Clerk's Contract and Agreement Cover Page

Year:	2008	**Legistar File ID#:**	2007-0704
Multi Year:	☐	**Amount**	$77,680.10

Contract Type: Goods&Services

Contractor's Name: Sirius Computer Solutions

Contractor's AKA:

Execution Date: 11/26/2007

Termination Date: 12/10/2008

Renewal Date:

Department: Administration/MIS

Originating Person: Mary Klinger

Contract Description: IBM System i 525 and Migration Services

Monday, December 10, 2007

December 10, 2007

Ms. Shannon Toothman
Sirius Computer Solutions
613 N.W. Loop 410, Suite 1000
San Antonio, Texas 78216

RE: *NOTICE TO PROCEED: IBM System i™ 525 and Migration Services*

Dear Ms. Toothman:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of December 7, 2007.

Please contact Mary Klinger at 708-403-6190 to arrange the commencement of the work.

The Village has processed Purchase Order #046306 for this contract/service (see attached). It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated November 26, 2007 in an amount not to exceed Seventy Seven Thousand Six Hundred Eighty and 10/100 ($77,680.10) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Kevin Oswald
        Mary Klinger

BILL TO: VILLAGE OF ORLAND PARK

Attention: Accounts Payable
14700 Ravinia Avenue
Orland Park, Illinois 60462-3167
Phone: (708) 403-6180
Fax: (708) 403-9212

Page: 1

Purchase Order Number: 046306

Purchase Order Date: 12/07/07

PURCHASE ORDER

To:

SIRIUS COMPUTER SOLUTIONS
ATTN: ROGER GREIF
3010 HIGHLAND PARKWAY
SUITE 350
DOWNERS GROVE, IL 60515

Ship to:

VILLAGE OF ORLAND PARK
ATTN: DATA PROCESSING
14700 RAVINIA AVENUE
ORLAND PARK, IL 60462-3167

Vendor No.	Your invoice MUST mirror the items on the Purchase Order. Failure to include the PO number on the invoice could result in invoice payment delays.			
8091			Sales Tax Exempt # E9998 1807 05	

Deliver By	Vendor Phone Number	Vendor Fax Number	Terms
01/31/08	TEL# (630) 395-5459	FAX# (630) 724-1325	NET

Confirm To	Confirm By	Requisitioned By
	JUDY KONOW	M. KLINGER

Freight	Contract Number	Account Number	Project	Requisition No.	Requisition Date
		01011014997041		47650	12/04/07

Line#	Quantity	UOM	Item Number and Description	Unit Cost	Extended Cost
1	77680.10	DL	IBM SYSTEM I525 AND MIGRATION SERVICES	1.0000	77680.10
			SUB-TOTAL		77680.10
			TOTAL		77680.10

REMARKS:
BOARD APPROVED 11/5/07 2007-0704

Authorized By: *Judy Konow* Faxed: _____ Phoned: _____ Mailed: 12/10/07

VILLAGE OF ORLAND PARK
(Contract for Purchase of Goods and Services)

This Contract is made this 26th day of November, 2007 by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and Sirius Computer Solutions, Inc. (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

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

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

The Contract
The Terms and Conditions pertaining to the Contract
The Request for Proposals
The Instructions to Proposers
The Proposal dated October 18, 2007, including the Statement of Work, as it is responsive to the VILLAGE's RFP requirements
All Certifications required by the VILLAGE
Certificates of Insurance

SECTION 2: GOODS TO BE PURCHASED, COST AND DELIVERY, SCOPE OF THE WORK AND PAYMENT: The VILLAGE agrees to purchase from the CONTRACTOR the following:

IBM System i™ Model 525 Express Configuration 2 for 150 concurrent users
2GB Main Storage
6 - 70.56GB 15k rpm Disk Units
Gigabit Ethernet Adapter
DVD-ROM Drive
IBM TS2340 Ultrium LTO4 Tape Drive
IOP/IOA for Ultrium-4 Tape Drive
ECS Modem

Hardware Management Console
Uninterruptible Power Supply
Remove IOP/IOA that connects the IBM 3580-001 tape drive and IBM 7208-342 tape drive to the 9406-820 and attach these devices to the new system.
All components are to be enclosed in a 1.8 meter rack with trim kit.

Operating system V5R4 (or the latest IBM-certified stable release)
Query
DB2 Query Manager and SQL DevKit
ILE RPG IV Compiler
Client Access – 10 user licenses
One (1) year 24x7 Software Maintenance, P10 Processor Group

Including all components as defined in the detailed hardware and software configuration as specified on pages 35 to 41 of the RFP for a total cost of Seventy Thousand Six Hundred Eighty and 10/100 ($70,680.10) Dollars

(hereinafter referred to as the "GOODS") as further described in the VILLAGE'S RFP requirements. The GOODS shall be delivered FOB to the Village of Orland Park, 14700 South Ravinia Avenue, Orland Park, Illinois 60462 or to any other address provided by the VILLAGE.

The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS (hereinafter referred to as the "WORK") and further described below:

System I to System I Migration With i5/OS Upgrade Services as specified in the RFP response Statement of Work For a total cost of Seven Thousand and No/100 ($7,000.00) Dollars.

The VILLAGE agrees to pay the CONTRACTOR upon acceptance of the GOODS and WORK pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following for performance of the described services and upon acceptance of the GOODS:

TOTAL COST: Seventy Seven Thousand Six Hundred Eighty and 10/100 ($77,680.10) Dollars (hereinafter referred to as the "CONTRACT SUM"). The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.

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

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The CONTRACTOR shall deliver the GOODS within 60 days of the date of execution of this Contract. Time is of the essence of this Contract. Acceptance of the GOODS and termination of this Contract shall occur only after the VILLAGE has inspected the GOODS, any period of training provided by the CONTRACTOR or manufacturer of the GOODS has expired and the GOODS have been acknowledged in writing by the VILLAGE to be accepted. In addition to any time period allotted for training purposes, the VILLAGE shall either issue said acknowledgement or a written notice explaining the deficiencies in the GOODS within ten (10) days of delivery. The CONTRACTOR shall have ten (10) days after receipt of notice of deficiencies to cure said deficiencies or replace the GOODS at which time, if the VILLAGE does not accept the GOODS the CONTRACTOR shall be considered to be in breach of the terms of the Contract.

The WORK shall commence upon receipt of a Notice to Proceed and continue expeditiously for 3 months from that date or until final completion. This Contract shall terminate upon completion of the WORK or one year, whichever occurs first, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the VILLAGE and their respective officers, agents and employees, from and against all claims, damages, losses, costs, expenses, judgments and liabilities, including but not limited to attorney's fees, costs and expenses, arising out of or in connection with Contractor's performance of or failure to perform this Agreement, provided that any such claim, damage, loss, costs, expenses, judgments or liabilities are attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible personal property, including the loss of use resulting therefrom, that is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable.

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

Contractor agrees that a similar waiver of liability limitation will be incorporated in its agreements with sub-subcontractors or anyone directly or indirectly employed by them. Contractor agrees that in the event it fails to incorporate such a waiver of liability limitation in its agreements with said sub-subcontractors and others, then it will be responsible for any additional liability arising out of said failure. The defense and indemnification obligations set forth in this provision shall survive the termination or expiration of this Agreement.

Execution of this Contract by the VILLAGE is contingent upon receipt of any Insurance Certificates required by the VILLAGE in the CONTRACT DOCUMENTS.

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

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

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS, it requires that such notice be in writing. Notice shall be deemed received if it is 1) delivered in person, 2) sent by registered United States mail and a signed return receipt is received, 3) delivered by messenger or mail service and a signed receipt is received, 4) sent by facsimile and a printed acknowledgment of receipt is received, or 4) by e-mail if an acknowledgment of receipt is received. Notice shall be sent to the following:

To the VILLAGE:	To the CONTRACTOR:
Denise Domalewski, Contract Administrator	Kevin Oswald
Village of Orland Park	Sirius Computer Solutions
14700 South Ravinia Avenue	One Westbrook Corporate Center, Suite 805
Orland Park, Illinois 60462	Westchester, IL 60154
Telephone: 708-403-6173	Telephone: 708-551-9018
Facsimile: 708-403-9212	Facsimile: 708-551-9030
e-mail: ddomalewski@orland-park.il.us	e-mail: Kevin.Oswald@siriuscom.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 under the requirements of this Section.

SECTION 8: TERMINATION: This Contract may be terminated by the VILLAGE for cause or convenience upon written notice to CONTRACTOR and in the case of GOODS manufactured or modified to the VILLAGE'S specifications, only upon payment of the costs incurred, as approved by the VILLAGE, up to the date of termination.

SECTION 9: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 10: PAYMENTS TO OTHER PARTIES: The CONTRACTOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 11: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 12: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 13: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 14: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

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

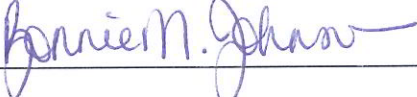FOR: THE VILLAGE

By: _Ellen J Bner_

Print Name: _Ellen J Baer_

Its: _ACTING_ Village Manager

Date: _12/7/07_

FOR: THE CONTRACTOR

By: _Bonnie M. Johnson_

Print Name: _BONNIE M. JOHNSON_

Its: _SENIOR VICE PRESIDENT_

Date: _DECEMBER 3, 2007_

TERMS AND CONDITIONS OF THE CONTRACT FOR THE PURCHASE OF GOODS

The VILLAGE may, if the CONTRACTOR does not correct deficiencies in the GOODS with reasonable promptness after receiving a written notice from the VILLAGE, deduct the reasonable cost of the correction or cure from the amounts owed to the CONTRACTOR or require the CONTRACTOR to retrieve the GOODS at its sole expense and deduct the full amount of the returned GOODS from the CONTRACT SUM.

