

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#:

Contract #:

Start date:

End date:

Amount:

Contingency Amount:

Department:

Total Contract Amount:

Contract Type:

Contractors Name:

Status of Ownership:

Status of Sub:

Certification: Attached [] Self-Certifying [] Did not disclose

Contract Description:



INSIGHT PUBLIC SECTOR, INC.
 2701 E INSIGHT WAY
 CHANDLER AZ 85286-1930
 Tel: 800-467-4448

SOLD-TO PARTY 11092982

VILLAGE OF ORLAND PARK
 14700 S RAVINIA AVE
 ORLAND PARK IL 60462-3134

SHIP-TO

VILLAGE OF ORLAND PARK
 14700 S RAVINIA AVE
 ORLAND PARK IL 60462-3134

We deliver according to the following terms:

Payment Terms : Net 60 days
 Ship Via : Insight Assigned Carrier/Ground
 Terms of Delivery : FOB DESTINATION
 Currency : USD

Quotation	
Quotation Number :	0227758831
Document Date :	12-SEP-2024
PO Number :	
PO Release :	
Sales Rep :	Bob Erwin
Email :	BOB.ERWIN@INSIGHT.COM
Phone :	+14803667058
Sales Rep 2 :	Lia Paredes
Email :	LIA.PAREDES@INSIGHT.COM
Phone :	+14809021145

Services will be performed pursuant to the attached SOW. By issuing Insight a PO for the items listed in this quote, you agree to be bound by the SOW and any applicable terms attached.

Terms and conditions per Contract C21-0067 for Professional Technical Consulting services dated April 26, 2021 between The Village of Orland Park and Mindsight will apply.

Material	Material Description	Quantity	Unit Price	Extended Price
VOBMSINTNEP1-VOOP	MINDSIGHT PHASE 1 - DUE NET 15 UPON OF SOW FOR COORDINATION AND SCHEDULING OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 21855.99 Discount: 13.419%	1	18,923.14	18,923.14
VOBMSINTNEP2-VOOP	MINDSIGHT PHASE 2 - DUE NET 15 UPON COMPLETION OF COMANAGEMENT OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 10927.99 Discount: 13.543%	1	9,448.00	9,448.00
VOBMSINTNEP3-VOOP	MINDSIGHT PHASE 3 - DUE NET 15 UPON COMPLETION OF PROJECT AND CUSTOMER ACCEPTANCE OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 10927.99 Discount: 13.543%	1	9,448.00	9,448.00

Services Subtotal	37,819.14
TAX	0.00
Total	37,819.14

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Bob Erwin
 +14803667058
BOB.ERWIN@INSIGHT.COM

Contingency amount of \$1,890.96 for a total not to exceed contract amount of \$39,710.10

Jim Foliard

Digitally signed by Jim Foliard
 Date: 2024.10.30 07:50:03 -05'00'

Lia Paredes
+14809021145
LIA.PAREDES@INSIGHT.COM
Fax 4807608347

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
<https://www.insight.com/terms-and-policies>

Terms and conditions per Contract C21-0067 for Professional Technical Consulting services dated April 26, 2021 between The Village of Orland Park and Mindsight will apply

Mindsight

By: Jim Folliard

Digitally signed by Jim Folliard
Date: 2024.10.30 07:50:28 -05'00'

Name: Jim Folliard

Its Partner **& Authorized Agent**

Date: 10/30/2024

VILLAGE OF ORLAND PARK

By:

Jim Culotta

Name:

Jim Culotta

Title: *Interim Village Manager*

Date:

10-30-24

Mindsight 

Formerly Tympani, Inc.

Technology. Transparency. Trust.

STATEMENT OF WORK

MICROSOFT INTUNE DEPLOYMENT (SOW 4)

PREPARED FOR



Mr. Tad Spencer
The Village of Orland Park

September 16, 2024

SALES CONTACT

Don Vargo
(630) 981-5012
dvargo@gomindsight.com

TECHNICAL CONTACT

Nick Stover
(630) 981-5000
nstover@gomindsight.com

1. TABLE OF CONTENTS

1. TABLE OF CONTENTS	2
2. PROJECT OBJECTIVES	3
3. SCOPE OF WORK.....	6
3.1. PROJECT MANAGEMENT	6
3.2. PROJECT MEETINGS	6
3.3. IMPLEMENTATION	6
3.4. SYSTEM TESTING.....	7
3.5. POST-CUTOVER SERVICE.....	7
3.6. ONGOING SERVICE, MANAGED SERVICES, AND MONITORING.....	8
3.7. DELIVERABLES	8
4. TIMELINE	8
5. ASSUMPTIONS	9
5.1. PROJECT MANAGEMENT ASSUMPTIONS	9
5.2. PROJECT IMPLEMENTATION ASSUMPTIONS	9
5.3. FACILITIES RELATED ASSUMPTIONS	10
6. FIXED PRICE PROJECT	11
7. PAYMENT TERMS AND CONDITIONS	13
8. CUSTOMER ACCEPTANCE	14
9. MINDSIGHT 90-DAY LABOR WARRANTY	14
10. CONDITIONS OF WARRANTY	14
11. MISCELLANEOUS	15
12. PROFESSIONAL SERVICES AGREEMENT.....	15
13. PROPRIETARY AND CONFIDENTIAL INFORMATION.....	16

2. PROJECT OBJECTIVES

The Village of Orland Park ("Customer") has engaged Mindsight for assistance in configuring the Microsoft Intune service within their existing tenant (GCC). The customer recently completed an Exchange Hybrid migration with Mindsight prior to this engagement and this is the next major Microsoft initiative.

PRICING OF MICROSOFT PROJECTS:

- *For this type of Microsoft software project, the exact hours required for a fixed price are impossible to determine as customer environments have evolved over time, with previous administrators, vendors, patches, application integrations, etc, that all may be required to be unraveled, understood, troubleshooted and remediated if and when issues occur.*
- *Mindsight has provided a best effort target price based on our understanding from client conversations, however, clients are strongly recommended to include an additional 20% as contingency for any unknown issues or JCOs that may arise during these types of engagements.*
- *The Mindsight Project Manager for this engagement will continuously track the overall project progress within scope and determine and alert if additional hours may be needed which can be added via T&M, retainer, or project JCO.*

MINDSIGHT NARRATIVE OF THIS PROJECT:

Planning and Design

Prior to onboarding devices into Intune, Mindsight will complete an initial workshop session with the Customer to discuss the organization's ISO/SOC requirements as well as to develop a plan for implementation based on organizational requirements. Mindsight will also review the licensing requirements with Customer as not all users have applicable licenses today.

Onboarding Prep

During the initial discovery it was noted that there are numerous existing device registration records that will need to be cleaned up prior to the Hybrid AD join implementation. Once complete. Mindsight will plan and configure a targeted deployment (phased rollout) for Hybrid AD join if possible.

