

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2012-0274

Innoprise Contract #: C12-0071

Year: 2012

Amount: \$25,719.57

Department: IT - Norm Johnson

Contract Type: Services

Contractors Name: CDW-Government, LLC

Contract Description: Unified Messaging Upgrade to Voicemail

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100

www.orland-park.il.us



VILLAGE HALL

TRUSTEES
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia A. Gira
Carole Griffin Ruzich

August 14, 2012

Ms. Tara Barbieri
Director, Program Sales
CDW Government, LLC
2 Corporate Drive, Suite 800
Shelton, CT 06484

RE: NOTICE TO PROCEED
Unified Messaging Upgrade

Dear Ms. Barbieri:

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 July 31, 2012.

Please contact Norm Johnson at 708-403-6210 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract/service and it will be faxed to your company. 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 July 24, 2012 in an amount not to exceed Twenty Five Thousand Seven Hundred Nineteen and 57/100 (\$25,719.57) Dollars. If you have any questions, please call me at 708-403-6173.

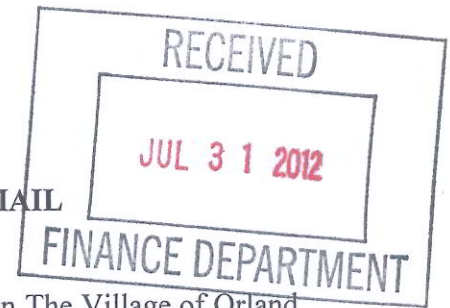
Sincerely,

Denise Domalewski
Contract Administrator

Encl:

CC: Norm Johnson
Philippe Stapp, CDW-G

**VILLAGE OF ORLAND PARK
UNIFIED MESSAGING UPGRADE TO VOICEMAIL
(Contract for Services)**



This Contract is made this **24th day of July, 2012** by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and CDW Government LLC (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.

This Contract

The Terms and Conditions

The Proposal/Statement of Work(s) dated May 1, 2012 and May 2, 2012 to the extent they do not conflict with this contract.

All Certifications required by the Village

Certificates of insurance

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

Provide services, hardware and software necessary to complete the Unified Messaging upgrade to VoiceMail

(hereinafter referred to as the "WORK") and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1et seq.) the following amount for performance of the described services:

Item Number/Description	Qty	Price	Contract *
2238856/AudiCodes Mediant 1000 MSBG	1	\$1,752.55	NP6
1682466/AudiCodes Mediant 1000 MSBG Spare Parts	1	\$2,431.40	NP6
2125006/AudiCodes M1KB SPARE AC PWR SUP	1	\$348.00	NP6
2407875/AudiCodes REMOTE IMPLEMENTATION SUP	1	\$986.53	NP6
2160325/AudiCodes Direct Vendor Support	1	\$319.95	NP6
2161419/AudiCodes Mediant 1000 Spare Part	1	\$423.64	NP6
1911296/AudiCodes Customer Tech Support	1	\$58.25	NP6
2125205/AudiCodes Customer Support Advance HDW Replacement	1	\$87.88	NP6
1996992/AudiCodes Customer Support Advance Hardware Replacement	1	\$116.52	NP6
1869532/AudiCodes Customer Support Advance Hardware Replacement	1	\$17.77	NP6
SOW Programming in CM	1	\$3,128.16	NP6
SOW Exchange 2010 Unified Messaging Implementation	1	\$7,400.00	NP6
1918296/ Microsoft Exchange 2010 User CAL	316	\$8,648.92	ILS
Total:		\$25,719.57	

- * NP6 – Pricing per National Intergovernmental Purchasing Alliance program
 ILS – Pricing per the State of Illinois Select Software Agreement with MicroSoft

TOTAL: An amount not to exceed Twenty Five Thousand Seven Hundred Twenty and No/100 (\$25,720.00) Dollars.

