployment
	Review Physical install and inventory process documentation					Assume this has been completed and Network is ready for deployment
	Review and finalize test plan					Assume this has been completed and Network is ready for deployment
4	Monitor/Coordinate Telecom Services Carriers Implementation					
	Confirm and Document DID Assigned to Village Hall SIP Circuit and DID's assigned to Police SIP Circuit.	8		8		Review Telecom Billing and Department Telephone numbers to determine DID Ranges to be Ported.



Step	Telecom Implementation Project Management - TIPS	Total Hours	Weiman - Project Manager	Struwing - Sr Telecom Consultant	Ayala - Sr. Systems Eng	Project Note Description
	Dial Plan development, Coordinate the implementation of the new SIP/Internet Trunking services with DID Number Port Planning and Coordination	16	2	14		Assumes placing orders, schedule of Ports and coordination of movement of existing DID numbers to the Village selected carrier/provider.
	Provide On-Site same day support for each of 3 Ports.	24		24		Ports are typically done first thing in the AM when possible. If additional or Fewer DID/POTS number ports are needed, the needed hours will be adjusted. We should discuss the timing needed for Porting with AT&T and other carriers.
5	Detailed Station Review, Automated Attendant, Call Flow Process and Design and Documentation					
	Assist with planning schedule	2	1	1		
	Determine Main Village Automated Attendant Design	2		2		
	Determine Departmental Automated Attendant Designs					Included in Station Review Process
	Contact Center Design for Departments, develop call flow/work flow diagram specifically for Contact Center operation for each department	10		10		Meeting with each department who will be using the Contact Center-ACD Software and services. Document design of contact center operation and provide to vendor.
	Answer MindSight Questions regarding operational design and call flow.	10	2	8		Vendors often have questions regarding changes and updates. We will work with Mindsight to answer their questions.
	Village Changes to Call Flow documentation prior to implementation of the system	8		8		TBD. Estimated time at 8 hours. Departments sometimes change call flow or staff leave the Village and new names need to be added to the
	Village Departmental User List and User Data Base development. Confirm accuracy with Village.	22	2	20		Assumes that the Village will be providing 3 or 4 documents in excel that need to be included in the user data base. Compile information and provide it to Mindsight.
	Conduct detailed station review process for each department. Develop Visio Call Flow Documentation for each department, provide documentation to departments for approval, provide documentation to selected vendor for system programming. This process also includes the inclusion of connectivity for fax machines, paging systems, door closures, gates, etc.	60	2	58		Assumes CF development of Visio call flow diagrams for each Village department to be used to verify and validate the operation, serve as documentation to be provided to the selected vendor and as records and documentation of the telecom operation for the Village.



Step	Telecom Implementation Project Management - TIPS	Total Hours	Weiman - Project Manager	Struwing - Sr Telecom Consultant	Ayala - Sr. Systems Eng	Project Note Description
	Assist and support vendor implementation of Informacast from Singlewire.	4		4		Assumes Informacast would be used for basic paging through the phones and E911 internal notification.
6	Participation in E911 Design					
	Conduct Discussion/Planning Meeting with Village staff to determine the best solution to address E911 operation for the Village.	4	2	2		In many cases, decisions regarding the operation of E911 for the Village are determined by the capabilities of the installed system, operational capabilities of the staffing and a review of the safety requirements of the Village. This may require participation by additional levels of the Village. (e.g. City Manager, City Attorney, etc.)
	Develop List of DID numbers to be used for E911 notification services through the Cisco Emergency Responder and documentation for carrier and telecom system provider.	6		6		Coordinate installation or Port of existing DID numbers to new SIP services
	E911 location information	5	1	4		CF to work with Village to provide details and operational requirements for 911 operations. Selected vendor to coordinate and handle 911 operational requirements. CF to provide review and input regarding operation.
7	Monitor and Audit Staff and Administrative Training					
	Participate in the review and design of Staff Training Materials	9	1	8		Mindsight to prepare Training materials for their training classes of all Village staff. CF to review documentation and provide input .
	Participate in the development of the Staff Training Schedule	2		2		
	Audit Vendor Training of Staff for quality	4		4		Sit in on Mindsight training classes.
8	Cutover and Operational Testing					
	On-Site Support and test audit of the telecom system operation as well as the carrier services.	8		8		Mindsight responsible for testing all aspects of the installed system. CF to perform testing of Automated attendant and review Contact Center operations. CF to perform random audit testing of telephones and Carrier services
	Testing Plan Review	1	0	1		CF to review Mindsight's test plan
	Monitor vendor testing	1		1		CF to monitor Mindsight testing results.