The CONTRACTOR represents to its knowledge and belief that the GOODS are new, contain materials of good quality and that the GOODS conform to the CONTRACT DOCUMENTS. All manufacturers' guarantees and warranties shall be delivered to the VILLAGE prior to the issuance of final payment.

CONTRACTOR shall comply with all local, state and federal statutes, ordinances, codes, rules, regulations and all case law pertaining to the provision of the GOODS to a public body, including but not limited to all of the applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-01 *et seq.*)

CONTRACTOR will not be relieved of any obligation to the VILLAGE in performance of the Contract due to failure to examine or receive documents, visit or become familiar with conditions under which the GOODS shall be used or from facts of which CONTRACTOR should have been aware and VILLAGE shall consider all incidents of nonperformance of the Contract related thereto as incidents of default and a breach of the Contract.

The VILLAGE is a public body and is exempt from excise, sales and use taxes; therefore, CONTRACTOR shall not include any such taxes in its cost figures.

The VILLAGE shall have the right to inspect the GOODS and test the GOODS for suitability for use before acceptance. The CONTRACTOR shall be responsible for the contracted quality and standards of all GOODS supplied under this contract up to the time of final acceptance by the VILLAGE. GOODS not complying with the requirements of the CONTRACT DOCUMENTS may be rejected by the VILLAGE and upon rejection shall be removed at no cost to the Village.

All guarantees and warranties required shall be furnished by the CONTRACTOR and shall be delivered to the VILLAGE before final voucher on the contract is issued.

Execution of the Contract between VILLAGE and CONTRACTOR is contingent upon receipt of any certifications required by the VILLAGE.

The VILLAGE may, at any time, terminate the Contract for the VILLAGE'S convenience and without cause upon written notice to the CONTRACTOR.

Village of Orlando Park, IL
System i to System i Migration, with i5/OS upgrade Services

This Statement of Work ("SOW") is made by and between Sirius Computer Solutions, Inc., ("Sirius") and Village of Orlando Park, IL ("Customer") for the provision of certain professional services as more fully described herein, ("Services"). Customer and Sirius expressly acknowledge and agree that this SOW is incorporated by reference into, and made a part of, RFP dated October 8th, 2007 (the "Agreement"). In the event of conflict, the terms of the Agreement shall control unless otherwise expressly provided herein. Unless otherwise agreed, Sirius reserves the right to subcontract any or all portions of the Services contemplated hereunder.

SCOPE OF SERVICES

Sirius will migrate your existing System i820 server, ("**source server**") running OS/400 release V5R1 to a new System I525 Server ("**target server**") running i5/OS V5R4M5 with a two trip engagement. The first trip will be to setup the target server and do the initial load of your libraries for testing purposes. The second trip will be to synchronize the target server with the source server and ready the target server for production. In addition, Sirius will also provide skills transfer on the new i5 server hardware.

1. **Target server Installation, 1st Visit**
   a. Pre-Installation/Configuration Planning
   b. Inventory all Hardware and Installed Software
   c. Perform initial configuration of HMC as console
   d. Update HMC code and Service Processor firmware (as necessary)
   e. Install target server hardware
   f. Remove IOP/IOA that connects the IBM 3580-001 tape drive and IBM 7208-342 tape drive to the 9406-820 and attach these devices to the new system.
   g. Install LIC, if applicable
   h. Verify/Assign Disk, configure RAID and set up ASP
   i. Load base i5/OS target server if necessary
   j. Configure Network Settings in a Side-by-Side configuration
   k. Provide administration skills transfer

2. **Source server to target server Migration Services, 1st Visit**
   a. Verify customer's media for migration
   b. Migrate system settings, user ids and configuration from source server to target server, as Slip
   c. Migrate User Data and Applications to target server, Slip to target server i5/OS
   d. Assist with configuration/testing of initial peripheral devices, (Printers and Workstations)
   e. Turn target server over to customer for full save and the start of testing

3. **Source server to target server Cutover Services, 2nd Visit**
   a. Planning for final cutover
   b. Verify customer's media backup
   c. Scratch install or refresh all User Data from source server to target server
   d. Migrate any hardware, all cables and peripheral connections
   e. Verify successful migration and normal operation
   f. Turn system over for production

RESPONSIBILITIES

Sirius Responsibilities
1. Document each task necessary to complete the Services and send a final report to Customer when such tasks are completed.
2. Staff this effort with appropriately skilled individuals to perform the Services.
3. Assign a Project Manager who will serve as the primary contact for Customer.
4. Promptly notify Customer of any unsafe condition about which Sirius has knowledge.

Customer Responsibilities

1. Back-up all data, software, operating systems, software configurations and networking configurations in preparation for and during the performance of the Services. Sirius shall not be liable for any lost, damaged or corrupted data.
2. Have the appropriate software and hardware available at the beginning of the project and ensure that the necessary hardware environment (operating system, network, ports) is configured appropriately and is stable.
3. Provide Sirius with access to Customer's facilities and appropriate resources as reasonably necessary for Sirius to fulfill its obligations hereunder, including but not limited to: an adequate work area, network access, telephones, terminal, access to PC-based printer, remote access to systems (if applicable), and access to an outside telephone line that can be used for internet access.
4. Designate a specific authorized representative for making decisions relating to the Services, and provide knowledge resources as requested for information on internal systems, including but not limited to, network infrastructure. Customer's staff will participate throughout the implementation.
5. Perform pre and post media backups.
6. Verify that all third party software will run correctly on the target server.
7. Promptly notify Sirius of any unsafe condition about which Customer has knowledge and to which Sirius resources could be exposed.
8. Promptly notify Sirius of any accidents or injuries involving Sirius employees or subcontractors assigned to Customer.
9. Promptly inspect and accept Services and/or Deliverables upon completion by Sirius.

Joint Responsibilities

1. Sirius and Customer will work together to establish acceptance criteria.

DELIVERABLES

This SOW will produce the following specific deliverables and/or objectives ("Deliverables"). Costs contained in this SOW were created based on these Deliverables and objectives only. Tasks, deliverables and responsibilities not explicitly addressed within this SOW are beyond its scope and can only be provided pursuant to the change process described herein or pursuant to a separate SOW as mutually agreed to by both parties. Except as explicitly set forth in this SOW, Sirius shall have no obligation to provide maintenance or support services for Deliverables or to modify or remediate Deliverables in any manner following Customer's acceptance thereof.

1. Weekly status reports and/or completion report
2. Knowledge transfer

ASSUMPTIONS

Sirius has created this SOW under the following assumptions. If one or more of these assumptions proves to be invalid, costs and other project factors may be impacted.

1. Customer is responsible for pre and post media backups
2. Customer is responsible for making sure all applications are compatible with the Target Server i5/OS.
3. Customer is responsible for application testing.

SCHEDULE

Sirius and Customer will determine a schedule for work to be performed once execution of this SOW occurs. The schedule will include expected response times for Customer to review and complete tasks. Sirius will use commercially reasonable efforts to timely complete the Services.

FEE SCHEDULE

Services Costs

The Services will be provided for a fixed price of $7,000.00. Customer will be invoiced upon completion of the Services.

Travel Costs

If a local resource is used, travel costs will not be charged to Customer. If a non-local resource is needed, then Customer will be charged for reasonable out-of-pocket travel and living expenses. Upon request, Sirius will provide receipts for individual line item expenses valued at $25.00 or greater.

SERVICES COORDINATION

Customer designates the following authorized representative assigned to serve as the primary point of contact for communication, issue escalation, contract administration, project scope change administration, and acceptance of Deliverables and/or Services as set forth herein.

Customer's Authorized Representative	Email Address
Mary Klinger	mklinger@orland-park.il.us

SITE OF PERFORMANCE

Performance of the Services will be at the following Customer location(s):

Services Location(s):	Bill To:
Village of Orland Park 14700 S Ravinia Ave Orland Park IL 60462	Barb O'Brien - Accounts Payable

ACCEPTANCE

Upon completion of the Services, Sirius will submit a Completion Document in a form set forth at Exhibit A. Customer will return the Completion Document in accordance with its instructions within three (3) business days from the date of receipt thereof. If Customer reasonably believes that Sirius failed to substantially complete the Services in accordance with this SOW, Customer will notify Sirius in writing of its reasons for rejection of the Services or any portion thereof within three (3) business days from Customer's receipt of the Completion Document. If Sirius does not receive the signed Completion Document or written notification of the reasons for rejection within three (3) business days of Customer's receipt thereof, the absence of Customer's response will constitute Customer's acceptance of the Services and a waiver of any right of rejection.

CHANGE REQUESTS

From time to time Customer may request, or Sirius may propose, that Sirius implement a change to the Services reflected in this SOW including, without limitation, (a) a change to the scope of Services, or (b) a change in the prioritization or manner in which Sirius is performing the Services (each, a "Change"). In the event of the occurrence of a mutually agreed Change, Sirius shall prepare and provide to Customer a proposed change order. Sirius shall include in the proposed change order the effect, if any, the Change will have on Sirius' schedule of delivery of the Services, and if there will be any effect on the estimated cost or other Customer payments. Sirius shall not be responsible or liable for any delays, costs or damages resulting from Customer's rejection of, or delay in approving, a proposed change order relating to a Change. In the event the authorized representative of Customer requests that Sirius perform work without a mutually agreed upon change order, Customer shall compensate Sirius for the additional fees and expenses incurred by Sirius related thereto. In the event the Customer desires to retain Sirius for additional services outside the scope of the Services to be provided hereunder, Customer and Sirius agrees to execute and deliver such additional statements of work to evidence the additional services to be provided by Sirius.

Statement of Work

NO SOLICITATION

For a period of one year following the completion or termination of the Services provided hereunder, each party hereby agrees that neither such party nor any of its direct or indirect subsidiaries or affiliates (i.e., entities or persons controlled by or under common control of the party) will, directly or indirectly, solicit to employ or employ any of the current employees or independent contractors of the other party, without obtaining the prior written consent of the other party. This provision will survive the termination of this SOW and/or the Agreement.

