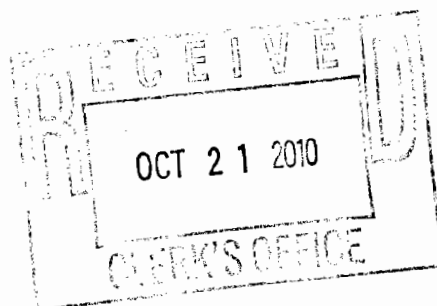


Clerk's Contract and Agreement Cover Page

Year: 2010 **Legistar File ID#:** 2010-0445
Multi Year: **Amount** \$26,875.88
Contract Type: Contractor's Form
Contractor's Name: CDW-Government
Contractor's AKA:
Execution Date: 10/13/2010
Termination Date:
Renewal Date:
Department: Administration/MIS
Originating Person: Mary Klinger
Contract Description: Microsoft Exchange E-Mail Upgrade and purchase



Thursday, October 21, 2010

PO 58120



Village of Orland Park

Exchange 2010 Accelerated Design and Pilot Implementation

Statement of Work

Version 1.0
August 2, 2010

Submitted By

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

Contributor

Jeff Stoffel

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This statement of work (“SOW”) is made and entered into this August 2, 2010 (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 SUMMARY

Seller understands your current messaging environment to consist of a single Exchange 2003 server supporting approximately 320 mailboxes. Seller also understands that you plan to deploy a single Exchange 2010 sever.

PROJECT SCOPE AND APPROACH

During the engagement we will utilize our experience with Microsoft Exchange 2010 to make recommendations on how to best utilize the technology to meet your objectives. In addition, we will leverage the knowledge gained through previous deployments to avoid potential issues.

This engagement will:

- Develop a clear vision of the high-level solution goals and constraints.
- Unify the project team behind a common vision.
- Determine the appropriate end-state Exchange 2010 design.
- Define sequence of tasks required for successful implementation.
- Implement and pilot the solution in the production environment
- Provide one or more detailed documents created specifically for Customer.

APPROACH

Seller will utilize a phased approach to achieving the goals outlined above. For the purpose of this SOW, the following phases will be utilized to achieve the objective stated above.

Figure 1 – Exchange 2010 Phases



PROJECT KICK-OFF MEETING

Prior to the kick-off, Seller will provide you with a Pre-Engagement Questionnaire. This document will be used to establish a working understanding of your current environment. Areas of focus include:

- Directory Services Infrastructure
- Network Topology
- Overview of current environment
- User population and distribution
- Administrative practices and procedures (including change control)

If this documentation currently exists and you are willing to provide it to the Seller, this can be submitted instead of the questionnaire.

Seller will begin with a project kick-off meeting with your core project team. The kick-off meeting will last approximately one hour and will include:

- Introductions of Customer and Seller team members
- Establishment of roles and the design workshop schedule
- Knowledge transfer and review of your company and vision
- Review of Pre-Engagement Questionnaire or equivalent and clarification of questions
- Review of design workshop goals
- Requirements definition

ASSESSMENT

In order to design a solution which meets your needs and preserve the essential functionality of the current solution, it is necessary to gain a thorough understanding of the current environment.

- Current State Inventory and Profile
 - Server Platform and geographic distribution
 - Client or end-point platform and geographic distribution
 - Features in use in the current environment
 - External or third party applications dependencies
- Identify Business and Technical Requirements for the new solution
 - Dependencies on functionality not available in Exchange 2010
 - Coexistence and integration requirements
 - Validate existing Service Level Agreements
- Analysis
 - Map requirements to Exchange 2010 capabilities
 - Identify requirements not met by Exchange 2010 and recommend potential alternatives

ACCELERATED DESIGN AND DEPLOYMENT PLANNING

The accelerated design engagement is intended for those customers whose primary motivation for deploying Exchange 2010 is to reproduce the functionality of their current messaging environment on the new platform. In order to accomplish this, Seller will utilize the results of the assessment of the current environment as the basis for the requirements of the new system. In those cases where Exchange 2010 provides functionality not present in the current environment, the default configuration will be used. To the greatest degree practical, the Exchange 2010 design will mirror the design of the current environment.