Step	Telecom Implementation Project Management - TIPS	Total Hours	Weiman - Project Manager	Struwing - Sr Telecom Consultant	Ayala - Sr. Systems Eng	Project Note Description
9	Reconcile the Final Billing from Vendors (Equipment and Carriers)					CF to review vendor bill and change orders and reconcile.
	Obtain and review final billing.	12	4	8		CF to review vendor bill and change orders and reconcile.
10	Conduct 30-Day Operational Review for Acceptance					
	Conduct a 30-day operational review for acceptance of installed system	2	1	1		CF to conduct review and assess any unresolved operational issues related to acceptance of installed system.
	Hours	299	45	229	25	

Telecommunications POTS Lines Inventory/Audit/Planning

Step	Analog POTS Telecom Services - TIPS	Total Hours	Weiman - Project Manager	Struwing - Sr Telecom Consultant	Project Note Description
1	Carrier / Village Inventory Documentation				
	Obtain, review and document customer service and billing records	4		4	
	Review the specific application for each line using available documentation from the Village	3		3	Our focus is on fax, elevator, alarms, environmental, streets, etc.
	Complete inbound testing	3		3	
	Investigate outbound usage over last 6 months if possible	2		2	We will gather information if billing records show usage
	Review Carrier alternatives	4	1	3	Peerless-Call One - other carriers
2	Transition / Decommissioning of POTS Lines				
	Review alternatives and recommendations (remotely) with City IT	2	1	1	
	Issue orders for replacement services	4		4	
	Issue disconnect orders	2		2	
	Review billing over next two billing cycles	6		6	Work with Village and Vendor to confirm disconnects and billing adjustments
	Hours	30	2	28	



Step	Analog POTS Telecom Services - TIPS	Total Hours	Weiman - Project Manager	Struwing - Sr Telecom Consultant	Project Note Description
3	Onsite Physical Audit and Documentation				
	Physical inventory at demarcation point to verify dial tone and line assignment	24	12	12	We will be using telecommunications test equipment and visiting each City site to physically inventory the services installed. Assumes escort from City Staff with access to all buildings and IT closets.
	Site by site documentation of inventory	4		4	Develop document application - elevator, alarm, etc. as discovered during physical inventory
	Compare vendor and billing inventory to site inventory results	3		3	Determine-discover billing errors
	Hours	31	12	19	

Telecommunications System Implementation – Handset Deployment

Step	Telecom Implementation Project Management Phone Deployment - TIPS	Total Hours	Weiman - Project Manager	Struwing - Sr Telecom Consultant	Project Note Description
1	Telephone Handset Deployment Activities				
	Obtain floor plan of each Village building to be used to locate handset type for each user.	9	1	8	Assumes the availability of floor pans with drop locations shown.
	Assign Handset Devices to Specific Employees. Include on list of users documentation already prepared by the Village.	8		8	CF will use the Village's User Data Base document to add specific device information. If we perform the station review process, we will be able to more easily assign phones to users.
	Unbox and Prepare Handsets for Deployment to Village Departments	40	20	20	Unboxing telephones can require a great deal of room to allow for the staging of the telephones. Village to provide reserved space for telephone staging.
	Assist Village Staff in the Deployment of Handsets to Departments	18	2	16	Village to Transport specific telephones to each location for placement. CF to assist with phone placement in the departments.
	Assist the Village Staff in the installation of the telephones, confirm the phone connection to the Cisco system and operation. Mindsight is responsible for trouble-shooting and repairing any telephones that do not immediately connect to the network and Cisco VoIP system.	70	35	35	This involves plugging in the telephones, initializing them, noting whether they work and communication with Mindsight regarding any operational issues. Mindsight is responsible for troubleshooting and repairing any operational issues with the phones.
	Test Telephone Hand Sets.	0			CF will work with the City's staff to conduct basic testing of the telephones.
	Hours	145	58	87	



Fee Summary

Telecom Implementation Project Management		Total Hours	Weiman - Project Manager	Struwing - Sr Telecom Consultant	Ayala - Sr. Systems Eng
Telecoms Implementation Project Management - TIPS					
Hours	299	45	229	25	
Rates	\$ 213.75		\$ 185.25	\$ 194.75	
Total Fees	\$ 48,949		\$ 42,422	\$ 4,869	
Expenses	TBD				
Total Expenditure	\$ 48,949				
Analog POTS Telecom Services - TIPS					
Steps 1 & 2					
Hours	30	2	28		
Rates	\$ 195		\$ 140		
Step 1 & 2 Fees	\$ 4,310		\$ 3,920		
Step 3					
Hours	31	12	19		
Rates	\$213.75		\$185.25		
Step 3 Fees	\$ 6,085		\$ 3,520		
Expenses	TBD				
Telecom Implementation Project Management Phone Deployment - TIPS					
Hours	145	58	87		
Rates	\$ 213.75		\$ 185.25		
Total Fees	\$ 28,514		\$ 16,117		
Expenses	TBD				
Total Expenditure	\$ 28,514				
Total Project Hours					
Total Project Hours	505				
Total Project Expenditure					
Total Project Expenditure	\$ 87,858				

Project Timing

We can begin the activities related to this project within 14 days of finalizing an agreement for accepting this proposal. We have estimated that the project will require 12 weeks from the start of the engagement. Many factors beyond our control can impact the timing of the project, we will work with the Village related to the schedule as the project proceeds.