Microsoft Intune

Once the initial workshops and strategy sessions are complete, Mindsight will configure the Microsoft Intune service and set up automatic enrollment for the organizations Windows 10/11 devices as well as creating the necessary device groups.

Mindsight will prepare Microsoft Office for Intune distribution as well as create up to 3 Device and Security policies as well as configure the Office App protection policy for corporate owned devices.

Hybrid AD Join and Co-management

Once the targeted Hybrid AD Join deployment is complete, Mindsight will enable Hybrid AD join for the entire organization and Hybrid AD Join the rest of the organizations Windows 10/11 devices.

Mindsight will also enable co-management between the organizations on premise Configuration Manager instance and the Microsoft Intune service. Co-management will allow the organization to concurrently manage Windows 10/11 devices by using both Configuration Manager and Microsoft Intune.

Co-management will also allow the organization to migrate workloads/policies managed by SCCM in phases such as Compliance policies, Windows Update Policies, Resource Access Policies, Endpoint Protection, Device configuration and Office click to run and client apps.

BitLocker Encryption

Mindsight will configure BitLocker encryption for the Customer Windows devices to allow for BitLocker keys to be stored and recovered from Microsoft Entra ID. Mindsight will also demonstrate how to recover the existing encryption keys stored in Configuration Manger today through the Company Portal.

As detailed above, the following services will be implemented as a part of this statement of work:

1. Microsoft Intune Planning
2. Project prerequisites
3. Microsoft Intune Deployment
4. Configure Policies
5. Enable Co-Management
6. Configure the Company Portal

Mindsight PreSales Notes:

1. Customer currently leverages MaaS360 for MDM today (iOS)
2. Customer currently leverages a GCC (commercial) tenant space.
3. Customer currently leverages a mix of M365 G1 and G3 licensing
4. Customer leverages Windows 10/11 OS for their laptops and desktops. No MacOS devices or Chromebooks.
5. Customer currently leverages an Enterprise Agreement (Anniversary year)
6. Customer leverages Azure MFA for VPN Connectivity. Some Fortitoken are used as well.
7. Customer leverages MDR SOC solution (not defender for Endpoint)

Mindsight Professional Services Notes, Caveats, and Technical Requirements:

1. Corporate Owned devices will need to be wiped and enrolled in Intune if managed by Maas360 today.
2. All devices used for testing to be provided by the client.
3. Customer understands that device testing will require multiple meetings to make sure the automated processes function as intended. During these meetings customers will be expected to have devices ready on-hand to test.
4. Customer understands that if licensing users requires additional data imported into Azure AD to properly automate customer will either make the appropriate changes or request a JCO to modify the data and provide updated Job Titles, Departments, Direct Reports, and any other data pertinent to automated licensing.
5. Customer understands the features that can be trained and deployed depend on licensing that's purchased. Some features require more expensive SKUs to function. Mindsight will educate the customer on the various licensing options available and can offer trials as needed.
6. Application and installation media to be provided by the client. As well as any documented materials for silent installation. Customer understands if no silent installation options are available applications may require repackaging which may require a JCO.
7. Each Microsoft application may require modifications to repackage them for Intune deployment. Mindsight will discuss and determine the Office application policy requirements with the customer.
8. If 3rd party applications don't support customization options with core Microsoft apps, customer understands moving data between apps may be restricted.
9. Customer understands Hybrid-Join requires consistent line of sight to on-premises domain controllers. If devices are offsite customer understands an always on VPN connection at the hardware level is required for proper hybrid enrollment to occur remotely. If this cannot occur remote devices can only be Entra-Joined.
10. Customer understands that if 3rd party MFA tools are utilized Microsoft Authenticator still needs to be deployed for mobile devices. Customer can still opt to utilize a 3rd party MFA.
11. Customer understands silent BitLocker encryption requires both functional windows recovery partitions and a fully functional TPM 2.0 security module. If either requirement isn't met an additional workaround may be necessary which could result in a JCO.
12. Customer understands that if enhanced access controls are required to be compliant with modern cybersecurity standards some limitations may occur utilizing 3rd party security products with Microsoft 365 systems. If a customer opts to utilize Microsoft native systems, the customer understands that devices and user access will have to follow a consistent security configuration. Custom overrides and exemptions are not included in the standard SOW and may result in a JCO.
13. Customer understands Apple device management requires integration with Apple Business Manager and that user identities will need to be federated from Entra ID to Apple management systems. Configuring apple devices in "shared" mode is not included in the original SOW.
14. Customer understands 3rd party MFA integration may require a job change order to integrate the product with Entra ID and that 3rd party MFA integrations have limitations with Microsoft's built in systems such as self-service password reset.
15. Customer understands that any technology that requires certificate or password updates will be recorded and reported to the customer. However, the customer is ultimately responsible for maintaining and renewing these technologies as necessary.

3. SCOPE OF WORK

In order to complete the objectives listed above (collectively, the "Project"), Mindsight will be responsible for the following:

3.1. PROJECT MANAGEMENT

1. Development of Project Schedule
2. Project Plan
3. Kick-off meeting to be held either at customer location or remotely based on availability

3.2. PROJECT MEETINGS

1. Various Mindsight Internal and Customer External Meetings

3.3. IMPLEMENTATION

1. Microsoft Intune Planning -
 - a. Determine and discuss ISO/SOC standards and insurance requirements
 - b. Conduct planning work sessions to determine business and technical requirements
 - c. Develop implementation plan based on solution requirements.
2. Project prerequisites -
 - a. Clean up prior Entra registration records
 - b. Plan and configure targeted deployment requirements
3. Microsoft Intune Deployment -
 - a. Grant Global Admin rights to Mindsight account
 - b. Configure Custom Domain
 - c. Configure MDM authority
 - d. Create Intune Groups
 - e. Create Pilot Groups
 - f. Assign Licenses
 - g. Add Assigned Devices or Members
 - h. Create DNS Records for Auto Enrollment
 - i. Configure Hybrid Azure AD join
 - j. Configure Conditional Access
4. App Deployment Policies -
 - a. Prepare Office app for Intune
 - b. Create app in Intune for distribution
 - c. Assign applications to Intune profile
5. Configure Policies -
 - a. Configure Device Configuration Policies (x3)

- b. Configure Security Policies (x3)
- c. Configure Office App Policy
- d. Configure and test Bitlocker encryption policy
- 6. Enable Co-Management -
 - a. Review AD Connect settings for Hybrid Join
 - b. Configure Client Settings to direct clients to register with Azure AD
 - c. Configure auto-enrollment of devices to Intune
 - d. Enable co-management in Configuration Manager
 - e. Test Pilot Group
 - f. Customize Workloads
 - g. Troubleshooting
- 7. Configure the Company Portal -
 - a. Customize Company Portal App
 - b. Configure App Sources
 - c. Customize Reset Options
 - d. Customize Compliance Status
 - e. Customize Self Service Options
 - f. Configure device assignments

3.4. SYSTEM TESTING

- 1. Testing and Troubleshooting -

3.5. POST-CUTOVER SERVICE

- 1. Provide hotline number for system issues.
- 2. Maintain and update issues log with Village of Orland Park project manager.