In particular; server placement, high availability, client configuration, and remote access functionality provided by the current environment will be utilized as the basis for the new environment.

The following topics are essential components to any Exchange 2010 deployment and will be addressed as during the creation of the design.

Environmental Dependencies

- Deployment Options and Dependencies
 - Active Directory and Namespace Integration
 - Servers Roles and Placement
- Mailbox Storage and Availability Design
 - System Availability
 - Storage Requirements
- Client Access
 - Name Space Design
 - Service Discovery & Remote Access
- Transport Design
 - Routing
 - Address Policies

In addition to the design work, a high level task list will be developed to establish the sequence of events for the implementation of the production system and the pilot.

- Task List
 - Work Items
 - Dependencies

PILOT

Seller will assist with the implementation and configuration of the Exchange 2010 infrastructure as designed in the Accelerated design session. Any testing requirements identified during the design or planning phases will be conducted at this time, prior to the pilot.

During the Pilot, directory, transport and calendar coexistence will be established between the current environment and the new Exchange infrastructure. Also the data transition processes will be validated and any necessary client reconfiguration will be documented.

For on-premises deployments, this will entail the installation of Exchange 2010 servers into the current Exchange organization and configuration guidance for existing mail routing and remote access solutions. Mailboxes will be moved to the new infrastructure and public folders will be replicated as necessary.

A typical hardware fault tolerant Exchange deployment will consist of four Exchange servers deployed in a single location. If hardware fault tolerance is not required then a single Exchange server will be deployed. Hardware specifications can be found in Appendix A.

Access from external networks will be provided using existing remote access infrastructure (VPN, Web Publishing/reverse proxy and/or terminal services). Monitoring, backup and recovery services will be implemented using the same infrastructure that provides these services to the current environment. Seller will provide guidance and recommendations for configuration changes to the existing environment to enable coexistence, but the implementation of these configuration changes will be the responsibility of Customer.

A pilot group not to exceed 50 mailboxes will be transitioned to the new environment. This pilot period will be used to refine and validate the transition process and gather feedback on the impact to end users.

CLOSURE

A closure meeting will be held with Seller at the conclusion of the project to verify that all of your business and technical requirements have been satisfied. Formal transfer of documentation items to be provided, listed in Table 1, will also occur at this meeting.

OUT OF SCOPE

Services not specified in this SOW are considered out-of-scope and will be addressed with a separate SOW or Change Order. Specific tasks outside this SOW include, but are not limited to:

1. Formal Training
2. Process and/or Build Documentation
3. Implementation of features not present in the current solution

ITEM(S) PROVIDED BY SELLER

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

Table 1 – Items to be Provided

Item	Description	Format
Exchange 2010 Design Summary	Diagram depicting the end state Exchange 2010 Solution. Task list defining the sequence and dependencies of the tests required to implement the solution	PDF

PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

- **Kickoff Meeting.** Review SOW including project objectives and schedule, logistics, identify and confirm project participants and discuss project prerequisites.

- **Project Schedule or Plan.** A project schedule that details the schedule and resources assigned to the project.
- **Weekly Status Meetings and Reports.** Status meetings will be conducted on a weekly basis. During these meetings, the Seller and you will discuss action items, tasks completed, tasks outstanding, issues and conduct a budget review.
- **Change Management.** When a change to a project occurs, the Seller's project change control process will be utilized.
- **Project Closure Meeting.** The project team will meet to recap the project activities, provide required documentation, discuss any next steps, and formally close the project.

PROJECT ASSUMPTIONS

1. The internal/corporate network utilizes a single, continuous, fully routable private address space. Internal clients have direct access to internal servers. Internal systems are not directly accessible from public networks. External clients must establish connections to secure intermediary device which will proxy or route connections to internal resources on the clients' behalf (VPN, Terminal Server, reverse proxy, etc).
2. The internal DNS name space used for server FQDNs is registered by your business and/or you are able to procure certificates from a certificate authority, trusted by client systems and devices that matches the FQDN of internal servers.
3. The configuration and management of all systems which will be involved in the deployment are under the control of your organization, either directly or through a third party.
4. CDW may request configuration changes to these devices and you will implement these changes pending established change control procedures.
5. All hardware and software that will be implemented as part of this project or that will be configured during the course of this project is covered under a vendor approved support contract.
6. All Exchange Servers are running version 2003 or later.
7. All Outlook users will have a unique Active Directory User Account which they will use to login to a unique desktop user profile.