INTELLECTUAL PROPERTY

Upon full payment of all amounts due Sirius under this SOW and the Agreement, Customer shall own all rights, title, and interest in and to the Deliverables and all changes, modification or improvements related thereto, developed by Sirius under this SOW. Sirius hereby grants, sells, assigns, and conveys to Customer all rights of Sirius in and to the Deliverables and the tangible and intangible property rights relating to or arising out of the Deliverables, including, without limitation, patent, copyright, trade secret, trademark, and other proprietary rights. Deliverables shall not include, and the transfer of any rights hereunder shall not apply to, Background Technology (as hereinafter defined) or any software, materials or other technology which is owned or controlled by a third party ("Third Party Technology").

"Background Technology" means all processes, tools, works of authorship, programs, data, utilities or other intellectual property, in whatever form, that Sirius prepared or had prepared outside the scope of the Services provided hereunder and are included in, or necessary to, the Deliverable. Sirius Background Technology, working papers, scripts, proprietary methodology and confidential information belong exclusively to Sirius, including to the extent included in the Deliverable. Customer is granted a nonexclusive license to use Sirius Background Technology or Third Party Technology for the limited purpose of implementing the Deliverable for Customer's internal purposes.

ACCEPTANCE & AUTHORIZATION

This SOW expires if not signed by Customer and returned to Sirius (as set forth below) within sixty (60) days of October 18, 2007. If performance of the Services does not commence within ninety (90) days of the date hereof, this SOW will automatically terminate in the absence of a written amendment rescheduling the Services. Please indicate your acceptance of this SOW by signing below and returning to:

Attn: Services Support Team
Fax: 1-866-206-2816

VILLAGE OF ORLANDO PARK, IL	SIRIUS COMPUTER SOLUTIONS, INC.
By: _Ellen J Barr_	By: _Bonnie M John_
Name: _Ellen J. Barr_	Name: Bonnie Johnson
Title: _ACTING VILLAGE MANAGER_	Sr. mg
Date: _12/7/07_	Title: Vice President
PO# (if applicable):	Date: _DECEMBER 3, 2007_
	SOW Number: 1-JIA2S

Completion Document

Customer	Date
Project Name	SOW #
Customer's Authorized Representative	Sirius Project Manager or Technical Consultant
Services Location(s)	Sirius Phone and Email: (xxx) xxx-xxxx xxxxx@siriuscom.com

Activities/Tasks	Status

Deliverables Provided

Customer will return this Completion Document in accordance with its instructions within three (3) business days from the date of receipt hereof. If Customer reasonably believes that Sirius failed to substantially complete the Services in accordance with the referenced SOW, Customer will notify Sirius in writing of its reasons for rejection of the Services or any portion thereof within three (3) business days from Customer's receipt of this Completion Document. If Sirius does not receive the signed Completion Document or written notification of the reasons for rejection within three (3) business days of Customer's receipt hereof, the absence of Customer's response will constitute Customer's acceptance of the Services and a waiver of any right of rejection.

Authorization: Services described above have been rendered to Customer's satisfaction and will be charged against the referenced Statement of Work.

CUSTOMER NAME

_____

Signature   Date

_____

Name (Print)   Title

INTERESTED IN BECOMING A SIRIUS CUSTOMER REFERENCE?   ☐ Yes ☐ No
Thank you for considering becoming a Sirius reference for the solution we have provided.

_____

Contact Name   Phone

RETURN INSTRUCTIONS: Please return to the Sirius Services Support Team via email at services.support@siriuscom.com or via fax to: (866) 206-2816. If you have any questions or concerns, please contact us at the email address noted above or by phone at the number listed above.

VILLAGE OF ORLAND PARK, ILLINOIS

IBM System i™ 525 and Migration Services

REQUEST FOR PROPOSALS

ISSUED

October 8, 2007

PROPOSALS DUE

October 22, 2007 10:00AM

VILLAGE OF ORLAND PARK, ILLILNOIS
IBM System i™ 525 and Migration Services
REQUEST FOR PROPOSALS

TABLE OF CONTENTS

Page

VILLAGE OF ORLAND PARK, ILLILNOIS
IBM System i™ 525 and Migration Services
REQUEST FOR PROPOSALS

I. INSTRUCTIONS TO PROPOSERS

OVERVIEW

The Village of Orland Park is requesting proposals from interested parties for an IBM System i™ 525 and Migration Services. Proposals must include a list of services, equipment and goods to be provided in accordance with the following requirements.

Proposals must be submitted no later than **10:00 a.m., Central Standard Time, Monday, October 22, 2007.** No consideration will be given to proposals received after the above stated date and time. Proposers must submit three (3) complete, sealed, signed and attested copies of the proposal, and one (1) complete, identical unbound copy of the proposal labeled: **Village of Orland Park –** IBM System i™ 525 and Migration Services - **RFP** and addressed to:

> Village of Orland Park
> Village Clerk's Office
> 14700 S. Ravinia Avenue
> Orland Park, Illinois 60462

All proposals submitted must include all information and documents as requested in this Request for Proposal. No oral or electronic proposals, including those sent by facsimile or via e-mail, will be accepted or considered. All proposals received after the submittal time will be rejected and returned unopened. Failure to follow these instructions may result in rejection of the proposal.

THE VILLAGE RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND TO WAIVE ANY IRREGULARITIES.

QUESTIONS REGARDING THIS REQUEST FOR PROPOSAL SHOULD BE IN WRITING AND DIRECTED TO:

> **Mary Klinger**
> **Village of Orland Park**
> **14700 Ravinia Avenue**
> **Orland Park, Illinois 60462**
> **mklinger@orland-park.il.us**
> **fax (708) 403-9212**

by the end of business on Wednesday, October 17, 2007. No oral comments will be made to any Proposer as to the meaning of the RFP and Specifications or other contract documents. Answers will be provided in writing to all potential proposers. Proposers will not be relieved of obligations due to failure to examine or receive documents, visit the site

or become familiar with conditions or facts of which the Proposer should have been aware and the Village will reject all claims related thereto.

Information (other than in the form of a written Addendum issued by the Village) from any officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the proposer or relieve him/her from fulfilling any of the conditions and obligations set forth in the proposal and other contract documents. Before the proposals are opened, all modification or additions to the proposal documents will be made in the form of a written Addendum issued by the Village. The Village will send copies of any such Addendum to those persons who have received proposal packages and provided sufficient contact information. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

The proposer shall be required to acknowledge receipt of the formal Addendum by signing the Addendum and including it with the proposal quotation. Failure of a proposer to include a signed formal Addendum in its proposal quotation shall deem its quotation non-responsive; provided, however, that the Village may waive this requirement if in its best interest.

Proposals will be opened and evaluated in private and proposal information will be kept confidential until an award is made.

VILLAGE OF ORLAND PARK, ILLILNOIS
IBM System i™ 525 and Migration Services
REQUEST FOR PROPOSALS

REQUIREMENTS OF PROPOSAL

Scope of Services

The Village of Orland Park is soliciting proposals from qualified firms for an IBM System i™ Model 525 Express Configuration 2 computer system , tape drive, hardware management console, uninterruptible power supply, system software, along with the migration of all applications, data and data connection from an existing IBM iSeries (AS/400) model 9406-820 computer system.

1. Equipment must meet the minimum specifications.

2. All awarded work must be done by the entity submitting the proposal unless specified in the proposal.

3. The proposal must specify the complete cost of the project.

4. Include any and all options regarding trade-in programs, allowances, equipment salvage value, and promotional upgrades with the proposal.

Minimum Hardware Requirements

IBM System i™ Model 525 Express Configuration 2 for 150 concurrent users
2GB Main Storage
6 - 70.56GB 15k rpm Disk Units
Gigabit Ethernet Adapter
DVD-ROM Drive
IBM TS2340 Ultrium LTO4 Tape Drive
IOP/IOA for Ultrium-4 Tape Drive
ECS Modem
Hardware Management Console
Uninterruptible Power Supply
Remove IOP/IOA that connects the IBM 3580-001 tape drive and IBM 7208-342 tape drive to the 9406-820 and attach these devices to the new system.
All components are to be enclosed in a 1.8 meter rack with trim kit.

Include one year warranty for all new equipment and one year of maintenance for the two existing tape drives.

Minimum Software Requirements

Operating system V5R4 (or the latest IBM-certified stable release)
Query
DB2 Query Manager and SQL DevKit
ILE RPG IV Compiler
Client Access – 10 user licenses
Include one (1) year 24x7 Software Maintenance, P10 Processor Group

Services and Installation Requirements for Hardware/Software

Installation and configuration of all equipment will be conducted on-site at 14700 Ravinia Avenue, Orland Park, Illinois, 60462. Installation schedule to be determined upon award of contract.

1. System i™ Configuration
   a. Establish and submit a detailed system migration/implementation plan, including development of detailed schedule for completion.
   b. Establish and submit application migration/implementation plan.
   c. Establish and submit testing, verification and certification plan.
   d. Establish and submit a review of current AS/400 system for applications and data migration.
   e. Establish and submit a file listing of migration data for migration verification.

2. System i™ Preparation for Migration
   a. Install new System i™ approved location
   b. Install, configure and test system software
   c. Install, configure and test Tape Drives

3. Migrate Applications and Associated Files to New System
   a. Run systems assurance to verify System i™ configuration is correct and ready for migration.
   b. Establish and submit verification report for verification of application and data file migration.
   c. Migrate all applications.
   d. Provide results of successful verification testing.
   e. Provide access to the IT department personnel for certification of migrated systems and functionality report.
   f. Upon completion of certification on all migrated systems, schedule live rollover to new system.

4. Rollover to New System
   a. Report any anomalies or errors.
   b. Resolve all issues and provide verification and certification of successful migration and rollover.
   c. Connect all existing communication lines, tape controllers, modems, and network connections.
   d. Final system rollover is to take place on the weekend during non-working hours.