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 written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence upon receipt of a Notice to Proceed and continue expeditiously until final completion. This Contract shall terminate upon completion of the WORK or December 31, 2012, 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. Either PARTY, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from any third party lawsuits, actions, costs (including attorneys' fees) finally awarded by a court of competent jurisdiction or included as part of a final settlement, claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or tangible personal property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the

CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. ~~If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.~~ DD

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

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all applicable federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act 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 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 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 shall comply with all applicable 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 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 shall be considered received if it is delivered in person, sent by registered United States mail, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the VILLAGE:

Denise Domalewski
Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orland-park.il.us

To the CONTRACTOR:

Tara K. Barbieri
Director, Program Sales
CDW Government LLC
2 Corporate Drive, Suite 800
Shelton, CT 06484
e-mail: tarabar@cdwg.com

Philippe Stapp
Account Manager
Telephone: 866-551-9995
Facsimile: 312-752-3630
e-mail: philsta@cdwg.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 8: 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 9: 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 10: 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 11: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This

amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

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

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: 

Print Name: Paul G. Grimes
Village Manager

Its: Village Manager

Date: 8/11/12

FOR: THE CONTRACTOR

By: 

Print Name: Tara K Barbieri

Its: Director, Program Sales

Date: 30 July 2012



Statement of Work

Village of Orland Park

Exchange 2010 Unified Messaging
Implementation

CDW Government LLC

Version 1.1

May 1, 2012

Submitted By

Damian Gonzalez
312-705-9512
damigon@cdwg.com

Drafted By

Jeff Stoffel

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This statement of work (“SOW”) is made and entered into this May 1, 2012 (the “SOW Effective Date”) by and between the undersigned, CDW Government LLC (“Seller” and “we”), and Village of Orland Park (“Customer” and “you”).

PROJECT DESCRIPTION

PROJECT SCOPE

Subject to the other provisions of this SOW, Seller will perform the following services:

- Configure the AudioCodes gateway to work with Exchange 2010 Unified Messaging
- Configure Exchange 2010 Unified Messaging (UM) to answer diverted incoming calls
- Configure and validate Outgoing calls from Exchange UM (Play on Phone)
- Configure and validate one auto attendant with corporate directory
- Configure and validate subscriber access from non-primary phones
- Verify Reverse Number Lookup on missed call notifications and voice mail
- Configure Message Waiting Indicator
- Verify the message waiting on the Avaya desk phone indicates when messages arrive in Exchange Unified Messaging
- Pilot Exchange Unified Messaging with five users while other users remain functioning on existing voicemail system
- Provide knowledge transfer on Unified Messaging Configuration

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

ITEM(S) PROVIDED TO CUSTOMER

The following will be provided to Customer by the completion of this project.

Table 1 – Items(s) Provided to Customer

Item	Description	Format
N/A	N/A	N/A

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“Anticipated Schedule”) based on Seller’s Project Management Methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

PROFESSIONAL SERVICES FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller personnel's time ("**Consultant Fees**") and any other related costs and fees specified in the Expenses section ("**Seller Expenses**"). Unless otherwise specified herein, taxes will be invoiced but are not included in any numbers or calculations provided in this SOW.

Customer will be invoiced for the Total Fees.

Consultant Fees hereunder are FIXED FEES, meaning that Customer will be billed for this precise amount, as specified below, in addition to the amount of the Seller Expenses.

CONSULTANT FEES

Seller will invoice Customer for Consultant Fees upon completion of certain Project Milestones according to the applicable percentage of the Consultant Fees amount, as specified in Table 2.

Table 2 – Project Fees

Milestones	Percentage of Consultant Fees	Fees
Project Completion	100%	\$7,400
Totals	100%	\$7,400

EXPENSES

Seller will invoice Customer for Seller's reasonable, direct costs incurred in performance of the Services. Seller Expenses include, but may not be limited to: airfare, lodging, mileage, meals, shipping, lift rentals, photo copies, tolls and parking. Seller will charge actual costs for these expenses. Any projected expenses set forth in this SOW are estimates only.

Travel Time will not be billed to the Customer for this project.

Two (2) weeks' advance notice from Customer is required for any necessary travel by Seller personnel.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("**Customer-Designated Locations**").

PROJECT-SPECIFIC TERMS

1. Customer is responsible for providing all physical and communications access, privileges, environmental conditions, properly functioning hardware and software, qualified personnel, project details, material information, decisions/directions, and personnel and stakeholder interviews that are reasonably necessary to assist and accommodate Seller's performance of the Services ("**Customer Components**").
2. Seller is not responsible for delays in performance directly caused by the unavailability of the Customer Components and will have the right to invoice Customer, with prior written notice, for time Seller personnel is thereby idled or to reassign Seller personnel to work unrelated to this SOW and the services hereunder.
3. Customer will provide in advance and in writing, and Seller will follow, all applicable Customer safety and security rules and procedures.
4. Customer will secure and maintain the confidentiality of all Seller personnel information.
5. When Services are performed at a Customer-Designated Location, the site will be secure; Seller is not responsible for lost or stolen equipment.
6. This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

SOW TERMS AND CONDITIONS

CONTACT PERSON(S)

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears, and will communicate that person's name and information to the other Party's Contact Person. The Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available.