CUSTOMER RESPONSIBILITIES

1. There are at least two Active Directory Global Catalog servers, located in the site where the components will be installed, running Windows Server 2003 SP1 or later. These servers currently average less than 50% processor utilization during peak times. The domain and forest functional levels are at least Windows Server 2003 native.
2. The Exchange Organization is in Native Mode
3. All Exchange 2003 Servers are running Service Pack 2 or later
4. All Exchange 2007 Servers are running Service Pack 2 or later
5. All servers (physical or virtual) and network devices to be utilized in the deployment will be procured, assembled, installed and configured with the base operating system and network configuration prior to CDW consultants beginning work on those systems.

6. All software media and corresponding licenses and/or product keys will be provided prior to CDW consultants configuring these products.
7. All required certificates will be procured prior to deployment and will be provided to the CDW consultant(s) or will be installed by your staff under the supervision of the CDW consultant(s).
8. If the deployment of the solution drives configuration changes and/or upgrades other systems in environment, including but not limited to backup software, anti-spam/antivirus, security/firewall, and/or other gateway products, these changes and the associated costs are not the responsibility of CDW.
9. CDW consultants will provide guidance on client configuration, but will not be responsible for the installation of software or configuration of client devices.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, together will 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

CONSULTANT FEES

Customer will be billed on a Time and Materials basis, and invoice(s) will reflect the total of all fees due and payable under this SOW ("**Total Fees**"). The Total Fees include both fees for Seller personnel's time ("**Consultant Fees**") and other related costs and fees, if any ("**Seller Expenses**"). Unless otherwise specified herein, taxes will be invoiced but are not included in any numbers or calculations provided in this SOW.

The invoice amount of Consultant Fees will equal the hours actually worked ("**Consultant Hours**") times the rate applicable for the consultant ("**Hourly Rate**") (see Table 2 below).

The Total Estimated Consultant Fees of \$7,670 is merely an *estimate* and does not represent a *fixed fee*. Neither the Estimated Consultant Hours of 50 nor the Estimated Consultant Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

Table 2 – Project Fees

Consultant	Function	Hourly Rate
Senior Engineer	Exchange Accelerated Design and Pilot	\$155
Project Manager	Project Management	\$135

Table 3 – Estimated Cost by Phase

Phase	Cost
Assessment	\$ 620.00
Accelerated Design and Planning	\$ 1,860.00
Build and Pilot	\$ 4,650.00
Project Management	\$ 540.00
Total	\$ 7,670.00

The rates presented in Table 2 apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). For scheduled Services that are *not* performed during Standard Business Hours, Consultant Fees will be calculated at 150% of the Hourly Rates. For any *unscheduled* (i.e., emergency) Services performed at any time of the day, Consultant Fees will be calculated at 200% of the Hourly Rates.

When Services are performed at any Customer-Designated Location(s) (as defined below), Consultant Hours will be measured in one (1) hour increments with a minimum of four (4) hours billed for each day. When Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the "Seller Expenses" section below).

When Services are performed remotely, time will be calculated in one (1) hour increments with a minimum of one (1) hour each day.

Upon notice to Customer, Seller may adjust the rates above, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates above only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

SELLER 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.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("Customer-Designated Sites"):

Table 3 – Customer-Designated Sites

Location Name	Physical Address	Type(s) of Service(s)
Village of Orland Park	Orland Park, IL	Assessment and Design Configuration Implementation Project Management

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 for any time Seller's thereby idled or reassigned personnel would have spent on the project (calculated according to the rates specified under Professional Services Fees).
3. Seller may invoice Customer for any additional or different services prompted by Customer's inability to timely provide the Customer Components.
4. Customer will provide in advance and in writing, and Seller will follow, all applicable Customer safety and security rules and procedures.
5. Customer will secure and maintain the confidentiality of all Seller personnel information.
6. When Services are performed at a Customer-Designated Location, the site will be secure; Seller is not responsible for lost or stolen equipment.
7. Seller has the right to terminate this SOW upon notice to Customer.