5. Training and Knowledge Transfer
   a. Provide documentation and training on use of new System i™ functionality and features to the IT staff.
   b. Provide documentation and training on the use of the of new tape drive.
   c. Provide complete set of successful configuration and system setup documentation.
   d. Provide complete set of successful migration testing verification reports.
   e. Provide complete set of successful application and data verification reports.
   f. Provide 2 complete backup sets of verified configuration and migrated system.

The form of proposal included with this RFP in Section II must be completed in full and signed by an officer with authority to execute contracts. All documents in Section II must be completed and submitted with the proposal.

Qualifications

To be considered for this engagement, your firm must be a "Certified IBM iSeries Business Partner" to meet the qualifications and satisfy the requirements set forth in this RFP.

Describe the experience of the firm and your involvement in projects of similar size and scope. Include the names of at least three (3) references and provide address and telephone information for each reference. The vendors grant the Village permission to contact said references and ask questions regarding prior work performance.

Operating history - Provide background information on your firm, including, but not limited to, the age of the business, the number of employees and pertinent financial data that will permit the Village to determine the capability of the vendor to meet all contractual requirements.

Qualifications - List the abilities, qualifications, licenses and experience of the persons who would be assigned to the engagement and their experience on similar contracts.

The contract, if awarded, may not be transferred or assigned by the Proposer.

GENERAL PROVISIONS

Contract

The successful proposer will be required to enter into a standard form goods and services contract, subject to modifications (see Section III), with the Village of Orland Park and to submit all necessary insurance certificates within ten (10) business days of receiving notice that it has been awarded the contract (hereinafter referred to as the "Contract"). The contract(s) will be modified to incorporate the terms of this RFP and any pertinent documents included with the selected contractors accepted and approved proposal. The Village reserves the right to terminate the relationship with the successful proposer if the required documents are not submitted to and approved by the Village within ten (10) business days of receiving notice of the award of the contract. **The proposer shall also include a copy of their standard contract terms and conditions for review of the Village with the RFP or they will not be considered or utilized in the contract process.**

Should the Contractor neglect, refuse, or fail to complete the work under the contract in accordance with the Village's Requirements, the Contractor may be liable for consequential damages resulting directly from their negligent acts.

Proposal Price

The submitted proposal price shall include all permits, insurance, goods/materials/equipment, plant facilities, work and expense necessary to perform the work in accordance with the Specifications included in this request for proposal. The submitted proposal price shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt.

Incurred Costs

The Village of Orland Park will not be liable in any way for any costs incurred by the respondents in replying to this RFP.

Confidentiality

After award of the contract, all responses, documents, and materials submitted by the proposer pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Village Manager. All data, documentation and innovations developed as a result of these contractual services shall become the property of the Village of Orland Park. Based upon the public nature of these RFP's, a proposer must inform the Village, in writing, of the exact materials in the offer

which it claims are exempt from disclosure pursuant to the Illinois Freedom of Information Act.

Assignment

Successful proposer shall not assign the work of this Project without the prior written approval of the Village.

Compliance with Laws

The proposer shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and Village governments, which may in any manner affect the preparation of proposals or the performance of the Contract.

Proposer shall make all necessary applications for a federal employer identification number, state sales tax number and a payroll tax number; and file all tax returns as required by law.

Proposer hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed.

Insurance Requirements

Proposer shall produce and maintain for the term of the contract, and any renewals or extensions thereof, the various insurance coverage requirements as stated on the enclosed Insurance Requirements Certification. Proposing proposers are required to sign said Insurance Requirements Certification as part of their proposal; by signing said Certification, Proposer is confirming its knowledge and acceptance of all Village of Orland Park insurance requirements.

Certified copies of policies evidencing required insurance coverage and all certificates of insurance in connection therewith shall be furnished to the Village at its request prior to operating the concession facility. All such policies shall name the Village as an additional insured and shall provide that the policy may not be terminated or canceled without at least thirty (30) days advance written notice to the Village, or, except upon prior written approval of the Village, materially changed.

Indemnification

The Proposer shall indemnify and hold the Village, its trustees, officers, agents and employees harmless from all liability, claims, liens, losses, or causes of action for property damage, personal injury or death, or other damages, judgments, costs, damages and expenses of whatsoever kind including reasonable attorneys' fees and costs, which may in any way be suffered by the Village or any of its trustees, officers, agents or employees, or which may accrue against or be charged to or recovered from the Village or its trustees, officers, agents or employees by reasons of or in consequence of the Concession granted, as aforesaid, or which arise out of or are founded upon the activities or operations of Proposer; or for on account of any act or omission by Proposer or by any employee, agent, or representative of Proposer's in or about the concession. Proposer shall defend all such claims in the name of the Village and shall pay for all reasonable attorney's fees and expenses of the Village incurred as a result thereof.

PROPOSAL SUBMISSION REQUIREMENTS

Proposer must submit three (3) complete, sealed, signed and attested copies of the proposal, and one (1) complete, identical, unbound copy of the proposal and shall have provided all requested information, and submitted all appropriate forms, narratives, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive. The bound copies shall be the forms with the original signatures and the unbound copy may be a photocopy.

Once submitted, no proposal may be withdrawn without the Village's consent, but it may be superseded by a subsequent timely proposal. Any proposal received after the time and date specified for opening, or any postponement thereof, will not be considered.

Each proposer is responsible for reading the RFP documents and determining that the Specifications describe the work to be performed in sufficient detail. Failure of a proposer to do so shall not relieve the proposer of any obligation with respect to said proposal. After proposals have been opened, no proposer shall assert that there was a misunderstanding concerning the nature of the work to be done and no such claim shall relieve a proposer from its obligation to perform. All proposals must be made only on the forms provided by the Village and must be made in accordance with this Request for Proposal all of which are on file and may be obtained for examination in the Village of Orland Park Clerk's Office 14700 S. Ravinia Ave. Orland Park, IL 60462 and are made part of this notice as though fully set forth herein.

Certifications

All certifications and forms in Section II must be completed and submitted with the proposal.

Narratives

All Narratives described on page 7 MUST be included with the proposal.

Insurance

Contractor shall purchase and maintain, at all times during the performance of the work under this Contract, insurance coverage, including Worker's Compensation, Automobile Liability, Comprehensive General Liability and Excess Liability, in the amounts set forth in the Village's Insurance Requirements attached in Section II. Proposers must sign and submit with the proposal, the Insurance Requirements page, as recognition of the insurance coverages and amounts (hereinafter referred to as "coverage(s)") that will be required to be in place before the commencement of any work by the successful proposer.

Please submit with the proposal, a current policy Specimen Certificate of Insurance showing the insurance coverages the proposer currently has in force.

Execution of the Contract by the Village will be contingent upon provision of the required insurance certificates to be provided by the contractor, sub-contractor and installers. A "Notice to Proceed" will not be issued and work may not commence until the required Certificates of Insurance are submitted to the Village.

EVALUATION OF PROPOSALS

The Village of Orland Park will evaluate proposals based on prices, vendor's qualifications, vendor's references, and additional factors deemed relevant. The Village of Orland Park retains the right to refuse any and all proposals.

Negotiations

The Village of Orland Park reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The Village may require the entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental, and other submissions provided by the vendor during discussions or negotiations will be held by the Village of Orland Park as contractually binding on the successful vendor.

Award

Award of the contract is subject to Village of Orland Park Board approval. The Village award will be made within sixty (60) days after the date of the proposal opening, or any mutually agreed extension thereof.

PROPOSAL SUBMITTAL CHECKLIST

In order to be responsive, the proposer must submit all of the following items:

- Sealed Proposal Envelope - **Addressed to the Village of Orland Park, Village Clerk's Office**, 14700 S. Ravinia Ave., Orland Park, Illinois 60462 and labeled: **Village of Orland Park – IBM System i™ 525 and Migration Services- RFP**, in the lower left hand corner.
- Proposal - Proposer must submit **three (3) complete, signed, sealed and attested bound copies of the proposal and one (1) complete, identical, unbound copy of the proposal** and shall have provided all requested information, and submitted all appropriate forms, certificates and affidavits and addendum acknowledgements <u>in each copy</u> in order to be considered responsive. The bound copies shall have forms with original signatures and the unbound copy may contain photocopies.
- Information and narratives as requested in the **Requirements of Proposal** section of the RFP, including a sample contract from your company if you intend to submit one for the Village's consideration.

- All forms completed from Section II:

  - Proposal Summary Sheet
  - Business Organization
  - Certificate of Eligibility to Enter into Public Contracts
  - Sexual Harassment Policy
  - Equal Employment Opportunity
  - Tax Certification
  - References
  - Insurance Requirements

II - REQUIRED PROPOSAL SUBMISSION DOCUMENTS
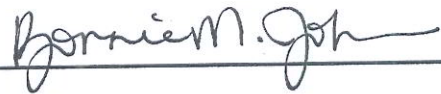
PROPOSAL SUMMARY SHEET

IBM System i™ 525 and Migration Services
Project Name

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below.

Organization Name: Sirius Computer Solutions, Inc.