The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

PAYMENT TERMS

Except as otherwise agreed by the Parties, customer will pay invoices containing amounts authorized by this SOW within thirty (30) days of receipt. Any objections to an invoice must be made to the Seller Contact Person within fifteen (15) days after the invoice date.

EXPIRATION AND TERMINATION

This SOW expires and will be of no force or effect unless it is signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date written on its cover page, and then signed by Seller, except as otherwise agreed by Seller.

CHANGE ORDERS

This SOW may be modified or amended only in a writing drafted by Seller, generally in the form provided by Seller and signed by both Customer and Seller ("**Change Order**"). Each Change Order will be of no force or effect until signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date on its cover page and then signed by Seller, except as otherwise agreed by Seller.

In the event of a conflict between the terms and conditions set forth in a fully-executed Change Order and those set forth in this SOW or a prior fully-executed Change Order, the terms and conditions of the most recent fully-executed Change Order shall prevail.

MISCELLANEOUS AND SIGNATURES

This SOW shall be governed by Seller's "Terms and Conditions of Product Sales and Service Projects", accessed via the "Terms & Conditions" link at www.cdwg.com (the "Agreement"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW. This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures. This SOW is the proprietary and confidential information of Seller.

In acknowledgement that the parties below have read and understood this SOW and agree to be bound by it, each party has caused this SOW to be signed and transferred by its respective authorized representative.

CDW Government LLC

By: _____
signature

Name: _____

Title: _____

Phone: _____

E-mail: _____

Date: _____

Mailing Address:

230 N. Milwaukee Ave.
Vernon Hills, IL 60061

Village of Orland Park

By: _____
signature

Name: Paul G. Grimes

Title: Village Manager

Phone: _____

E-mail: _____

Date: 7/3/12

Mailing Address:

Street: 14700 S. Ravinia Ave
City/ST/ZIP: Orland Park, IL 60462

Billing Contact: Barb O'Brien

Street: 14700 S. Ravinia Ave
City/ST/ZIP: Orland Park, IL 60462

Contact: Norm Johnson

njohnson@orland-park.il.us
708-403-6210

☐ A purchase order for payment under this SOW is attached.

☐ A purchase order is not required for payment under this SOW.

Seller Services Manager _____

110501 Standard

EXHIBIT A.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

Table 3 – Customer-Designated Locations

Location Name	Physical Address	Type(s) of Service(s)
Village of Orland Park	14700 Ravinia Avenue Orland Park 60462	Configuration Implementation

STATEMENT OF WORK

Project Name:	Programming in CM	Requested By: Philippe Stapp 312.705.9399 philsta@cdwg.com
Customer Name:	Village of Orland Park	
CDW Affiliate:	CDW Government LLC	
Effective Date:	May 2, 2012	Drafted By: Samantha Josefowski
Version:	1.0	

This statement of work ("Statement of Work" or "SOW") is made and entered into this May 2, 2012 (the "Effective Date") by and between the undersigned, CDW Government LLC ("Provider", "Seller" and "we"), and Village of Orland Park ("Customer" and "you").

PROJECT DESCRIPTION

PROJECT SCOPE

Provider will:

- Disconnect existing Avaya Modular Messaging system
- Program QSIG on Avaya CM server to allow integration with Customer's Microsoft messaging system
- Change coverage path(s)

CUSTOMER RESPONSIBILITIES:

- Ensure Microsoft messaging server is correctly installed, configured and licensed.
- Obtain appropriate CAL's and licensing on Microsoft servers.
- Administer QSIG on Microsoft messaging server to allow integration with Avaya's CM server.

OUT OF SCOPE

- Microsoft engineering or re-engineering labor
- New feature implementation and programming.
- Exceptional insurance coverage, if required
- Install hardware and implement software in a temporary manner

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("Anticipated Schedule") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

PROFESSIONAL SERVICES FEES

The total fees due and payable under this SOW ("Total Fees") include both fees for Seller's performance of work ("Consultant Fees") and any other related costs and fees specified in the Expenses section ("Expenses"). Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein.