Scope Changes and Management

Alternative scope changes and fee adjustments are possible and are dependent on specific project needs and staff resources and capabilities. Minor changes to the scope and methodology stated above will not result in a change in our fees.

If the nature or scope of our work should change significantly during the project, we will discuss such matters and their effect on our fees and obtain written approval before proceeding.

Payment Terms

We invoice monthly as work proceeds. ClientFirst will provide detailed accounting of all consulting time and expenses on the invoice. Payments are due within 30 days of receipt, via check or ACH.

Additional Services/Purchases by Other Seeking Public Agencies

ClientFirst acknowledges that other public agencies may seek to “piggyback” under the same terms and conditions of a resulting similar services contract and/or purchases being offered in this contract or proposal. ClientFirst has the option to agree or disagree to allow contract piggybacks on a case-by-case basis. ClientFirst agrees to extend the same pricing, terms, and conditions as stated in this contract or proposal to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make payment, and be liable directly to ClientFirst. The agency shall in no way be involved or responsible to ClientFirst for other entities’ purchases.

Purchasing Cooperative Vendor Information

Our TIPS Assignment Vendor contract number is **200601 – Consulting and Other Related Services (expires 08/31/23)**.

Project Team

The personnel selected for this engagement are experts in their given disciplines, chosen according to the specific needs of this project, working as an integrated team to provide end-to-end consulting and support services. Detailed profiles for each Project Team member are found in this section.

Tom Weiman

Practice Leader, Enterprise Communications Consulting

Tom Weiman has been providing IT and telecommunications consulting for more than 25 years. He has experience providing consulting in telecommunications, data networks (LAN/WAN), and cable infrastructure.

Tom's unique combination of voice, data, and infrastructure experience provides our clients with years of design, selection, and implementation experience with all facets of IT and telecommunications. Tom has direct experience in the detailed design of contact centers, IVR operations, and the integration of voice and data services for multi-location clients.

Highlights

- Lead Project Manager, State of Wisconsin, saving the state over \$90 million in telecommunications service costs
- Former Partner and National Telecom Consulting Project Leader for RSM McGladrey, the nation's fifth-largest CPA and consulting firm
- Call Center Campus Instructor at Purdue University, Center for Customer-Driven Quality
- Provided telecommunications consulting services to nearly 300 public agencies throughout the United States, including government agencies, non-profit organizations, healthcare and financial institutions, and educational institutions at the K-12 and higher education levels

Agency Experience

City of Bettendorf
 City of Bloomington
 City of Brentwood
 City of Burbank
 City of Calabasas
 City of Camarillo
 City of Cape Coral
 City of Chino
 City of Corona
 City of Countryside
 City of Deerfield Beach
 City of Downey
 City of Dunedin
 City of Eau Claire
 City of Escondido
 City of Fort Lauderdale
 City of Foster City
 City of Kinston
 City of La Habra
 City of La Puente
 City of Laguna Niguel
 City of Lake Forest
 City of Mason City
 City of Matteson
 City of Miami Springs
 City of Moline
 City of Mount Airy
 City of Mount Dora
 City of Murrieta
 City of Naperville
 City of New Hampton
 City of New Haven
 City of Oakbrook Terrace
 City of Orland Park
 City of Palm Desert
 City of Palmdale
 City of Piedmont
 City of Pompano Beach
 City of Port St. Lucie
 City of Prospect Heights
 City of Rancho Cucamonga
 City of Rancho Mirage
 City of Redlands
 City of Rock Island
 City of Rockford
 City of Sacramento
 City of Salisbury
 City of San Clemente
 City of San Gabriel
 City of San Rafael
 City of Sierra Madre