Street Address: 613 NW Loop 410, Suite 1000

City, State, Zip: San Antonio, TX 78216

Contact Name: Bonnie M. Johnson

Phone: 210-369-8000   Fax: 866-313-0960

E-Mail address: bonnie.johnson@siriuscom.com

FEIN#: 74-2836721

Description	Total Cost
Hardware	$ 70,179.37
Software	$ 500.73
Migration Services	$ 7,000.00
Grand Total Proposal Cost	$ 77,680.10

Signature of Authorized Signee: _Bonnie M. Joh_

Title: Senior Vice President of Sales Operations

Date: 18 Oct 2007

ACCEPTANCE: This proposal is valid for 60 calendar days from the date of submittal. (Note: At least 60 days should be allowed for evaluation and approval)

BUSINESS ORGANIZATION:

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

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

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

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

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

Sirius Computer Solutions, Inc.   (Corporate Seal)
Business Name

_Bonnie M. Joh_____   Bonnie M. Johnson
Signature   Print or type name

Senior Vice President of Sales Operations   18 Oct 2007
Title   Date

CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS

IMPORTANT: **THIS CERTIFICATION MUST BE EXECUTED.**
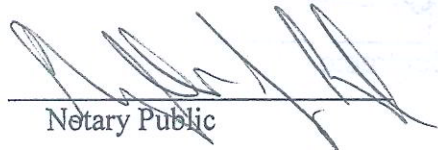
I, Bonnie M. Johnson , being first duly sworn certify and say that I am Senior Vice President of Sales Operations

(insert "sole owner," "partner," "president," or other proper title)

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

Bonnie M. Jol
Signature of Person Making Certification

Subscribed and Sworn To
Before Me This _18th_ Day
of _Oct_ , 2007.

Notary Public

PHYLLIS J. BYRD
MY COMMISSION EXPIRES
February 21, 2010
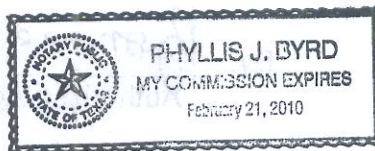
SEXUAL HARASSMENT POLICY

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

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

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

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

Bonnie M. Johnson_____, having submitted a proposal for
Sirius Computer Solutions, Inc._ (Name of Contractor) for
IBM Hardware and Services_____ (General Description of Work Proposed on) to the Village of Orland Park, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: _____
Authorized Agent of Contractor

Subscribed and sworn to before
me this _18th_ day of _Oct_____, 2007

_____
Notary Public

PHYLLIS J. BYRD
MY COMMISSION EXPIRES
February 21, 2010
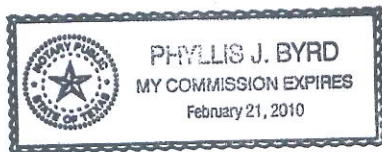
EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this Agreement, the Contractor agrees:

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

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

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

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

E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.
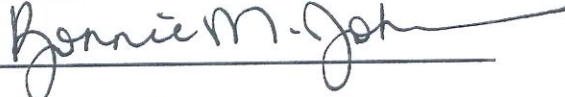
F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

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

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

ACKNOWLEDGED AND AGREED TO:

BY: Sirius Computer Solutions, Inc.

ATTEST: _Bonnie M. Joh_

DATE: 18 Oct 2007

TAX CERTIFICATION

I, Bonnie M. Johnson_____, having been first duly sworn depose and state as follows:

I, Bonnie M. Johnson_____, am the duly authorized

agent for Sirius Computer Solutions, Inc._____, which has

submitted a proposal to the Village of Orland Park for

IBM i525 and Migration Services_____ and I hereby certify
                                    (Name of Project)

that Sirius Computer Solutions, Inc._____ is not

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

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

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

By: _Bonnie M. Jo_____

Title: Senior Vice President of Sales Operations

Subscribed and Sworn to
Before me this _18th_
Day of ___Oct___, 200 7

PHYLLIS J. BYRD
NOTARY PUBLIC
STATE OF TEXAS
MY COMMISSION EXPIRES
February 21, 2010
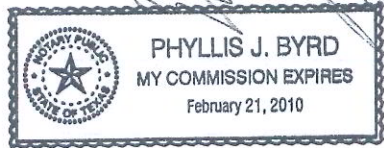
REFERENCES

(Please Print or Type)

ORGANIZATION   Pierce & Associates

ADDRESS   1 N. Dearborn

CITY, STATE, ZIP   Chicago, IL 60602

PHONE NUMBER   312-735-3344

CONTACT PERSON   John Major

DATE OF PROJECT   04/30/07 (i525)

ORGANIZATION   City of Chicago

ADDRESS   33 N. Lasalle Street Suite 200

CITY, STATE, ZIP   Chicago, IL 60602

PHONE NUMBER   312-742-0323

CONTACT PERSON   John LaMarre

DATE OF PROJECT   10/25/06 (i525)

ORGANIZATION   Follett Higher Education

ADDRESS   2211 West Street
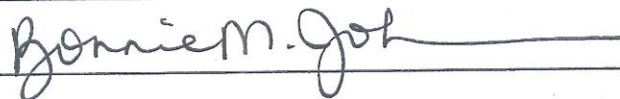
CITY, STATE, ZIP   River Grove, IL 60171

PHONE NUMBER   708-437-2097

CONTACT PERSON   Don Johnson

DATE OF PROJECT   12/22/06 (i570)

Proposer's Name & Title: Bonnie M. Johnson/Sr. VP of Sales Operations

Signature and Date: _Bonnie M. Joh_

INSURANCE REQUIREMENTS

WORKERS COMPENSATION & EMPLOYER LIABILITY
$500,000 – Each Accident $500,000 – Policy Limit
$500,000 – Each Employee
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY
$1,000,000 – Combined Single Limit

GENERAL LIABILITY (Occurrence basis)
$1,000,000 – Each Occurrence $2,000,000 – General Aggregate Limit
$1,000,000 – Personal & Advertising Injury
$2,000,000 – Products/Completed Operations Aggregate
Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)
$2,000,000 – Each Occurrence
$2,000,000 – Aggregate
EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation
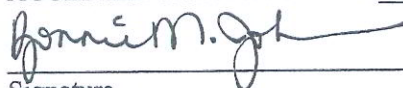
PROFESSIONAL LIABILITY
$1,000,000 Limit -Claims Made Form, Indicate Retroactive Date & Deductible

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

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

ACCEPTED & AGREED THIS 18th DAY OF Oct_____, 200 7

Signature
Bonnie M. Johnson
Printed Name & Title
Sr. VP of Sales Operations

Authorized to execute agreements for:
Sirius Computer Solutions, Inc.
Name of Company

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

OP ID JW SIRIU-1   DATE (MM/DD/YYYY) 12/06/07

PRODUCER

Brown & Brown Ins Svcs. of S.A
334 North Park Dr
San Antonio TX 78216
Phone: 210-494-3102   Fax: 210-490-4677

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Ins Co (HAR)	29424
INSURER B: Hartford Fire Insurance Co (HAR	19682
INSURER C: Hartford Underwriters Ins. Co.	30104
INSURER D:	
INSURER E:	

INSURED

Sirius Computer Solutions, Inc
Sirius Enterprise Systems
Group LLC
613 NW Loop 410, Suite 1000
San Antonio TX 78216

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY	65UUNIY1047	04/01/07	04/01/08	EACH OCCURRENCE	$ 1000000
		CLAIMS MADE [X] OCCUR				DAMAGE TO RENTED PREMISES (Ea occurence)	$ 1000000
						MED EXP (Any one person)	$ 10000
A		X Emp Benefits	65UUNIY1047	04/01/07	04/01/08	PERSONAL & ADV INJURY	$ 1000000
B		X E&O 250000 ded	00TE023017407	04/01/07	04/01/08	GENERAL AGGREGATE	$ 2000000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 2000000
		POLICY [X] PRO-JECT [ ] LOC				E & O	3000000
B		**AUTOMOBILE LIABILITY** ANY AUTO	65UUNIY1047	04/01/07	04/01/08	COMBINED SINGLE LIMIT (Ea accident)	$ 1000000
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		X HIRED AUTOS				BODILY INJURY (Per accident)	$
		X NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN EA ACC	$
						AUTO ONLY: AGG	$
A		**EXCESS/UMBRELLA LIABILITY** X OCCUR [ ] CLAIMS MADE	65RHUIY1085	04/01/07	04/01/08	EACH OCCURRENCE	$ 5000000
						AGGREGATE	$ 5000000
		DEDUCTIBLE					$
		X RETENTION $10000					$
C		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**	65WERT2008	04/01/07	04/01/08	X WC STATU-TORY LIMITS / OTHER E.L. EACH ACCIDENT	$ 1000000
C		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	65WBRT2207-HI	04/01/07	04/01/08	E.L. DISEASE - EA EMPLOYEE	$ 1000000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT	$ 1000000
A		**OTHER** Property Section	65UUNIY1047	04/01/07	04/01/08	BlK BPP Ded	$9,252,400. 5000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

All Project with the Village of Orland Park   Village of Orland Park, and
their respective officers, trustees, directors, employees and agents named
as additional insured as respects to general liability as required by
written contract.   General liability is primary and non-contributory. Waiver
of subrogation in favor of Village of Orland Park, and their respective

CERTIFICATE HOLDER

VILLAG1

Village of Orland Park
Attn: Denise Domalewski
Contract Administrator
14700 South Ravinia Avenue
Orland Park IL 60462

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)   © ACORD CORPORATION 1

IMPORTANT

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

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

DISCLAIMER

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

Employee Dishonesty - $1,000,000. Limit Deductible - $10,000.
Computer Fraud - $1,000,000. Limit Deductible - $10,000.

officers, trustees, directors, employees and agents as respects to general
liability and workers compensation as required by written contract.   30
day notice of cancellation subject to 10 day for non-payment of premium.
Prof Liability - Retroactive Date is 9/1/97 and deductible is $250,000.