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. This SOW can be terminated by Seller without cause upon at least fourteen (14) days' advance written notice.

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.

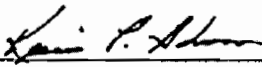
MISCELLANEOUS AND SIGNATURES

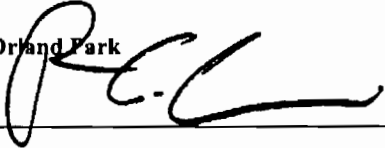
This SOW shall be governed by Seller's "Terms and Conditions of Product Sales and Service Projects", accessed via the "Terms & Conditions" link at www.cdwg.com (the "Agreement"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in 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

Village of Orland Park

By: 
signature

By: 
signature

Name: Kevin P. Adams
Title: V.P. of Program Management
703.624.8255
Phone: kevin.adams@cdw.com
E-mail:
Date: 10/13/2010

Name: Paul G. Grimes
Title: Village Manager
Phone: 708-403-6155
E-mail: pgrimes@orland-park.il.us
Date: 9-28-10

Mailing Address:

230 N. Milwaukee Ave.
Vernon Hills, IL 60061

Mailing Address:

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

Billing Contact: Barb O'Brien
Accts Payable
Street: 14700 S. Ravinia Ave
City/ST/ZIP: Orland Park, IL 60462

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

Seller Services Manager Erick Means
TC 1.0.000209 Standard

Contact: Wern Johnson
708-403-6210
wjohnson@orland-park.il.us





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/24/2010

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).

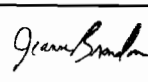
PRODUCER Technology - (415) 374-2000 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 305 Walnut Street Redwood City, CA 94063-1731	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No):	
	E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: CDWLLC	
INSURED CDW Government LLC 230 North Milwaukee Avenue Vernon Hills, IL 60061	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Property Casualty Company of America	NAIC # 25674
	INSURER B: Charter Oak Fire Insurance Co.	NAIC # 25615
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1811296 **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"/> PROJECT <input type="checkbox"/> LOC	X	X	H6600252P993TIL09	10/01/2009	10/01/2010	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 - COMP/OP AGG \$ 2,000,000 \$								
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	Domestic Auto - BA0239P10A09TEC	10/01/2009	10/01/2010	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 DEDUCTIBLE RETENTION \$			TE01202220	10/01/2009	10/01/2010	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <table style="float: right; margin-left: 20px;"> <tr> <td>Y/N</td> <td>N/A</td> </tr> <tr> <td><input checked="" type="checkbox"/> N</td> <td></td> </tr> </table>	Y/N	N/A	<input checked="" type="checkbox"/> N			X	TRJUB281K843509	10/01/2009	10/01/2010	<table style="float: right; margin-left: 20px;"> <tr> <td><input checked="" type="checkbox"/></td> <td>WC STATUTORY LIMITS</td> <td><input type="checkbox"/></td> <td>OTHER</td> </tr> </table> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	<input checked="" type="checkbox"/>	WC STATUTORY LIMITS	<input type="checkbox"/>	OTHER
Y/N	N/A														
<input checked="" type="checkbox"/> N															
<input checked="" type="checkbox"/>	WC STATUTORY LIMITS	<input type="checkbox"/>	OTHER												
A	Errors & Omissions - Claims Made & Reported		X	TE01202221	10/01/2009	10/01/2010	\$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)
 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 
--	---

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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: 708-403-6155

E-mail: pgrimes@orland-park.il.us

Date: 9-28-10

Mailing Address:

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

Billing Contact: Barb O'Brien
Accts Payable
Street: 14700 S. Ravinia Ave
City/ST/ZIP: Orland Park, IL 60462

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

Seller Services Manager _____
TC 1.0.000209 Standard

Contact: Wern Johnson
708-403-6210
wjohnson@orland-park.il.us

DATE: September 20, 2010

REQUEST FOR BOARD ACTION

File Number: **2010-0445**
Orig. Department: **Village Manager**
File Name: **Microsoft Exchange E-Mail Upgrade - Purchase Approval**

BACKGROUND:

The MIS Division has included funds in the 2010 fiscal year budget to upgrade the software used to manage the Village's E-mail system, Microsoft Exchange. Mainstream support has ended for the existing 2003 version and by upgrading to the 2010 version, we will be sure to receive the latest security and service updates. Several enhancements and improved features are included in the 2010 version as well.