City of Sioux Falls
 City of South Pasadena
 City of South San Francisco
 City of St. Charles
 City of Upland
 City of Waukegan
 City of Wauwatosa
 City of West Allis
 City of West Covina
 City of West Des Moines
 City of West St. Paul
 County of Buncombe
 County of Cabarrus
 County of DuPage
 County of Milwaukee
 County of Montgomery
 County of Orange
 County of Peoria
 County of San Bernardino
 County of Sangamon
 County of Tazewell
 County of Tuolumne
 County of Will
 County of Winnebago
 County of Yolo
 Town of Danville
 Town of Truckee
 Village of Arlington Heights
 Village of Cary
 Village of Lincolnwood
 Village of Northfield
 Village of Oak Brook
 Village of Oak Park
 Village of Palos Park
 Village of River Forest
 Village of Riverside
 Civitas Schools
 Consolidated SD 158
 Algonquin CUSD 300
 Arlington Heights Township
 HSD 214
 Assumption Catholic High
 School, Davenport
 Batavia SD 101
 Burlington Central CUSD 301
 Castaic Lake Water Agency
 Cedar Rapids Community
 School District
 Davenport Community Schools
 Davenport School District
 DeKalb CUSD 428

Diocese of Davenport Catholic
 Schools
 Diocese of Madison Catholic
 Schools
 Dubuque Community School
 District
 Eastern IL University
 Elgin School District
 Forest Preserve District of Will
 County
 Geneva Community Unit SD
 304
 Glenview Schools
 Gower School District 62
 Hampton SD 29
 Harlem SD 122
 Harrison SD 36
 Harvard CUSD 50
 IL Action for Children
 Illinois State University
 Indian Prairie CUSD 204
 Irvine School District
 Knoxville Community School
 District
 Livermore Area RFD
 Madison School District
 Mason City School District
 Mount Prospect SD 57
 Naperville CUSD 203
 Newhall County Water District
 Norridge Park District
 North Scott School District
 Oak Park Public Library
 Ohlone Community College
 Omaha Public Power District
 (OPPD)
 Orland Park CHSD
 230
 Oswego CUSD 308
 Oswego Public
 Library District
 PACE Suburban Bus
 Division RTA
 Park District of
 Highland Park
 Park Ridge-Niles
 CCSD 64
 Port Byron Central
 School Districts
 Rapid City Area
 Schools

Riverdale CUSD 100
 Riverside SD 96
 Rockford Public Library
 Salisbury-Rowan Utilities
 (SRU)
 San Bernardino Municipal
 Water Department
 San Jose/Evergreen
 Community College
 Schaumburg Township District
 Library
 Sherrad Community Schools
 Shorewood School District
 South Florida Water
 Management
 St. Ambrose University
 St. Charles CUSD 303
 Sunset Ridge SD 29
 University of Chicago
 University of Michigan
 University of Notre Dame
 Wahlert Catholic High School
 Washington County School
 District
 West Allis School District
 West Aurora SD 129
 Wheaton-Warrenville SD 200
 Whitnall School District
 Cedar Falls Utilities
 Central Illinois Power
 Church of Our Savior



CREDENTIALS, DEGREES, AND AFFILIATIONS

- Bachelor of Arts in Communications from St. Ambrose University
- Ongoing training from Avaya/Cisco/ShoreTel/Nortel/Mitel/NEC, and others
- Past President and current member of the Iowa Telecommunications Users Group (ITUG)
- Member, All Major Vendor Consultant Programs
- Member, Association of Communications Technology Professionals in Higher Education (ACUTA)
- Member, Building Industry Consulting Services, International (BICSI)
- Member, Healthcare Information and Management Systems Society (HIMSS)
- Member, Society of Telecommunications Consultants (STC)
- Member, Institute of Electrical and Electronics Engineers (IEEE)

SPECIALTIES

- Billing Audits and Cost Reviews
- Carrier Services Cost Analysis
- Competitive Hardware and Services RFP Development and Evaluations
- Implementation Project Management
- Operational Assessment and Workflow
- Strategic Telecommunications Planning
- VoIP Readiness Assessments and Review



I would like to thank both of you, especially Tom, for all the hard work you did for us. We could not have done this RFP process successfully without your help.

—IS Manager
 CA Municipality

Marcia Struwing

Senior Telecommunications Consultant

Marcia Struwing specializes in bill auditing, inventory, call center operations and design, voice and data communications systems, operational needs assessments, and project management. Marcia has provided these services for hundreds of clients throughout the United States in both the public and private sectors. Her direct experience includes work for government agencies, not-for-profit organizations, healthcare, and educational institutions (at the K-12 and higher education levels).

Highlights

- System Implementation Project Leader for a large K-12 school district – provided coordination and planning for the implementation of a 1,500 station Cisco VoIP telecommunications system in a multi-location environment
- Call Center Implementation and Call Center Management Services – assisted with the design and implementation of a large multi-location telecommunications system and call center that included multiple sites and 100+ active agents
- Contact Center Operational Assessment for a Large University Medical Group – performed an operational review and assessment of the methods used to make appointments, disseminate medical information, enable physician referrals, communicate the status of appointments, and confirm appointments.