III – ADDITIONAL INFORMATION

SYSTEM TYPE / MODEL / FEATURE CODE / SERIAL NUMBER / RELEASE : 9406 / 820 / 249C / 10-5X0AM / V5R1M0 (1)

DESCRIPTION	TYPE-MODEL	SERIAL NUMBER	FRAME ID POS.	DEVICE POS.	CARD POS.	RESOURCE NAME	PART NUMBER	LOGICAL ADDRESS
SYSTEM	9406-820	10-5X0AM						1/ -/ -/ -/
SYSTEM UNIT	9406-820	10-5X0AM	1			CEC01		2/ -/ -/ -/
SYSTEM BUS	282D	08-1310003	1			CEC01		
SYSTEM BUS	282D	08-1310003	1			LB01	21P6405	2/ 1/ -/ -/
BACKPLANE	283F-	38-1294231	1	DB1		LB02	04N2472	2/ 1/ 0/ -/
DISK UNIT	6717-074	68-0CC36F4	1	D01		DD002	07N3195	2/ 16-2/ 0/ 8/
DISK UNIT	6717-074	68-0CAAD0B	1	D02		DD006	07N3195	2/ 16-2/ 0/ 1/
DISK UNIT	6717-074	68-0CA65E4	1	D03		DD005	07N3195	2/ 16-2/ 0/ 2/
DISK UNIT	6717-074	68-0CA6E74	1	D04		DD004	07N3195	2/ 16-2/ 0/ 3/
DISK UNIT	6717-074	68-0CA99E3	1	D05		DD003	07N3195	2/ 16-2/ 0/ 4/
DISK UNIT	6717-070	68-0CA8DA0	1	D06		DD001	07N3195	2/ 16-2/ 0/ 0/
DISK UNIT	6717-070	68-0CA8DA0	1	D07		DD010	07N3195	2/ 16-2/ 0/ 15/
DISK UNIT	6717-070	39-2060176	1	D08		DD008	07N3195	2/ 16-2/ 0/ 14/
BACKPLANE	283F-	02-11F1D	1	DB2		DD007	04N2472	2/ 16-2/ 1/ -/
DISK UNIT	6718-074	21-0B6F9	1	D09		DD009	07N3195	2/ 16-2/ 1/ 4/
DISK UNIT	6718-074	02-80AFB	1	D10		DD008	07N3195	2/ 16-2/ 1/ 3/
DISK UNIT	6718-074	21-0BD43	1	D13		DD009	07N3195	2/ 16-2/ 1/ 4/
DISK UNIT	6718-074	00-00000	1					2/ 16-2/ 2/ 0/
BACKPLANE	283F-	08-1310003	1	D02		DB2		2/ 16-2/ 1/ 0/
OPTICAL STORAGE UNIT	6321-002	08-1310003	1	D07		OPT01	0000097H7796	1/ 0/ -/ -/
ACTIVE BACKPLANE	282D-001	00-00000	1	MB1		BP01	21P6405	2/ -/ -/ -/
SERVICE PROCESSOR	282D	08-1310003	1	MB1		SP01	21P6405	2/ -/ -/ -/
HSL I/O BRIDGE	282D	08-1310003	1	MB1		BC01	21P6405	1/ 0/ -/ -/
MULTI-ADAPTER BRIDGE	282D	00-0000000	1	MB1		PCT101D	21P6405	31-
MULTI-ADAPTER BRIDGE	282D	08-1310003	1	MB1		PCT101D	21P6405	31-
BUS EXPANSION ADAPTER	284C-001	08-1310003	1	MB1		BCC02	21P6405	16-
BUS EXPANSION ADAPTER	2749-001	00-0000000	1	MB1		PCT02D		16-
MULTIPLE FUNCTION IOA	2838-001	10-1247098	1	C01		CHN01	0000021H5460	20-1/ 14/ 6/
MULTIPLE FUNCTION IOA	2838-001	10-1263511	1	C02		CMN03	0000021H5460	20-1/ 14/ 6/
COMBINED FUNCTION IOP	605A-001	10-1263511	1	C02		CHN01	0000021H5460	20-1/ 14/ 6/
COMBINED FUNCTION IOP	2843-001	00-1263511	1	C03		CMB02	0000004N5095	20-
COMMUNICATIONS CHANNEL	2749-001	10-1032648	1	C04		DC02	0000004N2296	20-2/ 7/
COMMUNICATIONS IOA	2843-001	10-1317022	1	C05		DC01	0000021P3735	20-2/ 3/
COMMUNICATIONS PORT	2749-001	10-1302254	1	C06		CMN01	0000021P4151	16-1/ 14/ 1/
MULTIPLE FUNCTION IOA	2778-001	10-1302254	1	C06		LIN01	0000021P4151	16-1/ 14/ 1/
MULTIPLE FUNCTION IOA	2778-001	10-1318542	1	C06		LIN02	0000021P4151	16-1/ 14/ 1/
COMMUNICATIONS IOA	2771-001	10-1318542	1	C07		LIN05		16-1/ 14/ 0/
COMMUNICATIONS PORT	2771-001	10-1318542	1	C08		CMN02	0000021H5489	16-1/ 14/ 5/
COMMUNICATIONS PORT	2771-001	10-1306041	1	C08		CMN07	0000021H5489	16-1/ 14/ 5/
COMMUNICATIONS IOA	2745-001	10-1306041	1	C08		LIN05	0000021H5489	16-1/ 14/ 5/
COMMUNICATIONS PORT	2745-001	10-1306041	1	C08		CMN08	0000021H5489	16-1/ 14/ 4/
COMMUNICATIONS PORT	2745-001	10-1306041	1	C09		LIN04	0000021H5489	16-1/ 14/ 4/
COMMUNICATIONS IOA	2745-001	10-1306053	1	C09		CMN05	0000021H5489	16-1/ 14/ 4/
COMMUNICATIONS PORT	2745-001	10-1306053	1	C09		CMN06	0000021H5489	16-1/ 14/ 4/
COMMUNICATIONS PORT	2745-001	10-1306053	1	C10		CMN04	0000023L4288	16-1/ 14/ 1/
COMMUNICATIONS IOA	2745-001	10-1306053	1	C10		LIN03	0000023L4288	16-1/ 14/ 2/
COMMUNICATIONS PORT	2744-001	10-1329023	1	C10		CMN04	0000023L4288	16-2/ 14/ 2/
WORKSTATION IOA	2746-001	10-1329023	1	C11		LIN03	0000023L4288	16-1/ 14/ 0/
COMMUNICATIONS CHANNEL	605A-001	10-1329023	1	C12		CTL01	0000021H5497	16-3/ 14/ 1/
COMMUNICATIONS IOA	2744-001	10-1329023	1	C10		CHN02	0000004N5095	16-
COMMUNICATIONS PORT	2744-001	10-1303346	1	C10		LIN03	0000004N5345	16-
SYSTEM PROCESSOR	2843-001	10-1249216	1	C12		CMB03	0000004N5345	LOCATION =>
COMBINED FUNCTION IOP	2746-001	68-1299007	1	M03		MP01	0000004N5345	1/256/
COMBINED FUNCTION IOP	25BC	68-1299007	1	M03		BCC03	0000090H9359	LOCATION =>
LOCAL HSL NIC	25BC	68-1299007	1	M03		SB01	0000090H9359	LOCATION =>
HSL LOOP	25BC-000	18-1304100	1	M03A		MS02		
MAIN STORAGE	3004-000	18-1304041	1	M03B		MS01	24L1750	32
MAIN STORAGE	3004-000	32-1013048	1	NB1		PN01	24L1750	32
CONTROL PANEL	247F	00-00388	1	NB1		PN01	24L1750	
PROCESSOR CAPACITY	2435-001	00-00388	1	N02A		PV02	0000021P4446	33

32

SYSTEM TYPE / MODEL / FEATURE CODE / SERIAL NUMBER / RELEASE : 9406 / 820 / 249C / 10-5X0AM / V5R1M0 (1)

DESCRIPTION	TYPE-MODEL	SERIAL NUMBER	— — LOCATION — — FRAME ID POS.	DEVICE POS.	CARD POS.	RESOURCE NAME	PART NUMBER	LOGICAL ADDRESS
INTERACTIVE CARD	1522-001	00-01279	1		N02B	PV01	0000004N2623	2/ 1/0/ 20-2/ 7/ 0/ 7/ 0/ /
TAPE UNIT	3580-001	00-1063842				TAP01		2/ 1/0/ 16-2/ 3/ 0/ 7/ 0/ /
TAPE UNIT	7208-342	00-0212418				TAP04		2/ 1/0/ 16-2/ 3/ 0/ 8/ 0/ /
TAPE UNIT	7208-342	00-0201898				TAP02		

- - - LEGEND - - - - -

SPECIAL CHARACTER INDICATORS:
* - LOAD SOURCE DISK UNIT
% - POTENTIAL ALTERNATE IPL UNIT
= - MOST RECENTLY USED ALTERNATE IPL UNIT
& - ITEM IS NOT AN IBM PRODUCT (OEM)
< - WORK STATION CONSOLE IOP
? - NON-REPORTING RESOURCE

NOTE: THESE SPECIAL CHARACTER INDICATORS APPEAR NEXT TO THE TYPE-MODEL OF THE RESOURCE FOR WHICH THEY APPLY TO.

OPERATING SYSTEM INDICATOR:
(1) - OS/400
(2) - SSP

NOTE: THIS OPERATING SYSTEM INDICATOR APPEARS NEXT TO THE RELEASE INFORMATION.

LOGICAL ADDRESS FORMAT = A/B/C/D-E/F/G/H/I/J

A = TRANSPORT TYPE
VALUE
1 = SPD BUS
2 = PCI BUS

E = UNIT ADDRESS TYPE
VALUE
0 = RESERVED
1 = COMMUNICATIONS
2 = STORAGE
3 = WORK STATION
4 = AUXILIARY PROCESSOR
5 = LIBRARY
6 = CRYPTOGRAPHY

TRANSPORT INFORMATION (B/C/D)
SYSTEM BUS/SYSTEM BOARD/SYSTEM CARD
SYSTEM BUS/SYSTEM BOARD/SYSTEM CARD

UNIT ADDRESS FIELDS (F/G/H/I/J)

RESERVED/I/O BUS/ADAPTER/PORT/CHANNEL
I/O ADAPTER/I/O BUS/CONTROLLER/DEVICE
RESERVED/I/O BUS/ADAPTER/PORT/DEVICE/SESSION
RESERVED/I/O BUS/AUXPROCESSOR/ADAPTER/PORT
I/O ADAPTER/I/O BUS/LIBRARY/CONTROLLER/DEVICE
RESERVED/I/O BUS/ADAPTER/DEVICE

NOTE: MAIN STORAGE AND PROCESSOR CARDS DISPLAY THE LOGICAL ADDRESS AS:

LOCATION =>   XXXX

WHERE XXXX IS A NUMERIC VALUE INDICATING THE LOGICAL LOCATION OF THE CARD.