3.6. ONGOING SERVICE, MANAGED SERVICES, AND MONITORING

As an option, Mindsight can provide long-term management, monitoring, and/or service of the solution through its customized Services offerings. Mindsight can take a proactive management and monitoring approach for the long term by implementing a Managed Services agreement, allowing the Mindsight engineering team to assume management and monitoring ownership of the installed system(s). Alternatively, hourly retainer agreements can be purchased to allow for reactive service and/or to handle ongoing changes to the environment.

Please note that the warranty specified in the Mindsight 90-Day Labor Warranty section does apply to any configuration errors or omissions caused by Mindsight engineers during the implementation process, but does not cover change requests or customer-requested configuration adjustments after Project completion.

All requests for service (both warranty and non-warranty) should be submitted to service@gomindsight.com or by calling (630) 981-5119.

3.7. DELIVERABLES

Mindsight will provide the following deliverables throughout the project:

1. Project plan and timeline
2. IT admin instructions
3. End user enrollment instructions
4. Intune deployment documentation

4. TIMELINE

This Project will kick off, based on resource availability within 4-6 weeks of acceptance by Customer. The final 'go live' date will be determined by a variety of factors.

5. ASSUMPTIONS

Mindsight assumes the following in order to provide the services described in this Statement of Work.

5.1. PROJECT MANAGEMENT ASSUMPTIONS

1. Customer will assign a single point of contact (SPOC) for coordination with Mindsight Project Management.
2. SPOC shall use reasonable efforts to ensure that this Project will proceed uninterrupted until Project completion. Significant delays caused by situations beyond Mindsight's control will result in a job change order executed by both parties ("Job Change Order").
3. All training and knowledge transfer not stated in the SoW will require a Job Change Order.
4. Any changes to the design and equipment list in this SoW will require a Job Change Order.
5. Customer will provide notification of at least five business days for any work which must be performed outside of Mindsight Principal Period of Service (8 AM – 5 PM Central, M – F).
6. Customer must sign off on the design documentation before implementation can begin.
7. Customer is responsible for any shipping and insurance charges, from a staging facility to the installation site(s), if any.
8. Customer shall use reasonable efforts to respond within two business days of a Mindsight request for documentation or information reasonably required for performance of the services discussed herein.
9. Customer must notify Mindsight of any scheduling changes at least two business days in advance.

5.2. PROJECT IMPLEMENTATION ASSUMPTIONS

1. Any items not listed above as in Section 2. Scope of Work are Out-of-Scope and will require a JCO.
2. Except as stated in this SoW, Mindsight will not troubleshoot networks, applications and/or hardware with pre-existing configuration/performance problems. If requested, such additional services will require a Job Change Order and be billable at the time and materials rate as agreed upon by the parties in writing.
3. Customer will provide access to any personnel not directly involved in the Project but necessary to its completion.
4. Customer will provide all necessary materials, media, and/or software licenses that were not purchased through Mindsight for this Project.
5. Customer will ensure all existing equipment has a current support contract (such as Cisco SMARTnet) to allow for the implementation of software updates, if necessary.

5.3. FACILITIES RELATED ASSUMPTIONS

1. Customer will ensure all power outlets, patch panels, and all cables (power and patch) are available and verified for correct connector match and length.
2. Customer will ensure that all site preparation (including but not limited to, power, space, HVAC, cables, and racks) will be in place three (3) business days prior to the beginning of the scheduled installation. Delays caused by incomplete site preparation will be billed at the time and materials rate including travel.
3. Customer will provide space to stage and store all equipment.
4. Customer will provide 24x7 VPN access to all necessary equipment.
5. Customer will provide any necessary physical building access Mindsight may require.
6. Customer will provide adequate workspace for Mindsight engineers with power, network, and internet access.
7. If working in a secure facility, a Customer escort must be available to work with the engineer.
8. Customer is responsible for providing all network cabling, including but not limited to patch, network, and telephone cables unless otherwise specified in this SoW.
9. Any additional cabling required will be performed by the Customer's cabling vendor. Any wiring done by Mindsight will be billable at the time and materials rate upon mutual written agreement between the parties and a signed Job Change Order. Mindsight can recommend a cabling vendor.

6. FIXED PRICE PROJECT

Based on our experiences, and the hours anticipated to complete this project per the details of the SOW specified above, Insight Public Sector, Inc will provide a fixed price quote for this project, billed in phases as per quote# 227758831.

PRICING OF MICROSOFT PROJECTS:

- For this type of Microsoft software project, the exact hours required for a fixed price are impossible to determine as customer environments have evolved over time, with previous administrators, vendors, patches, application integrations, etc, that all may be required to be unraveled, understood, troubleshooted and remediated if and when issues occur.
- Mindsight has provided a best effort target price based on our understanding from client conversations, however, clients are strongly recommended to include an additional 20% as contingency for any unknown issues or JCOs that may arise during these types of engagements.
- The Mindsight Project Manager for this engagement will continuously track the overall project progress within scope and determine and alert if additional hours may be needed which can be added via T&M, retainer, or project JCO.

An outline of the work to be performed includes:

MINDSIGHT PROFESSIONAL SERVICES - FIXED PRICE PROJECT	
PLANNING & DESIGN	
Preparation and design	
PROJECT MEETINGS	
Customer Meetings External	
Project Meetings Internal	
IMPLEMENTATION	
Microsoft Intune Planning	
--Determine and discuss ISO/SOC standards and insurance requirements	
--Conduct planning work sessions to determine business and technical requirements	
--Develop implementation plan based on solution requirements.	
Project prerequisites	
--Clean up prior Entra registration records	
--Plan and configure targeted deployment requirements	
Microsoft Intune Deployment	
--Grant Global Admin rights to Mindsight account	
--Configure Custom Domain	
--Configure MDM authority	
--Create Intune Groups	
--Create Pilot Groups	
--Add Assigned Devices or Members	
--Configure Hybrid Azure AD join	
--Create DNS Records for Auto Enrollment	
--Assign Licenses	
--Configure Conditional Access	

(Continued on Next Page)

App Deployment Policies
--Prepare apps for Intune (Office)
--Create app in Intune for distribution
--Assign applications to Intune profile
Configure Policies
--Configure Device Configuration Policies (x3)
--Configure App Protection Policies (x3)
--Configure Office App Policy
--Configure and test Bitlocker encryption policy
--Configure Security Polices (x3)
Enable Co-Management
--Review AD Connect settings for Hybrid Join
--Configure Client Settings to direct clients to register with Azure AD
--Configure auto-enrollment of devices to Intune
--Enable co-management in Configuration Manager
--Test Pilot Group
--Customize Workloads
--Troubleshooting
Configure the Company Portal
--Customize Company Portal App
--Configure App Sources
--Customize Self Service Options
--Customize Reset Options
--Configure device assignments
--Customize Compliance Status
SYSTEM TESTING
Testing/Troubleshooting
PROJECT MANAGEMENT

7. MINDSIGHT 90-DAY LABOR WARRANTY

During the term of this SoW and for a period of 90 days from Customer acceptance of Project completion, Mindsight warrants that its provision of services will be in accordance with prevailing standards in the network industry, and Mindsight will use reasonable efforts under the circumstances consistent with industry standards to remedy any omissions, mistakes, or errors with respect to any part of services. The forgoing warranty shall be limited to the terms and provisions (including the limitations and disclaimers) set forth in this SoW, and any additional Job Changed Orders entered into by the parties.