Agency Experience

City of Chino	Consolidated SD 158 Algonquin
City of Foster City	DeKalb CUSD 428
City of La Habra	DuPage County Health Department
City of Laguna Niguel	Durand CUSD 322
City of Lake Forest	East Aurora SD 131
City of Murrieta	Eastern Illinois University
City of Piedmont	Elgin SD U-46
City of Rancho Cucamonga	Geneva CUSD 304
City of Redlands	Harlem SD 122
City of Rockford	Harrison SD 36
City of San Clemente	Harvard CUSD 50
City of San Rafael	Harvey SD 152
City of South San Francisco	Hononegah SD 207
City of St. Charles	Indian Prairie CUSD 204
City of West Covina	Lake Elsinore Unified SD
Village of Arlington Heights	Livermore Area Recreation Park District
Village of Cary	Marmion Academy
Village of Libertyville	Milwaukee Transport Services
Village of Lincolnwood	Mount Prospect SD 57
Village of Northfield	Naperville CUSD 203
Village of Riverside	Nippersink (Richmond-Burton) RB 2
West Aurora SD 129	Northern Illinois University
County of DuPage	Oswego Public Library District
County of Milwaukee	Park Ridge-Niles SD 64
County of Tuolumne	Posen-Robbins SD 143.5
County of Winnebago	Prospect Heights SD 23
County of Yolo	Rockford Public Library
Batavia Public SD 101	Salt Creek SD 48
Butler SD 53	San Bernardino Municipal Water
Calumet City SD 155	St. Charles CUSD 303
Carpentersville School District	Sunset Ridge SD 29
Central Burlington CUSD 301	Township High SD 214
Community Unit SD 300	Wheaton-Warrenville SD 200
Consolidated HSD 230	Winfield SD

CREDENTIALS, DEGREES, AND AFFILIATIONS

- Bachelor's Degree from the University of Illinois
- Member of consultant liaison programs for Alcatel, Cisco, Avaya, Nortel, Siemens, ShoreTel, Mitel, i3, and others

I appreciate your efforts and the great work done by ClientFirst to date in all areas.

—CFO
 IL Library

Aaron Ayala

Senior Systems Engineer

Aaron Ayala has over 20 years in Information Technology and more than five years working solely on high-level, local-government projects. Mr. Ayala is an expert in providing IT support, project management, and vendor relations. He is accustomed to high-value, fast-paced, high-pressure roles, with the ability to prioritize multiple tasks, meet deadlines, while providing a superior level of customer service.

Highlights

- Infrastructure Project Manager and Network Design Engineer
- Manages large- and small-scale implementation teams. Examples include:
 - ◆ \$4.5MM deployment of Cisco and ShoreTel structured cabling, voice and data infrastructure for a municipality with 35 locations
 - ◆ \$2.5MM deployment of HPE and Mitel voice and data infrastructure for a county with 33 locations
 - ◆ IT Implementation project management for Mother Lode Regional Juvenile Detention Center, Tuolumne County, California
 - ◆ Data Center Relocation for a mid-sized California city
 - ◆ Contract administration for structured cabling system, door access control and data center-related vendor implementations
- Design and procurement of Cisco, HPE, Palo Alto and other major network solutions
- Wireless systems, Networks, Network security, Backup systems, Infrastructure
- Design and procurement of door access control, structured cabling, and video surveillance systems
- Implementation of network management tools, including network monitoring, Active Directory security, and others

Agency Experience

City of Azusa	Durand CUSD 322
City of Corona	East Aurora SD 131
City of La Puente	Elgin SD U-46
City of Laguna Niguel	Geneva Community SD 304
City of Murrieta	Harlem SD 122
City of Pacific Grove	Hononegah SD 207
City of Palm Desert	Huntley SD 158
City of Rancho Cucamonga	Indian Prairie CUSD 204
City of Rancho Mirage	Livermore Area RPD
City of Rialto	Naperville CUSD 203
City of San Clemente	Orland Park D230
City of South Gate	Posen-Robbins SD 143.5
City of West Covina	Rockford Public Library
City of Yucca Valley	St. Charles CUSD
County of Mendocino	West Aurora SD 129
County of Tuolumne Butler SD 53	Wheaton-Warrenville SD 200
Castaic Lake Water Agency	Winfield SD 34
Castro Valley Sanitary ACHDS	
San Bernardino Municipal Water	
DeKalb CUSD 428	



CREDENTIALS, DEGREES, AND AFFILIATIONS

- Bachelor of Science in Information Systems, University of Phoenix

SPECIALTIES

- Infrastructure Project Management
- Staff Management
- Vendor Relationships
- Systems Administration
- IT Operations
- IT SOX Compliance

I appreciate your efforts and the great work done by ClientFirst to date in all areas.