****** END OF DUMP ******

34

Proposed Hardware - Server

Product	Description	Qty	Extended Purchase	Extended Maint	Term
9406-525	Server 1:9406 Model 525	1	N/C	50.00	Mth
0041	Device Parity Protection-All	1	N/C		
0290	Ext Tape Attached via #5736	1	N/C		
0347	RAID Hot Spare Specify	1	N/C		
0533	V5R4 OS, V5R4M5 Machine Code	1	N/C		
0551	iSeries Rack	1	2,668.00		
0835	#4327 Load Source Specify	1	N/C		
0909	1/2W Serv Feat 525 1x8330	1	N/C	66.00	Mth
1025	Modem Cable - US/Canada	1	N/C		
1482	3.5m HSL-2 Cable	2	1,100.00		
1827	Serial-UPS Conversion Cable	1	95.00		
2640	DVD-ROM	1	207.00		
2844	PCI IOP	1	2,100.00		
2888	HSL-2/RIO-G Ports - 2 Copper	1	475.00		
2924	English	1	N/C		
4400	1GB DDR2 Main Storage	2	1,100.00		
5000	Software Preload Required	1	N/C		
5550	Sys Console On HMC	1	N/C		
5571	5727 Cache + 6 70GB Disk Pkg	1	4,499.00		
5706	PCI-X 1Gbps Ethernet-TX IOA	1	999.00		
5736	PCI-X Disk/Tape Ctlr w/IOP	1	587.00		
5790	PCI Expansion Drawer	1	5,000.00	90.00	Mth
6006	SPCN Power Cable - 3m	1	40.00		
6008	SPCN Power Cable - 6m	1	50.00		
6246	1.8m Rack Trim Kit	1	132.00		
6458	14-Ft Int 250V/10A Pwr Cd	1	N/C		
6459	12-Ft 250V/10A RA Pwr Cd	2	N/C		
6574	4-Disk Slot Exp - Base Ctlr	1	244.00	64.00	Mth
6654	14-Ft 1PH/24-30A Pwr Cord	1	200.00		
7182	Rack Mount	1	N/C		
7188	Power Distribution Unit	1	1,000.00		
7307	Dual I/O Unit Enclosure	1	417.00		
7791	Express Configuration #2	1	59,900.00	50.00	Mth
8330	1.9GHz Proc 0/2-Way	1	N/C		
8410	Base Proc Activation	1	N/C		
9531	Base HSL-2 Bus Adapter	1	N/C		
9793	Base PCI 2-Line WAN w/Modem	1	N/C		
9844	Base PCI IOP	1	N/C		
	Serial: 000000000	Total	USD 80,813.00	USD 320.00	Mth
3580-L43	TS2340 Tape Drive Express	1	5,170.00	939.00	Ann
5610	10m VHDCI/HD68 SCSI Cable	1	176.00		
7003	19-inch Rack Mount Kit	1	141.00		
8002	Ultrium Cleaning Cartridge L	1	65.00		
8405	Ultrium 4 Data Cartridges (5	1	514.00		
9400	Attached to i5/OS or OS/400	1	N/C		
9800	2.8m Power Cord, 125V 15A, U	1	N/C		
	Serial: 000000000	Total	USD 6,066.00	USD 939.00	Ann

Proposed Hardware - Server

Product	Description	Qty	Extended Purchase	Extended Maint	Term
9910-P33	Peripheral 1:9910-P33 (2700-5125 3kVA EXT 208-240V(HV) 5	1	1,700.00		
2916	120V Convenience PDU (NEMA o rack PDU),P65)	1	290.00		
2936	X-Slot Relay Card (i5/iSerie	1	153.00		
2975	UPS Input (Mains) Power Cord L6-30P (Type 12) 6ft	1	130.00		
6630	Rail Kit for P33,6607,P30,66 racks)	1	150.00		
9012	Rack Factory Install Indicat with iSeries servers)	1	N/C		
9830	Jumper/Power Cord Kit (vario plugs) for P30,P33,P65,6572	1	120.00		
	Serial: 000000000	Total	USD 2,543.00		
5372-IS5	iSeries HIPO	1	N/C		
0525	Model 525 Routing	1	N/C		
1000	Operating System/400 (5722-S	1	N/C		
1009	Query (5722-QU1)	1	N/C		
1011	DB2 Query (5722-ST1)	1	N/C		
1012	Client Access - Processor Ba	1	N/C		
1015	WebSphere Dev Studio (5722-W	1	N/C		
2924	English Primary Language U/L	1	N/C		
3545	Version 5 Release 4.5	1	N/C		
5000	Preload	1	N/C		
5050	Active Processor Quantity	1	N/C		
5052	i5/OS per User Mfg Key	150	N/C		
6010	Websphere Express V6.0 (5722	1	N/C		
6012	DB2 Web Query for System i (	1	N/C		
	Serial: 000000000	Total			

Proposed Software - Server

Product	Description	Qty	Extended Price	Term	Lic Type
5722-AC3	Cryptographic Access Provide iSeries	1	N/C		
0063	BOTC Crypto Access 128-bit	1	N/C		
2001	ePoE Registration	1	N/C		
5809	CD-ROM V5R1	1	N/C		
	Serial: 0000CV3X0	Total			
5722-CE3	iSeries Client Encryption 12	1	N/C		
0065	BOTC Client Encryption 128-b	1	N/C		
2001	ePoE Registration	1	N/C		
5809	CD-ROM V5R1	1	N/C		
	Serial: 0000CV3X1	Total			
5722-DR1	IBM Director for i5/OS V5.20	1	N/C		
1559	BOTC Director for i5/OS	1	N/C		
2935	Multilingual Language	1	N/C		
5809	CD-ROM	1	N/C		
	Serial: 000000000	Total			
5722-IWE	Application Server - Express	1	N/C		
1440	Upg from (5733-AS2/AS3)	1	N/C		
2935	Multilingual Language	1	N/C		
5899	CD-ROM Media	1	N/C		
	Serial: 0000CDD7M	Total			
5722-QU1	IBM Query for iSeries	1	N/C		
2020	P20 ePoE Registration	1	N/C		
2924	English U/L SBCS Primary	1	N/C		
5839	CD-ROM V5R4	1	N/C		
	Serial: 000000000	Total			
5722-QU1	IBM Query for iSeries	1	N/C		
0466	Upg P20 BOTC Query (from V4)	1	N/C		
2020	P20 ePoE Registration	1	N/C		
4980	SW Upgrade Key Registration	1	N/C		
5809	CD-ROM V5R1	1	N/C		
	Serial: 0000CV3X2	Total			
5722-SS1	i5/OS	1	N/C		
1550	Media Charge - Keyed Product	1	N/C		
1613	Zero Price per Processor OS/	1	N/C		
2001	ePoE Registration	1	N/C		
2924	English U/L SBCS Primary	1	N/C		
5839	CD-ROM i5/OS V5R4	1	N/C		
5845	V5R4M5 Machine Code - RS 545	1	N/C		

Proposed Software - Server

Product	Description	Qty	Extended Price	Term	Lic Type
6001	i5/OS per Proc Registration	1	N/C		
6130	i5/OS per User Registration	1	N/C		
7030	Setup and Operations CD V5R4	1	N/C		
8006	SW Install & Backup/Recovery	1	50.00	OTC	B
	Serial: 000000000	Total	USD 50.00	OTC	
5722-SS1	i5/OS	1	N/C		
0616	P20 Basic OTC OS/400 Zero Pr	1	N/C		
1925	PTF's applied when upgrading	1	N/C		
1951	V5R1 PTF Cumulative Support	1	N/C		
2001	ePoE Registration	1	N/C		
2924	English U/L SBCS Primary	1	N/C		
4999	SW Upg Key Registration OS/4	1	N/C		
5809	CD-ROM OS/400 V5R1	1	N/C		
5899	ePoE Customer Notice	1	N/C		
8136	OS/400 Backup and Recovery V	1	25.00	OTC	B
	Serial: 0000CV3X3	Total	USD 25.00	OTC	
5722-SSC	i5/OS per User Billing	1	N/C		
1603	OTC per 10 Base Users (525)	15	N/C		
	Serial: 000000000	Total			
5722-ST1	IBM DB2 Query Manager and SQ Kit for iSeries	1	N/C		
2020	P20 ePoE Registration	1	N/C		
2924	English U/L SBCS Primary	1	N/C		
5839	CD-ROM V5R4	1	N/C		
	Serial: 000000000	Total			
5722-ST1	IBM DB2 Query Manager and SQ Kit for iSeries	1	N/C		
0473	Upg P20 DB2 Query (from 5769	1	N/C		
2020	P20 ePoE Registration	1	N/C		
4979	SW Upgrade Key Registration	1	N/C		
5809	CD-ROM V5R1	1	N/C		
	Serial: 0000CV3X4	Total			
5722-WDS	IBM WebSphere Development St	1	N/C		
2020	P20 ePoE Registration	1	N/C		
2924	English U/L SBCS Primary	1	N/C		
5839	CD-ROM WebSphere Dev Studio	1	N/C		
	Serial: 000000000	Total			
5722-WDS	IBM WebSphere Development St	1	N/C		
0852	Upg P20 BOTC WebSph Dev (576	1	N/C		