Seller will invoice for the Total Fees.

CONSULTANT FEES

Consultant Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be \$3,128.16 in addition to the amount of any Expenses.

The invoice amount of Consultant Fees will equal the amount of fees applicable to each completed project milestone, as specified in Table 1.

Table 1 – Project Fees

Project Milestones	Percentage of Consultant Fees	Fees
Project Completion	100%	\$3,128.16
Totals	100%	\$3,128.16

EXPENSES

Neither travel time nor direct expenses will be billed for this project.

The parties agree that there will be no travel required for this project.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).

PROJECT-SPECIFIC TERMS

1. Customer is responsible for providing all physical and communications access, privileges, environmental conditions, properly functioning hardware and software, qualified personnel, project details, material information, decisions/directions, and personnel and stakeholder interviews that are reasonably necessary to assist and accommodate Seller’s performance of the Services (“**Customer Components**”).
2. Seller is not responsible for delays in performance directly caused by the unavailability of the Customer Components and will have the right to invoice Customer, with prior written notice, for time Seller personnel is thereby idled or to reassign Seller personnel to work unrelated to this SOW and the services hereunder.
3. Customer will provide in advance and in writing, and Seller will follow, all applicable Customer safety and security rules and procedures.
4. Customer will secure and maintain the confidentiality of all Seller personnel information.
5. When Services are performed at a Customer-Designated Location, the site will be secure; Seller is not responsible for lost or stolen equipment.
6. This SOW can be terminated by either party without cause upon at least fourteen (14) days’ advance written notice.

SOW TERMS AND CONDITIONS

CONTACT PERSON(S)

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears, and will communicate that person's name and information to the other Party's Contact Person.

The Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

PAYMENT TERMS

Except as otherwise agreed by the Parties, Customer will pay invoices containing amounts authorized by this SOW within thirty (30) days of receipt. Any objections to an invoice must be made to the Seller Contact Person within fifteen (15) days after the invoice date.

EXPIRATION AND TERMINATION

This SOW expires and will be of no force or effect unless it is signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date written on its cover page, and then signed by Seller, except as otherwise agreed by Seller.

CHANGE ORDERS

This SOW may be modified or amended only in a writing drafted by Seller, generally in the form provided by Seller and signed by both Customer and Seller ("**Change Order**"). Each Change Order will be of no force or effect until signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date on its cover page and then signed by Seller, except as otherwise agreed by Seller.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

MISCELLANEOUS

This SOW shall be governed by Seller's "Terms and Conditions of Product Sales and Service Projects", accessed via the "Terms & Conditions" link at www.cdwg.com (the "**Agreement**"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW. This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures. This SOW is the proprietary and confidential information of Seller.

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

CDW Government LLC

By: _____
signature

Name: _____

Title: _____

Date: _____

Mailing Address:

230 N. Milwaukee Ave.

Vernon Hills, IL 60061

- ☐ A purchase order for payment hereunder is attached.
- ☐ A purchase order is not required for payment hereunder.
- ☐ The following PSM has given approval:

Village of Orland Park

By: _____
signature

Name: **Paul G. Grimes**

Title: **Village Manager**

Date: **7/3/12**

Mailing Address:

Street: _____

City/ST/ZIP: _____

Billing Contact:

Street: _____

City/ST/ZIP: _____

120115 Standard

EXHIBIT A.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“Customer-Designated Locations”).

Table 2 – Customer-Designated Locations

Location(s)	Service(s)		
Village of Orland Park 15100 Ravinia Ave. Orland Park, IL 60462	<input type="checkbox"/> Assessment	<input checked="" type="checkbox"/> Implementation	<input type="checkbox"/> Support
	<input type="checkbox"/> Configuration	<input type="checkbox"/> Project Management	<input type="checkbox"/> Training
	<input type="checkbox"/> Design	<input type="checkbox"/> Staff Augmentation	<input checked="" type="checkbox"/> Custom Work

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.

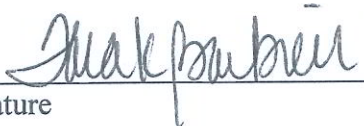
X Limited Liability Company: State of Organization: IL
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

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.