The foregoing warranty and remedies are exclusive and in lieu of all other warranties or remedies, whether express, implied or statutory, including, without limitation, implied warranties of merchantability and fitness for a particular purpose. In the event of any defect whatsoever in the services, neither Mindsight nor any third-party provider or operator of facilities employed in the provision of any part of such services shall be liable to the Customer or any other party for any direct, indirect, consequential, special, actual, punitive or any other damages, or for any lost profits of any kind or nature whatsoever.

8. CONDITIONS OF WARRANTY

Within ten (10) business days of live cutover as mutually agreed to by the parties, Customer is responsible for providing a detailed list of all system issues, which are to be addressed prior to Customer acceptance of Project completion—or if the issues cannot be resolved prior to acceptance due to reasons beyond the control of Mindsight, Mindsight will note such issues as contractual obligations of Mindsight on the formal acceptance document. This detailed list and any additional issues that may arise prior to completing the detailed list will constitute the complete and entire list of all issues that need to be addressed for Mindsight to receive formal acceptance and final payment for services described herein. Formal acceptance is to be agreed upon in writing by the parties upon successful testing of detailed list items. Any issues that arise after formal acceptance will be covered by the Mindsight warranty, which begins as described herein. The 90 Day Warranty is valid if (1) the detailed list is delivered within the 10 business day period described herein, and (2) if formal acceptance is executed by Customer upon successful testing of the detailed list items that are within the control of Mindsight.

9. MISCELLANEOUS

This SoW and the Agreement (as hereinafter defined) shall be governed as to its interpretation and construction by the laws of the State of Illinois, United States of America, without giving effect to any conflict of laws doctrine which may result in the application of the laws of another jurisdiction. Neither Party shall assign or transfer any rights or obligations under this SoW or the Agreement without the express prior written consent of the other Party. This SoW and the Agreement will be binding upon the successors and assigns of both Parties. The waiver, by the furnishing party, of a breach of any provision of this SoW or the Agreement by the other Party shall not operate or be construed as a waiver of any other or subsequent breach by the other party. Invalidity of any portion of this SoW or the Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this SoW or the Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they has been executed by each Party subsequent to the expungement of the invalid provision. This SoW and the Agreement may be modified or waived only by a separate writing executed by all parties expressly so modifying such agreement.

10. PROFESSIONAL SERVICES AGREEMENT

Please note:

This Statement of Work will utilize the Mindsight and The Village of Orland Park agreed upon Professional Services Agreement and Terms and Conditions on file from the Cisco UC Telecommunications deployment project, which was contract number C21-0067 dated April 26th, 2021.

11. PROPRIETARY AND CONFIDENTIAL INFORMATION

This document contains proprietary information. The data is being furnished to the customer in confidence with the understanding that it will not, without prior permission of Mindsight be duplicated, used, or disclosed in whole or in part for any reason other than for evaluation of this proposal by the customer's employees only.

Any questions regarding this proposal can be directed to:

Mindsight
2001 Butterfield Road
Suite 250
Downers Grove, IL 60515

IP Phone (630) 981-5000
Facsimile (630) 729-3058
info@gomindsight.com

Terms and conditions per Contract C21-0067 for Professional Technical Consulting services dated April 26, 2021 between The Village of Orland Park and Mindsight will apply.

Mindsight

By: Jim Folliard

Digitally signed by Jim
Folliard
Date: 2024.10.30
07:51:14 -05'00'

Name: Jim Folliard

Its Partner

Date: 10/30/2024

VILLAGE OF ORLAND PARK

By: *Jim Culotta*

Name: *Jim Culotta*

Title: *Interim Village Manager*

Date: *10-30-24*



ORLAND PARK

(Contract for Professional Technical Consulting)

This Contract is made this 26th day of April, 2021 by and between THE VILLAGE OF ORLAND PARK (hereinafter referred to as the "VILLAGE") and Mindsight (hereinafter referred to as the "CONSULTANT").

WITNESSETH

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

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

This Contract
The Terms and Conditions
Certificate of Compliance
Certificates of Insurance
EXHIBIT A Mindsight Summary Quote Sheet
EXHIBIT B Mindsight Statement of Work

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

(scope of work)

(hereinafter referred to as the "WORK") as further detailed in EXHIBIT A and EXHIBIT B.

The VILLAGE agrees to pay Insight Public Sector, Inc. through the OMNIA Partners cooperative purchase contract for products and services provided by CONSULTANT pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) for the following amount:

TOTAL COST: \$552,522.47.

The "TOTAL COST" shall not be increased without the express written consent of the VILLAGE and the CONSULTANT.

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

To the extent that CONSULTANT may require or incorporate any services, equipment, software or other resources of any third party, CONSULTANT is solely responsible for coordinating and managing each third

party to ensure the provision of such services, equipment, software or other resources required to meet the obligations of this Agreement and any SoW.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. This Contract shall terminate upon completion of the WORK, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEPENDENT CONTRACTOR STATUS: To the fullest extent permitted by law, CONSULTANT shall be an independent contractor hereunder and neither CONSULTANT nor anyone acting on its behalf shall be deemed an agent, employee, joint employee or servant of VILLAGE. Neither VILLAGE nor CONSULTANT shall have any right to act on behalf of or bind the other party for any purpose. CONSULTANT represents that all employees utilized by CONSULTANT are fully trained. CONSULTANT understands that no training will be provided by the VILLAGE. In performing its obligations pursuant to this Contract, CONSULTANT will do nothing that could adversely affect the goodwill or reputation of the VILLAGE.

SECTION 6: INDEMNIFICATION AND INSURANCE: The CONSULTANT shall indemnify, defend and hold harmless the VILLAGE, its trustees, officers, officials, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONSULTANT, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONSULTANT, its officers, officials, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Workers' Compensation Act" or any other law, ordinance, order or decree, except for claims or actions arising out of the Village's sole negligence. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, officials, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONSULTANT shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

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

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

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

CONSULTANT shall obtain and maintain, during the term of this Agreement and any SoW, insurance in the following amounts: (i) commercial general liability insurance with coverage of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the annual aggregate; (ii) professional

liability insurance (including coverage for technology errors and omissions, information security failures and privacy breach) with a limit of liability of no less than five million dollars (\$5,000,000); and (iii) workers' compensation insurance as required by applicable state law and employers' liability insurance. Upon written request, CONSULTANT will provide Customer with proof of the above-mentioned insurance coverage. Customer shall be named as an additional insured on an applicable policy of insurance.