Proposed Software - Server

Product	Description	Qty	Extended Price	Term	Lic Type
2020	P20 ePoE Registration	1	N/C		
4978	SW Upgrade Key Registration	1	N/C		
5809	CD-ROM WebSphere Dev Studio	1	N/C		
5903	CD-ROM WDS standard (V5.0) V	1	N/C		
	Serial: 0000CV3X5	Total			
5722-WE2	Web Enablement for i5/OS	1	N/C		
1536	BOTC Websphere Express V6.0	1	N/C		
2924	English U/L SBCS Primary	1	N/C		
5902	CD-ROM Websphere Express V6.	1	N/C		
	Serial: 000000000	Total			
5722-XW1	iSeries Access	1	N/C		
0763	P10 PB Registration	1	N/C		
2924	English U/L SBCS Primary	1	N/C		
5839	CD-ROM Processor Based V5R4	1	N/C		
	Serial: 000000000	Total			
5722-XW1	iSeries Access	1	N/C		
0768	OTC per User	10	2,750.00	OTC	B
0798	Upg OTC Per User (5769-XW1)	1	N/C		
2001	ePoE Registration - UB	1	N/C		
4976	SW Upgrade Key Registration	1	N/C		
5709	CD-ROM User Based V5R1	1	N/C		
	Serial: 0000CV3X8	Total	USD 2,750.00	OTC	
5733-AS3	IBM WebSphere Application Se Edition (128 bit)	1	N/C		
2441	Zero Priced OTC	1	N/C		
5819	CD-ROM Media (V3.5)	1	N/C		
9001	Basic Asset Registration	1	N/C		
	Serial: 0000A5BJ7	Total			
5733-NKY	Deactivate Software Key and	1	N/C		
2508	Query (5769/22-QU1)	1	N/C		
2509	WebSphere Dev Studio (5769/2	1	N/C		
2511	DB2 Query (5769/22-ST1)	1	N/C		
2924	English U/L SBCS Primary	1	N/C		
4001	SW Key 1st MT Digit V5	9	N/C		
4002	SW Key 2nd MT Digit V5	4	N/C		
4003	SW Key 3rd MT Digit V5	10	N/C		
4004	SW Key 4th MT Digit V5	6	N/C		
4005	SW Key 1st CPU Digit V5	1	N/C		
4006	SW Key 2nd CPU Digit V5	10	N/C		
4007	SW Key 3rd CPU Digit V5	5	N/C		

Proposed Software - Server

Product	Description	Qty	Extended Price	Term	Lic Type
4008	SW Key 4th CPU Digit V5	34	N/C		
4009	SW Key 5th CPU Digit V5	10	N/C		
4010	SW Key 6th CPU Digit V5	11	N/C		
4011	SW Key 7th CPU Digit V5	23	N/C		
5809	5733-ITL Info Letter	1	N/C		
	Serial: 000000000	Total			
5733-QU2	IBM Web Query for System i	1	N/C		
0046	P20 Upg OTC Web Query (from	1	N/C		
2924	English U/L SBCS Primary	1	N/C		
5839	Web Query Supply	1	N/C		
6345	Web Query User Entitlement	4	N/C		
	Serial: 000000000	Total			
5733-SPP	IBM Software Maintenance for Products, 1-Year Registratio	1	N/C		
2935	MultiLingual Language	1	N/C		
4910	P10 0Price Per Proc 1Yr Reg	1	N/C		
4912	P10 Registration/Renewal 24x	1	294.00	OTC	B
5829	Supply Media	1	N/C		
	Serial: 000000000	Total	USD 294.00	OTC	

Proposed Hardware – HMC

Product	Description	Qty	Extended Purchase	Extended Maint	Term
7042-CR4	HMC 1:7042-CR4 Rack-mounted	1	3,800.00	32.00	Mth
0962	Hardware Management Console Code v7	1	N/C		
5706	IBM 2-Port 10/100/1000 Base-PCI-X Adapter	1	944.00		
6458	Power Cable -- Drawer to IBM 250V/10A	1	18.00		
7801	Ethernet Cable, 6M, Hardware Console to System Unit	1	15.00		
9169	Factory Integration Specify	1	N/C		
9300	Language Group Specify - US	1	N/C		
	Serial: 000000000	Total	USD 4,777.00	USD 32.00	Mth
7316-TF3	IBM 7316-TF3 Rack-Mounted Fl Kit	1	3,000.00	24.00	Mth
8880	Space Saver 2 Keyboard, US E	1	150.00		
9169	Order Routing Indicator- Sys	1	N/C		
9300	Language Group Specify - US	1	N/C		
9911	Power Cord (4M) All (Standar	1	N/C		
	Serial: 000000000	Total	USD 3,150.00	USD 24.00	Mth

Hardware

Informational totals
Proposed configuration

97,349.00

Software

Informational totals
Proposed configuration

3,119.00

Overall System Order (Net Grand Totals)

OTC

100,468.00

Notes:
1) Informational totals are calculated based upon current list and/or reference price as of 09/13/2007 and does not reflect the prices actually paid by the customer.

2) The proposed hardware and software configuration data provided in this section has been obtained and compiled from the IBM Corporation and is intended for informational purposes only. The configuration data may not contain all the necessary components for a complete and functional system and should be reviewed for accuracy.

Sirius Response to
IBM System i525 and Migration Services RFP

Please find attached our Customer Agreement and Statement of Work.

Insurance Requirements:
We cannot comply with is the request for wording to be crossed out on the certificate of insurance. No carrier allows the cross out of "endeavor to" etc.

MISC:
The IBM Agreement for No Charge Removal of Qualified End User Machines Form:

Send it back to me within 30 days of when the 525 ships, along with a copy of the invoice, and I will submit to the trade-in desk.

Contact IBM to schedule pickup of the Replaced Machine no later than four months following the End User invoice or lease commencement date of the Replacement Machine by sending an e-mail to tradein@us.ibm.com. The Replaced Machine must be available for pickup by IBM's carrier when the End User contacts IBM to schedule pickup. IBM will not pay for shipping costs if any other means of return is used.

Ownership:

Shareholder	Ownership %
Thoma Cressy Bravo	60.71%
Havey Najim	24.05%

Configuration

IBM Squadron System#1
Hardware

Qty	Part Number	Description
1	9406-525	SYSTEM I 9406 MODEL 525
1	9406-525-0551	ISERIES RACK
1	9406-525-1827	SERIAL-UPS CONVERSION CABL
1	9406-525-2640	DVD-ROM
2	9406-525-2844	PCI IOP
1	9406-525-2888	HSL-2/RIO-G PORTS - 2 COPP
2	9406-525-4400	1GB DDR2 MAIN STORAGE
1	9406-525-5159	850 WATT POWER SUPPLY
1	9406-525-5571	5727 CACHE + 6 70GB DISK P
1	9406-525-5706	PCI-X 1GBPS ETHERNET-TX IOP
1	9406-525-5736	PCI-X DISK/TAPE CTLR W/IOP
1	9406-525-6246	1.8M RACK TRIM KIT
1	9406-525-6574	4-DISK SLOT EXP-BASE CTLR
2	9406-525-6654	14-FT 1PH/24-30A PWR CORD
1	9406-525-7188	POWER DIST UNIT-SIDE MOUNT
1	9406-525-7791	EXPRESS CONFIGURATION-2
1	3580-L43	TS2340 LTO SCSI TAPE DRIVE
1	3580-L43-5610	10M VHDCI/HD68 SCSI CABLE
1	3580-L43-7003	19-INCH RACK MOUNT KIT
1	3580-L43-8002	1-CLEANING CARTRIDGE
1	3580-L43-8405	ULTRIUM 4 DATA CARTRIDGES
1	9910-P33	POWERWARE 5125 3000VA
1	9910-P33-2916	POWERWARE 120V CONVENIENCE
1	9910-P33-2936	POWER. X-SLOT RELAY CARD/CABLE
1	9910-P33-2975	UPS INPUT PWR.CORD 30A(2.4M)
1	9910-P33-6630	RAIL KIT
1	9910-P33-9830	POWER.JUMP.CORD KIT(IEC PLG

IBM Squadron System#1 Software

Qty	Part Number	Description
1	5722-DR1	IBM DIR FOR I5/OS,V5.20
1	5722-QU1	QUERY FOR ISERIES
1	5722-SS1	OPERATING SYSTEM/400
1	5722-SSC	I5/OS LICENSING BY USER
1	5722-ST1	DB2 QUERY MANAGER & SQL DEV KIT
1	5722-WDS	WEBSPHERE DEV STUDIO ISERIES
1	5722-WE2	IBM WEB ENABLEMENT FOR I5/OS
1	5722-XW1	ISERIES CLINET ACCESS WIN FAMILY
1	5733-DR1	IBM DIRECTOR FOR I5/OS
1	5733-NKY	INACTIVATE SOFTWARE KEY
1	5733-QU2	IBM DB2 WEB QUERY FOR SYS I
1	5733-SPP	1 YR SWMA FOR ISERIES
1	5733-SPP-4912	P10 SWMA 1 YR 24X7

IBM Squadron System#2
Hardware

Qty	Part Number	Description
1	7042-CR4	HMC 1:7042-CR4 RACK-MOUNTED HARDW.MGMT.CONSOLE
1	7042-CR4-5706	2-PORT 10/100/1000 BASE-TX
1	7042-CR4-6458	POW CBL, DRAW 14-FT, 250V/
1	7042-CR4-7801	ETH CBL,6M,HMC CSL TO SYS
1	7316-TF3	FLAT PANEL CONSOLE KIT
1	7316-TF3-8880	USB TRAVEL KEYB.W/CBL,US ENG

.IBM Squadron System#2 Hardware Subtotal:

IBM Squadron System#2 Software

Qty	Part Number	Description
1	5771-RS1	MACHCONTRL REM SPT AGR HMC 1YR
1	5771-RS1-0612	MCPRS FOR HMC,1Y,1 PROC
1	5771-RS1-0614	MCPRS HMC,1Y,24X7,1 PROC