—Chief Financial Officer
 IL Library

Client References

We believe our clients are our best salespeople. The references listed here are examples of clients with similar needs. Each of these clients has retained our services many times. We pride ourselves on client satisfaction and strive to maintain long-term relationships with our clients as partners.



City of Azusa, CA

213 E. Foothill Blvd., Azusa, CA 91702

Ann Graf, Director of Information Technology

626.812.5292

agraf@ci.azusa.ca.us

- Telecommunications System Assessment
- VoIP Readiness Review
- Telecom System Specifications Development
- Cable Infrastructure Design, RFP Specifications and Vendor Selection
- Cable Infrastructure Construction Project Management PM
- Data Network Assessment, Design, specifications and competitive selection
- Data Network Implementation Project Management
- Development of formal Telecom System Request for Proposal (RFP)
- Vendor Demonstration Management
- Contract Negotiations
- Carrier Services Design and Change Management
- System Implementation Project Management



City of Rockford

425 E. State St., 4th Floor, Rockford, IL 61104

Todd Hughes, Information Technology Director

815.987.5700

todd.hughes@rockfordil.gov

- VoIP Readiness Review
- Telecommunications Consulting for Communications System Update/Replacement
- Comparison of existing Centrex telecom services vs. the use of PRI and SIP Trunking
- Telecommunications Operational Needs Assessment
- RFP Development and Vendor Proposal Process
- Telecommunications Alternative System Review and Cost Comparison
- Cable Infrastructure Design and Contractor Selection
- Billing Audit and Telecommunications Services Design
- Local and Wide Area Network Design
- Performed project management and implementation services for the implementation of the telecom system, data network, and SIP services.



Consolidated High School District 230

15100 South 94th Avenue, Orland Park, IL 60462

John Connolly, Chief Technology Officer

708.745.5253

jconnolly@d230.org

- Telecommunications System Assessment
- VoIP Readiness Review
- Telecom System Specifications Development
- Development of formal Request for Proposal (RFP)
- Vendor Demonstration Management
- Contract Negotiations



Naperville Community Unit School District 203

203 West Hillside Road, Naperville, IL 60540

Chris Kunzer, Telecommunications and Special Systems Manager

630.420.6473

ckunzer@naperville203.org

- Consortium VoIP Selection
- VoIP Implementation Project Management
- IT Capital Planning and Budgeting
- Storage Area Network Selection
- Metropolitan Area Network Implementation Project Management
- Wide Area Network Design
- E-Rate Funding
- Telecommunications Billing Analysis and Cost Savings
- Disaster Recovery Planning
- Storage Area Network RFP and Selection
- Network Access Control RFP and Selection
- Data Center Design and Project Management
- Telecommunications System Design and Selection
- Telecommunications System Installation Project Management Oversight
- Fiber-optic Network Design
- Telecommunications Services and Cost Review



Tuolumne County

2 South Green Street, Sonora, CA 95370

Roger Root, IT Director

209.536.2370

root@co.tuolumne.ca.us

- VoIP Telecommunications System
 - ◆ VoIP Readiness Review
 - ◆ Telecommunications Consulting for Communications System Update/Replacement
 - ◆ Comparison of Existing Telecom Services vs. the Use of SIP Trunking
 - ◆ Telecommunications Operational Assessment
 - ◆ Data Network Design (LAN and WAN)
 - ◆ RFP Development and Vendor Proposal Process
 - ◆ Telecommunications Alternative System Review and Cost Comparison
 - ◆ Telecom and Network Implementation Project Management



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/9/2022

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 Bowermaster & Associates 10805 Holder St Ste 350 Cypress CA 90630	CONTACT NAME: Sandra Perez PHONE (A/C, No, Ext): 714-733-6200 E-MAIL ADDRESS: sperez@bowermaster.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED ClientFirst Consulting Group, LLC 980 Montecito Drive, Ste 209 Corona CA 92879	INSURER A: Citizens Insurance Company of America		31534
	INSURER B: Allmerica Financial Benefit Insurance Co		41840
	INSURER C: Philadelphia Indemnity Insurance		18058
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 933852307 **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	OB3A915118	4/16/2021	4/16/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			OB3A915118	4/16/2021	4/16/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
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 N	N/A	W23A883062	4/16/2021	4/16/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Technology E&O Incl Cyber			PHPK2253459	3/31/2021	3/31/2022	Per Claim/Aggregate Deductible 2,000,000 10,000

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 are Additional Insured as respects to General Liability; coverage is Primary, and Waiver of Subrogation applies per attached forms. Waiver of Subrogation applies to Workers Compensation per attached endorsement form.