SECTION 7: COMPLIANCE WITH LAWS: CONSULTANT agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONSULTANT hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONSULTANT and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONSULTANT shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONSULTANT and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONSULTANT and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

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

SECTION 8: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the VILLAGE:
David Buwick
Chief Technology Officer
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6212
e-mail: dbuwick@orlandpark.org

To the CONSULTANT:
Don Vargo
Account Executive
Mindsight
2001 Butterfield Road, Suite 250
Downers Grove, Illinois 60515
Telephone: 630-981-5012
e-mail: dvargo@gomindsight.com

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

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

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

SECTION 11: COMPANY PROPERTY: Upon expiration of this Contract or termination for any reason, CONSULTANT will forthwith deliver and assign to the VILLAGE all the results performed by CONSULTANT pursuant to this Contract including but not limited to all documents, records, notebooks and repositories of or containing secret, confidential or proprietary information concerning the VILLAGE or its business affairs or products, including all copies thereof in the CONSULTANT's possession, whether prepared by the CONSULTANT or others, and all other property of the VILLAGE in the CONSULTANT's possession, including keys and access or security cards providing access to VILLAGE facilities or equipment. In the absence of permission by the VILLAGE, the CONSULTANT will not at any time during the term or after termination of this Contract reveal, divulge or make known to any person outside the VILLAGE's business organization, or use for the CONSULTANT's own account, any secret, confidential or proprietary information concerning the VILLAGE or its business, affairs or products (whether or not developed in whole or in part by the CONSULTANT's efforts). The CONSULTANT will at no time, either during the term or after termination of this Contract, make any use of any such information except for the benefit of the VILLAGE.

Unless otherwise set forth in a respective SoW, the ideas, concepts, know-how or techniques developed during the course of this Agreement by CONSULTANT shall be the sole and exclusive property of CONSULTANT, subject to a royalty-free, full paid-up non-exclusive license to Customer, and may be used by CONSULTANT in any way it may deem appropriate. Unless otherwise set forth in the respective SoW, all deliverables, including without limitation any software, specifications, data, documentation, discoveries, improvements and inventions conceived, made or developed in the performance of this Agreement and any SoW ("Proprietary Information") shall be the sole and exclusive property of Customer. CONSULTANT agrees to execute all documents necessary to fully secure and perfect Customer's interest in the Proprietary Information, including the filing of patent and copyright applications.

SECTION 12: COMPLIANCE: CONSULTANT shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 13: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

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

It is understood that during the course of this Agreement and any SoW, CONSULTANT and its employees_and/or representatives may be exposed to data and information which is confidential and proprietary to Customer. All such data and information (hereinafter "Customer Confidential Information"),

whether written or verbal, tangible or intangible, made available, disclosed, or otherwise made known to CONSULTANT and its employees and/or representatives as a result of services under this Agreement and any SoW shall be considered confidential and shall be considered the sole property of Customer. All information regarding CONSULTANT's operations, disclosed by CONSULTANT to Customer in connection with this Agreement is proprietary, confidential information belonging to CONSULTANT ("CONSULTANT Confidential Information", and together with the "Customer" Confidential Information, the "Confidential Information"). The Confidential Information shall be used by the receiving party and its employees/representatives only for purposes of performing the receiving party's obligations hereunder. Each party agrees that it will not reveal, publish or otherwise disclose the Confidential Information of the other party to any third party without the prior written consent of the disclosing party, provided that the foregoing obligations shall not apply to Confidential Information which:

- (a) is or becomes generally available to the public other than as a result of a disclosure by the receiving party;
- (b) becomes available to the receiving party on a non-confidential basis from a source which is not prohibited from disclosing such information by a legal, contractual, or fiduciary obligation to the disclosing party;
- (c) the receiving party develops independently of any disclosure by the disclosing party;
- (d) was in the receiving party's possession or known to the receiving party prior to its receipt from the disclosing party without any prior obligation of confidentiality; or
- (e) is required by law to be disclosed; provided however in the event that either party is requested, in connection with any legal or regulatory proceeding, to disclose any Confidential Information supplied to it by the other party or its authorized representatives, it will provide the other party with prompt notice of such a request, prior to any disclosure pursuant thereto, so that the other party may seek an appropriate protective order or waive compliance with the provisions required hereunder.

SECTION 14: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 15: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 16: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

SECTION 17: LIMITED WARRANTY: CONSULTANT warrants that the services furnished hereunder shall be performed in a professional and workmanlike manner. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN A SOW HEREUNDER, CONSULTANT MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO ANY SERVICES OR DELIVERABLES SUPPLIED UNDER THIS AGREEMENT. CONSULTANT EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THESE SERVICES.

During the term of this agreement and for a period of 90 days from Customer acceptance of Project completion, CONSULTANT warrants that its provision of services will be in accordance with prevailing standards in the network industry, and CONSULTANT will use reasonable efforts under the circumstances consistent with industry standards to remedy any omissions, mistakes, or errors with respect to any part of services. The

forgoing warranty shall be limited to the terms and provisions (including the limitations and disclaimers) set forth in this SoW, and any additional Job Changed Orders entered into by the parties.

The foregoing warranty and remedies are exclusive and in lieu of all other warranties or remedies, whether express, implied or statutory, including, without limitation, implied warranties of merchantability and fitness for a particular purpose. In the event of any defect whatsoever in the services, neither CONSULTANT nor any third-party provider or operator of facilities employed in the provision of any part of such services shall be liable to the Customer or any other party for any direct, indirect, consequential, special, actual, punitive or any other damages, or for any lost profits of any kind or nature whatsoever.

Within ten (10) business days of live cutover as mutually agreed to by the parties, Customer is responsible for providing a detailed list of all system issues, which are to be addressed prior to Customer acceptance of Project completion –or– if the issues cannot be resolved prior to acceptance due to reasons beyond the control of CONSULTANT, CONSULTANT will note such issues as contractual obligations of CONSULTANT on the formal acceptance document. This detailed list and any additional issues that may arise prior to completing the detailed list will constitute the complete and entire list of all issues that need to be addressed for CONSULTANT to receive formal acceptance and final payment for services described herein. Formal acceptance is to be agreed upon in writing by the parties upon successful testing of detailed list items. Any issues that arise after formal acceptance will be covered by the CONSULTANT warranty, which begins as described herein. The 90 Day Warranty is valid if (1) the detailed list is delivered within the 10 business day period described herein, and (2) if formal acceptance is executed by Customer upon successful testing of the detailed list items that are within the control of CONSULTANT.