CDW Government LLC
Business Name

(Corporate Seal)


Signature

Tara K Barbieri
Print or type name

Director, Program Sales
Title

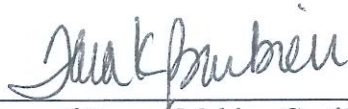
30 July 2012
Date

**CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS**

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

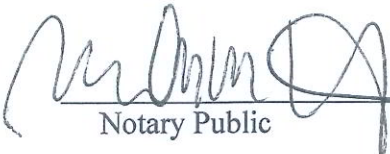
I, Tara K Barbieri, being first duly sworn certify and
say that I am Director, Program Sales
(insert "sole owner," "partner," "president," or other proper title)

of CDW Government LLC, 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.



Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 30th Day
of July, 2012.


Notary Public

MELANIE M. HENNESSEY
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2014

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 written 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:

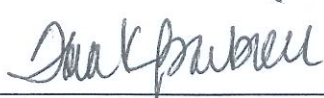
...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

I, Tara K Barbieri, having submitted a proposal for CDW Government LLC
(Name) (Name of Contractor)

for Information Technology to the Village of Orland Park, hereby
(General Description of Work Proposed on)

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 30th Day

of July, 2012.


Notary Public

MELANIE M. HENNESSEY
NOTARY PUBLIC
COMMISSION EXPIRES AUG. 31, 2014

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: Tara K Barbieri; Director, Program Sales

ATTEST: 

DATE: 30 July 2012

TAX CERTIFICATION

I, Tara K Barbieri, having been first duly sworn depose
and state as follows:

I, Tara K Barbieri, am the duly authorized
agent for CDW Government LLC, which has
submitted a proposal to the Village of Orland Park for

Unified Messaging Upgrade to Voicemail and I hereby certify
(Name of Project)

that CDW Government LLC is not

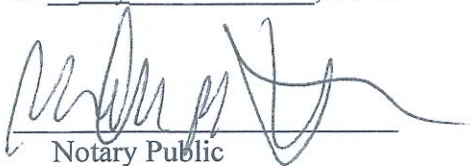
delinquent in the payment of any tax administered by the Illinois
Department of Revenue, or if it is:

- 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: Tara K Barbieri

Title: Tara K Barbieri; Director, Program Sales

Subscribed and Sworn To
Before Me This 30th Day
of July, 2012.


Notary Public

MELANIE M. HENNESSEY
NOTARY PUBLIC
ILLINOIS

REFERENCES

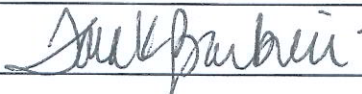
(Please type)

ORGANIZATION Bloomington Public Library
ADDRESS 109 E Olive St
CITY, STATE, ZIP Bloomington, IL 61701
PHONE NUMBER 309-382-6091
CONTACT PERSON Jon Whited
DATE OF PROJECT _____

ORGANIZATION Orland Park Public Library
ADDRESS 14921 S. Ravinia Ave.
CITY, STATE, ZIP Orland Park, IL 60462
PHONE NUMBER 708-349-8138
CONTACT PERSON Peter Kuczynski
DATE OF PROJECT _____

ORGANIZATION McHenry County
ADDRESS 2200 N. Seminary Ave.
CITY, STATE, ZIP Woodstock, IL 60098
PHONE NUMBER 815-334-4000
CONTACT PERSON Amy Burke
DATE OF PROJECT _____

Proposer's Name: CDW Government LLC

Signature: 



CDWLLC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/3/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Commercial Lines - (415) 541-7900 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 45 Fremont Street, Suite 800 San Francisco, CA 94105-2259	CONTACT NAME:		
	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:		
INSURED CDW Government LLC 230 North Milwaukee Avenue Vernon Hills, IL 60061	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Property Casualty Company of America		25674
	INSURER B: Charter Oak Fire Insurance Co.		25615
	INSURER C: Columbia Casualty Company		31127
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 3352568**REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	6600252P993TIL12	10/01/2011	10/01/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			Domestic Auto - BA0239P10A	10/01/2011	10/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CUP0252P993	10/1/2012	10/1/2012	EACH OCCURRENCE \$ 1,000,000USD AGGREGATE \$ 1,000,000USD
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	TRJUB281K843511	10/01/2011	10/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors & Omissions - Claims Made & Reported			425221663	10/01/2011	10/01/2012	\$10,000,000 \$250,000 Retention Retro. Date: 02/01/05

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

(Per form #CGD4170708)

The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured.

CERTIFICATE HOLDER

Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, IL 60462
Denise Domalewski, Contract Administrator

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