CERTIFICATE HOLDER Village of Orland Park 14700 Ravinia Avenue Orland Park IL 60462	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES	Limits	Page
1. Additional Insured by Contract, Agreement or Permit	Included	1
2. Additional Insured - Broad Form Vendors	Included	2
3. Alienated Premises	Included	3
4. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators	Included	3
5. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)	Included	3
6. Personal and Advertising Injury - Broad Form	Included	4
7. Product Recall Expense	Included	4
Product Recall Expense Each Occurrence Limit	\$25,000 Occurrence	5
Product Recall Expense Aggregate Limit	\$50,000 Aggregate	5
Product Recall Deductible	\$500	5
8. Unintentional Failure to Disclose Hazards	Included	6
9. Unintentional Failure to Notify	Included	6

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

The following changes are made to **SECTION II - LIABILITY**:

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured**:

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit to add such person or organization as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

(3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
 - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor.
 - (4) To any:
 - (a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
 - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
 This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance:**

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

- e. All other insuring agreements, exclusions, and conditions of the policy apply.

2. Additional Insured - Broad Form Vendors

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured - Broad Form Vendors

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.
- b. The insurance afforded to such vendor described above:
 - (1) Only applies to the extent permitted by law;
 - (2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;
 - (3) Will not be broader than coverage provided to any other insured; and
 - (4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto
- c. With respect to insurance afforded to such vendors, the following additional exclusions apply:
 The insurance afforded to the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;

- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
- (a) The exceptions contained within the exclusion in subparagraphs (4) or (6) above; or
- (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
- (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- d. With respect to the insurance afforded to these vendors, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance**:
- The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:
1. Required by the contract or agreement described in Paragraph a.; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
- 3. Alienated Premises**
- SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage k. Damage to Property**, paragraph (2) is replaced by the following:
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.
- 4. Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators**
- a. The following is added to **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, k. Damage to Property**:
- Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.
- Paragraph (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.
- b. For the purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**:
1. "Customers goods" means property of your customer on your premises for the purpose of being:
 - a. Worked on; or
 - b. Used in your manufacturing process.
 - c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.
- 5. Incidental Malpractice - Employed Nurses, EMT's and Paramedics**
- SECTION II - LIABILITY, C. Who Is An Insured**, paragraph 2.a.(1)(d) does not apply to a nurse,

emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

6. Personal Injury - Broad Form

a. **SECTION II - LIABILITY, B. Exclusions, 2. Additional Exclusions Applicable only to "Personal and Advertising Injury"**, paragraph e. is deleted.

b. **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, 14.** "Personal and advertising injury", paragraph b. is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, Definition 14.** "Personal and advertising injury":

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

d. For purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if liability coverage for "personal and advertising injury" is excluded either by the provisions of the Coverage Form or any endorsement thereto.

7. Product Recall Expense

a. **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage,**

o. Recall of Products, Work or Impaired Property is replaced by the following:

o. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, the exception to the exclusion does not apply to "product recall expenses" resulting from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

b. The following is added to **SECTION II - LIABILITY, C. Who Is An Insured, paragraph 3.b.:**

"Product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

- c. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**:

Product Recall Expense Limits of Insurance

- a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and the rules stated below fix the most that we will pay under this Product Recall Expense Coverage regardless of the number of:

- (1) Insureds;
- (2) "Covered Recalls" initiated; or
- (3) Number of "your products" withdrawn.

- b. The Product Recall Expense Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

- c. The Product Recall Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

- d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

- e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

- f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. Product Recall Deductible

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment

of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

- d. The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
- (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

- e. For the purpose of this endorsement, the following definitions are added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**:

1. "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

2. "Product recall expense(s)" means:

- a. Necessary and reasonable expenses for:

- (1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;

- (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
 - (3) Remuneration paid to your regular "employees" for necessary overtime;
 - (4) Hiring additional persons, other than your regular "employees";
 - (5) Expenses incurred by "employees" including transportation and accommodations;
 - (6) Expenses to rent additional warehouse or storage space;
 - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,
- you incur exclusively for the purpose of recalling "your product"; and
- b. Your lost profit resulting from such "covered recall".
- f. This Product Recall Expense Coverage does not apply:

- (1) If the "products - completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
- (2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.

8. Unintentional Failure to Disclose Hazards

The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions:**

Representations

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

9. Unintentional Failure to Notify

The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this Coverage Part shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this Policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

1. **SECTION I - PROPERTY**, if two or more of this coverage part's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.
2. **SECTION II - LIABILITY**, it is our stated intent that the various Coverage Parts, forms, endorsements or policies issued to the named insured by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim, "suit", "occurrence", offense, accident, "wrongful act" or loss. We will not pay more than the actual amount of the loss or damage.