SECTION 18: LIMITATION OF LIABILITY: IN NO EVENT SHALL CONSULTANT BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING ANY LOSS OF PROFIT, REVENUE, OR DATA) ARISING OUT OF THE USE, PERFORMANCE OR FURNISHING OF ANY DELIVERABLES OR SERVICES, EVEN IF CONSULTANT SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE, OR FOR ANY CLAIM OR ACTION BROUGHT AGAINST THE VILLAGE BY ANY THIRD PARTY. CONSULTANT'S liability to the VILLAGE for damages, from any cause whatsoever and regardless of the form of action, shall be limited to the remedies set out in this Agreement, but in any event shall not exceed \$5 million under this Agreement for the particular services or deliverables from which the liability arises. VILLAGE agrees that CONSULTANT will not have any responsibility or liability for hardware, software or other items or services provided by persons other than CONSULTANT or its subcontractors.

SECTION 19: SECURITY: CONSULTANT is not responsible for ensuring the data security of installed solutions and is not responsible for security breaches by any third party, unless such breach is the result of CONSULTANT'S negligence or the negligence of its employee(s) or other representative(s).

SECTION 20: NON-SOLICITATION: Neither party shall directly or indirectly, during the term of this Agreement, and for two (2) year after its termination, solicit for hire as an employee, consultant or, otherwise any of the other party's personnel who have had direct involvement with the performance of the services hereunder.

SECTION 21: FAX OR ELECTRONIC CONSENT: Signed facsimile or PDF copies of this Agreement, any SoW, order forms, addenda, attachments and exhibits, each as applicable, will legally bind the parties to the same extent as original documents.

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

FOR: **VILLAGE OF ORLAND PARK**

By: *George Koczvara*

Print Name: George Koczvara

Its: Village Manager

Date: 4-29-21

FOR: **CONSULTANT**

By: *James Folliard*

Print Name: James Folliard

Its: Partner

Date: 4/26/2021



ORLAND PARK
PROFESSIONAL TECHNICAL CONSULTING SERVICES
GENERAL TERMS AND CONDITIONS

1. Relationship Between CONSULTANT and VILLAGE: The CONSULTANT shall serve as the VILLAGE's professional consultant on the WORK, or phases of the WORK, to which this Contract applies. This relationship is that of a buyer and seller of professional services and as such the CONSULTANT is an independent contractor in the performance of this Contract and it is understood that the parties have not entered into any joint venture or partnership with the other. The CONSULTANT shall not be considered to be the agent of the VILLAGE. Nothing contained in this Contract shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or CONSULTANT.

2. Changes: VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or consulting time schedule adjustments, and CONSULTANT and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate any such changes. The CONSULTANT is not responsible for, and VILLAGE agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within the CONTRACT DOCUMENTS, unless such errors are the result of the work of the CONSULTANT.

3. Suspension of Services: VILLAGE may, at any time, by written order to CONSULTANT (Suspension of Services Order) require CONSULTANT to stop all, or any part, of the services required by this Contract. Upon receipt of such an order, CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. CONSULTANT will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

4. Reuse of Documents: All WORK documents including but not limited to reports, and opinions of probable costs furnished by CONSULTANT pursuant to this Contract are intended for use on the WORK only. They cannot be used by VILLAGE or others on extensions of the WORK or any other project. Any reuse, without specific written verification or adaptation by CONSULTANT, shall be at VILLAGE's sole risk, and VILLAGE shall indemnify and hold harmless CONSULTANT from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by VILLAGE and CONSULTANT.

5. Successors and Assigns: The terms of this Contract shall be binding upon and inure to the benefit of the parties and their respective successors and authorized assigns.

6. Waiver of Contract Breach: The waiver of one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Contract and shall not be construed to be a waiver of any provision, except for the particular instance.

7. Entire Understanding of Contract: This Contract represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. The VILLAGE and the CONSULTANT hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Contract shall be null, void and without effect to the extent they conflict with the terms of this Contract.

8. Amendment: This Contract shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Contract".

9. Severability of Invalid Provisions: If any provision of the Contract shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Contract, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

10. Force Majeure: Whenever a period of time is provided for in this Agreement for either the Consultant or Village to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as war, riot, insurrection, rebellion, strike, lockout, fire, flood, storm, earthquake, tornado, pandemic, act of public enemies, action of federal or state government or any act of God; provided, however, that said time period shall be extended for only the actual amount of time said party is so delayed. An act or omission shall not be deemed to be "beyond Consultant's control" if committed, omitted, or caused by Consultant, Consultant's employees, officers or agents or a subsidiary, affiliate or parent of Consultant or by any corporation or other business entity that holds a controlling interest in Consultant, whether held directly or indirectly (for example, but not by way of limitation, a strike by or lockout of Consultant's employees would not be an act "beyond Consultant's control"). Consultant shall notify the Village as soon as possible, but no later than two (2) business days, of any force majeure event. However, if the force majeure event continues to affect performance for more than three (3) business days, the Village may immediately terminate this Agreement. In the event of such termination, the Consultant shall be paid for services satisfactorily performed under this Agreement up to the effective date of termination and shall be entitled to reimbursement of any expenses already incurred and not recoverable by refunds.

11. Subcontracts: CONSULTANT may subcontract portions of the WORK, but each subcontractor must be approved by VILLAGE in writing in advance.

12. Designation of Authorized Representative: Each party to this Contract shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the WORK. The persons designated shall review and respond promptly to all communications received from the other party.

13. VILLAGE's Responsibilities: The VILLAGE agrees to provide full information regarding requirements for and about the WORK, including a program which shall set forth the VILLAGE's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The VILLAGE shall give prompt written notice to the CONSULTANT whenever the VILLAGE observes or otherwise becomes aware of any development that affects the scope or timing of the CONSULTANT's services, or any defect or non-conformance of the work of any subcontractor.

14. Information Provided by Others: The CONSULTANT shall indicate to the VILLAGE the information needed for rendering of its services for the WORK. The VILLAGE shall provide to the CONSULTANT such information as is available to the VILLAGE and the VILLAGE's consultants and contractors, and the CONSULTANT shall be entitled to rely upon the accuracy and completeness thereof unless, in the exercise of his professional skill, CONSULTANT determined inaccuracies or incompleteness. The VILLAGE recognizes that it is impossible for the CONSULTANT to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the VILLAGE is providing.

15. Attorney's Fees: In the event of any dispute that leads to litigation arising from or related to the services provided under this Contract, the substantially prevailing party will be entitled to recovery of all reasonable costs incurred, including court costs, attorney's fees and other related expenses.

16. Insurance: The CONSULTANT shall provide the VILLAGE with certificates of insurance evidencing all coverage held by the CONSULTANT, with coverage minimums and from insurance providers in compliance with VILLAGE requirements.

17. Electronic Transmissions: The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted by e-mail or facsimile machine, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted by e-mail or facsimile machine; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that an e-mail or facsimile transmission was used.