State of Illinois contract pricing for Microsoft products is available through CDW of Vernon Hills, Illinois.

311 E-Mail and server user licenses	\$18,743.97	
MS Exchange Server Standard 2010 base license	\$	440.91
MS Exchange 2010 Media	\$	21.00
Exchange 2010 Design and Implementation Services (CDW)		\$ 7,670.00

Total		\$26,875.88

On September 7, 2010, this item was reviewed and approved by the Finance Committee and referred to the Board for approval.

BUDGET IMPACT:

The amount budgeted to purchase the software and for implementation services is \$27,468.00.

REQUESTED ACTION:

I move to approve the purchase of the Microsoft Exchange 2010 software and services from CDW in an amount not to exceed \$26,875.88.



**The Right Technology.
Right Away.™**

www.CDWG.com
800-808-4239

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
VKS5640	9124790	8/25/2010

NORM JOHNSON
B 14700 S RAVINIA AVE
L
L VILLAGE OF ORLAND PARK
T ORLAND PARK, IL 60462-3134
O

VILLAGE OF ORLAND PARK
S 14700 S RAVINIA AVE
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I
P NORM JOHNSON
ORLAND PARK, IL 60462-3167
T Contact: NORM JOHNSON 708-403-6210
O

Customer Phone # 7084036210

Customer P.O.# CALS

QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
JOHN SACHASCHIK 866-339-5849	ELECTRONIC DISTRIB	Request Terms	GOVT-EXEMPT

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
311	1416974	MS SLD WIN SRV DCAL 2008 Mfg#: MLD-R18-02830 Contract: IL MICROSOFT SOFTWARE SELECT CMS5003360	18.24	5672.64
311	1918312	MS SLD EXCH STD DCAL 2010 Mfg#: MLD-381-04224 Contract: IL MICROSOFT SOFTWARE SELECT CMS5003360	42.03	13071.33
			SUBTOTAL	18743.97
			FREIGHT	.00
			SALES TAX	.00

TOTAL ▶	US Currency 18,743.97
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CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061
General Phone: 847-371-5000 Fax: 847-419-6200
Account Manager's Direct Fax: 312-705-9144

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
VKW8712	9124790	8/25/2010

B NORM JOHNSON
I 14700 S RAVINIA AVE
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O Contact: NORM JOHNSON 708-403-6210

Customer Phone # 7084036210

Customer P.O.# EXCHANGE QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
JOHN SACHASCHIK 866-339-5849	ELECTRONIC DISTRIB	Request Terms	GOVT-EXEMPT

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1918311	MS SLD EXCH SRV STD 2010 Mfg#: MLD-312-04070 Contract: IL MICROSOFT SOFTWARE SELECT CMS5003360	440.91	440.91
		SUBTOTAL		440.91
		FREIGHT		.00
		SALES TAX		.00

TOTAL 	US Currency 440.91
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CDW Government
 230 North Milwaukee Ave.
 Vernon Hills, IL 60061
 General Phone: 847-371-5000 Fax: 847-419-6200
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SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
VKW8902	9124790	8/25/2010

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Customer Phone # 7084036210

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P NORM JOHNSON
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Customer P.O. # MEDIA QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
JOHN SACHASCHIK 866-339-5849	DROP SHIP-GROUND	Request Terms	GOVT-EXEMPT

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1921774	MS WWF EXCH SRV STD 2010 DVD Mfg#: MWF-312-04009 Contract: MARKET	21.00	21.00
		SUBTOTAL		21.00
		FREIGHT		.00
		SALES TAX		.00

TOTAL ▶	US Currency 21.00
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CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061
General Phone: 847-371-5000 Fax: 847-419-6200
Account Manager's Direct Fax: 312-705-9144

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Suite 1515
Chicago, IL 60675-1515