If this Coverage Part and any other Coverage Part, form, endorsement or policy issued to the named insured by us, or any company affiliated with us, apply to the same claim, "suit", occurrence, offense, accident, "wrongful act" or loss, the maximum Limit of Insurance under all such Coverage Parts, forms, endorsements or policies combined shall not exceed the highest applicable Limit of Insurance under any one Coverage Part, form, endorsement or policy.

This condition does not apply to any Excess or Umbrella Policy issued by us specifically to apply as excess insurance over this policy.

G. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

H. Other Insurance

1. SECTION I - PROPERTY

If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But, we will not pay more than the applicable Limit of Insurance of **SECTION I - PROPERTY**.

2. SECTION II - LIABILITY

If other valid and collectible insurance is available to the insured for a loss we cover under **SECTION II - LIABILITY**, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in paragraph **c.** below.

However, if you agree in a written contract, written agreement, or written permit that the insurance provided to any person or organization included as an Additional Insured under this Coverage Part is primary and non-contributory, we will not seek contribution from any other insurance available to that Additional Insured which covers the Additional Insured as a Named Insured except:

- (1) For the sole negligence of the Additional Insured; or
- (2) When the Additional Insured is an Additional Insured under another liability policy.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Property Insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION II - LIABILITY, Exclusion g. Aircraft, Auto or Watercraft**; and
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under **SECTION II - LIABILITY** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the

insured's rights against all those other insurers.

- c. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

- (2) The total of all deductible and self-insured amounts under all that other insurance.

- d. We will share the remaining loss, if any, with any other insurance that is not described in this provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage.

- e. **Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limit of Insurance to the total applicable limits of insurance of all insurers.

- f. When this insurance is excess, we will have no duty under Business Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so; but we will be entitled to the insured's rights against all those other insurers.

- I. **Premiums**

- 1. The first Named Insured shown in the Declarations:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums we pay.

- 2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the

premium in accordance with our rates and rules then in effect.

- 3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:

- a. Paid to us prior to the anniversary date; and

- b. Determined in accordance with paragraph 2. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.

- 4. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that is not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

- J. **Premium Audit**

- 1. This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will compute the final premium due when we determine your actual exposures.

- 2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

- 3. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

- K. **Transfer of Rights of Recovery Against Others to Us**

- 1. Applicable to **SECTION I - PROPERTY Coverage:**

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to a loss to your Covered Property.
- b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - (1) Someone insured by this insurance;
 - (2) A business firm:
 - (a) Owned or controlled by you; or
 - (b) That owns or controls you; or
 - (3) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

- 2. Applicable to **SECTION II - LIABILITY** Coverage:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair such rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have against any person or organization with whom you have a written contract, permit or agreement to waive any rights of recovery against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

This condition does not apply to Medical Expenses Coverage.

L. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured. If you die, your rights and duties will be transferred to your legal representative but only while that legal representative is acting within the scope of their duties as your legal representative. Until your legal representative is appointed, anyone with proper temporary custody of your property will have your rights and duties but only with respect to that property.

insured's rights against all those other insurers.

- c. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

- d. We will share the remaining loss, if any, with any other insurance that is not described in this provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage.

e. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limit of Insurance to the total applicable limits of insurance of all insurers.

- f. When this insurance is excess, we will have no duty under Business Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so; but we will be entitled to the insured's rights against all those other insurers.

I. Premiums

1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.
2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the

premium in accordance with our rates and rules then in effect.

3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:

- a. Paid to us prior to the anniversary date; and
- b. Determined in accordance with paragraph 2. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.

4. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that is not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Premium Audit

1. This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will compute the final premium due when we determine your actual exposures.
2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
3. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

K. Transfer of Rights of Recovery Against Others to Us

1. Applicable to **SECTION I - PROPERTY Coverage:**

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to a loss to your Covered Property.
- b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - (1) Someone insured by this insurance;
 - (2) A business firm:
 - (a) Owned or controlled by you; or
 - (b) That owns or controls you; or
 - (3) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

- 2. Applicable to **SECTION II - LIABILITY** Coverage:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair such rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have against any person or organization with whom you have a written contract, permit or agreement to waive any rights of recovery against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

This condition does not apply to Medical Expenses Coverage.

L. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured. If you die, your rights and duties will be transferred to your legal representative but only while that legal representative is acting within the scope of their duties as your legal representative. Until your legal representative is appointed, anyone with proper temporary custody of your property will have your rights and duties but only with respect to that property.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

Person or Organization	Schedule	Job Description
ONLY WHERE REQUIRED BY C O N T R A C T	X	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No. W23-A883062-04

Endorsement No.

Insurance Company ALLMERICA FINANCIAL BENEFIT INSURANCE

Countersigned By _____