18. Certifications, Guarantees and Warranties: CONSULTANT shall not be required to sign any documents, no matter by who requested, that would result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions the existence of which the CONSULTANT cannot ascertain. The VILLAGE also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT signing any such certification as to unascertainable conditions.

BY SIGNATURE BELOW (WHICH MAY BE IN ELECTRONIC FORM), THE ABOVE GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY THE VILLAGE AND CONSULTANT:

consultant

By: James Folliard
Officer

4/26/2021
Date

Print Name: James Folliard

VILLAGE OF ORLAND PARK

By: [Signature]
Village Manager

4-29-21
Date

Print Name: George Koczwar

Village of Orland Park
Sole Source Request Form
Required for Purchases \$5,000 - \$24,999

Department Information Technology

Date 9/27/2024

Division (if applicable) _____

Description of Good/Service Insight - Mindsight deployment of INTUNE

Manufacturer or Supplier Insight Public Sector

Dollar Amount \$37,819.14 Co-op Purchasing Contract # 2024-0681 OMNIA PART

Have Adequate Funds Been Budgeted For This Purchase? Yes No

Account number(s) 1004000-442620 IT SERVICES

Section 1 - Sole Source Justification

A Sole Source Purchase is available from only one supplier and must meet at least one of the following criteria (check the appropriate box):

- One-of-a-Kind The commodity or service has no competitive product alternatives available on the market.
- Compatibility The commodity or service must match existing brand of equipment for compatibility.
- Replacement Part The commodity is a replacement part for a specific brand of existing equipment.
- Operation Continuity The commodity or service is needed to maintain operational continuity.
- Unique Design The commodity or service must meet physical design or quality requirements.
- Delivery Date Only one supplier can meet necessary delivery requirements.
- Emergency URGENT NEED for the item or service does not permit soliciting competitive bids.
- Other _____

Explain how your purchase of goods or services meets one or more of the above criteria for a valid sole source

Mindsight will assist with the migration and deployment of INTUNE management system through Insight Public Sector in two two phases for the Village for \$37,819.14 with a 5% contingency for a total amount not to exceed \$39,710.10.

Price Reasonableness

I determined that the price is reasonable for one of the following reasons:

Relevant documentation attached

- I compared the proposed price to prices I previously paid for the same or similar services.
- I compared the proposed price to current published catalog, price lists, or market prices as documented in the attachments.
- I compared the proposed price to rough yardsticks and did not discover significant inconsistencies that warrant additional inquiry.
- Based on my knowledge of the market, my experience of prior similar proposals, or knowledge imparted by technical experts.
- The price is set by law or regulations.
- Market research reveals that same or similar goods or services are available for a similar price.

Section 2 - Purchasing Authorization - (Section 1 of this form must be completed)

Purchase through Cooperative Purchasing (attach contract documentation)

- [State of Illinois Joint Purchase Program](#)
- [NWMC/Suburban Purchasing Cooperative](#)
- [The GSA Schedules](#)
- [Sourcewell](#)
- [Nat'l Association of State Procurement Officials \(NASPO\) ValuePoint](#)
- [Choice Partners Cooperative](#)
- [The Interlocal Purchasing System \(TIPS\)](#)
- [Purchasing Cooperative of America](#)
- [Good Buy Purchasing Cooperative](#)
- [Omnia Partners - Public Sector](#)
- [National Intergovernmental Purchasing Alliance](#)
- [The National Cooperative Purchasing Alliance](#)
- [HGACBuy](#)
- [Municipal Partnering Initiative \(MPI\)](#)
- [Midwestern Higher Education Compact](#)
- [National Purchasing Partners \(NPPGov\)](#)
- [1Government Procurement Alliance \(1GPA\)](#)
- [National BuyBoard \(BuyBoard\)](#)
- Other: _____

Approvals

Name	Signature	Date
Staff Contact Patricia Tracy	Patricia Tracy Digitally signed by Patricia Tracy Date: 2024.09.27 07:40:58 -05'00'	9/27/2024
Department Head Thaddeus Spencer	Thaddeus Spencer Digitally signed by Thaddeus Spencer Date: 2024.10.11 09:29:52 -05'00'	10/11/24

 **ORLAND PARK**
CERTIFICATE OF COMPLIANCE

The undersigned Liz Zager
(Enter Name of Person Making Certification)

as Controller
(Enter Title of Person Making Certification)

and on behalf of Tympani LLC dba Mindsight, certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes No

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

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

- Sole Proprietor
- Independent Contractor *(Individual)*
- Partnership
- LLC
- Corporation Illinois 12/19/2003
(State of Incorporation) (Date of Incorporation)

2) STATUS OF OWNERSHIP

Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*

- Minority-Owned Small Business *(SBA standards)*
- Women-Owned Prefer not to disclose
- Veteran-Owned Not Applicable
- Disabled-Owned

How are you certifying? Certificates Attached Self-Certifying

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.

- Minority-Owned Small Business *(SBA standards)*
- Women-Owned Prefer not to disclose
- Veteran-Owned Not Applicable
- Disabled-Owned

3) **ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS:** Yes No

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

4) **SEXUAL HARRASSMENT POLICY:** Yes No

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

5) **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE:** Yes No

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer 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 Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer'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 Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

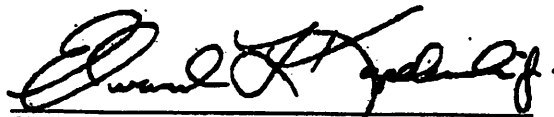
6) **TAX CERTIFICATION:** Yes [X] No []

Contractor is current 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.

7) **AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:



Signature of Authorized Officer

Edward L. Kapelinski

Name of Authorized Officer

Owner

Title

06/21/2024

Date

Contractual Risk Transfer Evaluation Summary

 Date 9/26/24

Vendor/Contractor Name: Typami LLC/DBA - Mindsight
 Contract/Project Name/ #: Purchase/Deploy InTune Management Software
 Contract Type: Contractor Prof. Svcs Goods Only MSA
 MSA Title _____
 Type of Work: Software
 Contract/Project Summary: **Purchase/Deploy InTune Management Software**
 Policy Expiration Date: 1/1/25

Required Coverages/Limits – Per Contract:
Compliant:

General Liability:	\$1 million	\$2 million General Agg.	Other:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Umbrella Liability:	\$1 million	\$2 million	Other: \$3M/\$3M	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Auto Liability:	\$1 million	Any Auto/Owned	Other:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Workers' Comp./ Employer Liability	\$500,000 Each Accident, Each Employee, Policy Limit		Other:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Prof. Liability:	\$1 million	\$2 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Env. Liability:	\$1 million	\$2 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Exc./Umb. Prof.				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Excess/Umb GL				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Cyber Liability:	\$500,000	\$1 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Builders Risk:	Completed Project Value		Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Other:	Tech E&O /Cyber Liability		Other: \$5M/\$5M	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA

Required Endorsements:

ISO Additional Insured Endorsement: (CG 20 10 or CG 20 26)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
ISO Additional Insured – Completed Operations (CG 20 37)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Broad Form Manuscript Add'l. Insd. Endorsement Reviewed/Acceptable Alternate Accepted Form: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Primary Additional Insured Coverage Provided - ISO CG 20 01 or Acceptable Alternate Accepted Form: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Waiver of Subrogation - General Liability	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Waiver of Subrogation – Workers' Compensation	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA

Additional Coverages/Revisions Approved:

 Orland Park Hold Harmless/Indemnity Agreement Accepted: Yes No

Per Village Contract

Notes / Additional Comments:

Goods Only Software Purchase

Contractual Risk Transfer: Acceptable Not Acceptable



VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org

Master

File Number: 2024-0681

File ID: 2024-0681	Type: MOTION	Status: PASSED
Version: 1	Reference:	Controlling Body: Board of Trustees
		File Created Date : 08/29/2024
Agenda Entry: Mindsight Consulting to Deploy Microsoft Intune and Autopilot		Final Action: 10/07/2024

Title: Mindsight Consulting to Deploy Microsoft Intune and Autopilot

Notes:

Agenda Date: 10/07/2024

Sponsors:

Res/Ord Date:

Attachments: Village of Orland Park - Microsoft Intune and Autopilot Deployment - SOW - r4

Res/Ord Number:

Drafter:

Hearing Date:

Department Contact:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Technology Department	08/29/2024	INTRODUCED TO COMMISSION	Technology Commission			
	Action Text: INTRODUCED TO COMMISSION to the Technology Commission						
0	Technology Department	09/18/2024	INTRODUCED TO BOARD	Board of Trustees			
	Action Text: INTRODUCED TO BOARD to the Board of Trustees						
1	Board of Trustees	10/07/2024	APPROVED				Pass
	Action Text: This matter was APPROVED on the Consent Agenda.						

Text of Legislative File 2024-0681

Title/Name/Summary

Mindsight Consulting to Deploy Microsoft Intune and Autopilot

History

The Village has a contract for O365 through Microsoft and last year the Village contracted with Mindsight to migrate users to the government tenant and deploy M365 for Village staff. The current project is phase two of the M365 deployment and includes utilizing Mindsight consulting to migrate Microsoft management systems from Microsoft SCCM to Microsoft Intune and to deploy autopilot.

The Technology Commission voted 6-0 at the September 4, 2024 Technology Commission meeting to move forward with the proposal from Mindsight at a cost of \$37,819.14 with a 5% contingency.

Financial Impact

The Village Board approved a budget of \$200,000 for the migration of O365 tenant and deployment and training of which \$46,000 was spent on the migration to M365. As DoIT has been doing a lot of the training in house, there is still \$100,000 available in the budget.

Recommended Action/Motion

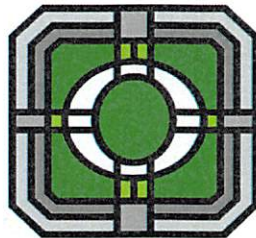
I move to approve the purchase with Insight Public Sector, Inc. through OMNIA Partners cooperative contract, for IT Products & Services #4400006644 for work to be performed by Mindsight for the quoted price of \$37,819.14 with an additional 5% contingency for a total amount not to exceed \$39,710.10;

AND

Authorize the Village Manager to execute all related contracts subject to Village Attorney review.

VILLAGE OF ORLAND PARK

*14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org*



Meeting Minutes

Monday, October 7, 2024

7:00 PM

Village Hall

Board of Trustees

*Village President Keith Pekau
Village Clerk Brian L. Gaspardo
Trustees, William R. Healy, Cynthia Nelson Katsenes, Michael R. Milani,
Sean Kampas, Brian Riordan and Joni Radaszewski*

2024-0681 Mindsight Consulting to Deploy Microsoft Intune and Autopilot

I move to approve the purchase with Insight Public Sector, Inc. through OMNIA Partners cooperative contract, for IT Products & Services #4400006644 for work to be performed by Mindsight for the quoted price of \$37,819.14 with an additional 5% contingency for a total amount not to exceed \$39,710.10;

AND

Authorize the Village Manager to execute all related contracts subject to Village Attorney review.

This matter was APPROVED on the Consent Agenda.

Respectfully Submitted,

/s/ Brian L. Gaspardo

Brian L. Gaspardo, Village Clerk



VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org

Master

File Number: 2024-0681

File ID: 2024-0681

Type: MOTION

Status: PASSED

Version: 1

Reference:

Controlling Body: Board of Trustees

File Created Date : 08/29/2024

Agenda Entry: Mindsight Consulting to Deploy Microsoft Intune and Autopilot

Final Action: 10/07/2024

Title: Mindsight Consulting to Deploy Microsoft Intune and Autopilot

Notes:

Agenda Date: 10/07/2024

Sponsors:

Res/Ord Date:

Attachments: Village of Orland Park - Microsoft Intune and Autopilot Deployment - SOW - r4

Res/Ord Number:

Drafter:

Hearing Date:

Department Contact:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Technology Department	08/29/2024	INTRODUCED TO COMMISSION	Technology Commission			
	Action Text: INTRODUCED TO COMMISSION to the Technology Commission						
0	Technology Department	09/18/2024	INTRODUCED TO BOARD	Board of Trustees			
	Action Text: INTRODUCED TO BOARD to the Board of Trustees						
1	Board of Trustees	10/07/2024	APPROVED				Pass
	Action Text: This matter was APPROVED on the Consent Agenda.						

Text of Legislative File 2024-0681

Title/Name/Summary

Mindsight Consulting to Deploy Microsoft Intune and Autopilot

History

The Village has a contract for O365 through Microsoft and last year the Village contracted with Mindsight to migrate users to the government tenant and deploy M365 for Village staff. The current project is phase two of the M365 deployment and includes utilizing Mindsight consulting to migrate Microsoft management systems from Microsoft SCCM to Microsoft Intune and to deploy autopilot.

The Technology Commission voted 6-0 at the September 4, 2024 Technology Commission meeting to move forward with the proposal from Mindsight at a cost of \$37,819.14 with a 5% contingency.

Financial Impact

The Village Board approved a budget of \$200,000 for the migration of O365 tenant and deployment and training of which \$46,000 was spent on the migration to M365. As DoIT has been doing a lot of the training in house, there is still \$100,000 available in the budget.

Recommended Action/Motion

I move to approve the purchase with Insight Public Sector, Inc. through OMNIA Partners cooperative contract, for IT Products & Services #4400006644 for work to be performed by Mindsight for the quoted price of \$37,819.14 with an additional 5% contingency for a total amount not to exceed \$39,710.10;

AND

Authorize the Village Manager to execute all related contracts subject to Village Attorney review.