



# DU PAGE COUNTY

## Human Services

### Final Regular Meeting Agenda

421 N. COUNTY FARM ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**Tuesday, April 4, 2023**

**9:30 AM**

**Room 3500A**

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**1. CALL TO ORDER**

**2. ROLL CALL**

**3. PUBLIC COMMENT**

**4. CHAIR REMARKS - CHAIR SCHWARZE**

**5. APPROVAL OF MINUTES**

5.A. [23-1414](#)

Human Services Committee - Regular Meeting - Tuesday, March 21, 2023

**6. COMMUNITY SERVICES - MARY KEATING**

6.A. [HS-R-0043-23](#)

Authorization to Apply for FFY 2022 and FFY 2023 Section 5310 Grant Funds from the Regional Transportation Authority.

**7. DUPAGE CARE CENTER - JANELLE CHADWICK**

7.A. [FI-R-0104-23](#)

Acceptance of an Extension of Time for the DuPage Care Center Foundation Music Therapy Grant FY22, Company 5000 - Accounting Unit 2120, through November 30, 2024. (Care Center)

7.B. [FI-R-0105-23](#)

Acceptance of an Extension of Time for the DuPage Care Center Foundation Recreation Therapy Grant FY22, Company 5000 - Accounting Unit 2120, through November 30, 2024. (Care Center)

7.C. [FI-R-0106-23](#)

Acceptance and Appropriation of the DuPage Care Center Foundation Recreation Therapy Grant FY23, Company 5000 - Accounting Unit 2120, \$21,173. (Care Center)

7.D. [FI-R-0107-23](#)

Acceptance and Appropriation of the DuPage Care Center Foundation - Foundation Coordinator Grant PY23, Company 5000 - Accounting Unit 2120, \$28,474. (Care Center)

7.E. [HS-P-0053-23](#)

Recommendation for the approval a contract purchase order to Brightstar Care of Central DuPage, to provide supplemental staffing, for the DuPage Care Center, for the period April 13, 2023 through April 12, 2024, for a total contract amount not to exceed \$450,000; per renewal under Proposal #21-006-CARE, second of three (3) one (1) year optional renewals. (Partial ARPA Item)

7.F. [HS-P-0054-23](#)

Recommendation for the approval a contract purchase order to Maxim Healthcare Services, Inc., to provide supplemental nursing staffing, for the DuPage Care Center, for the period of April 13, 2023 through April 12, 2024, for a total contract amount not to exceed \$120,000; per renewal under Proposal #21-006-CARE, second of three (3) one (1) year optional renewals (Partial ARPA Item)

7.G. [HS-P-0055-23](#)

Recommendation for the approval a contract purchase order to Novastaff Healthcare Services, Inc., to provide supplemental nursing staffing, for the DuPage Care Center, for the period of April 13, 2023 through April 12, 2024, for a total contract amount not to exceed \$950,000; per renewal under Proposal #21-006-CARE, second of three (3) one (1) year optional renewals. (Partial ARPA Item)

7.H. [HS-R-0044-23](#)

Recommendation for the approval of a contract to Yami Vending, Inc., for managing beverage and snack vending machines at various locations on the DuPage County Campus, for the period of April 5, 2023 through March 31, 2024, per bid #20-012-CARE, second and final of 2 one-year optional renewals. (Yami Vending, Inc. pays DuPage Care Center 24% profit and \$5,000 payment for year 3).

7.I. [23-1389](#)

Recommendation for the approval of a contract purchase order to Medline Industries, Inc., to furnish and deliver S400 portable disinfection devices, for the DuPage Care Center, for the period April 5, 2023 through November 30, 2023, for a total contract amount not to exceed \$19,975; pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157. (ARPA Item)

7.J. [23-1390](#)

Recommendation for the approval of a contract purchase order to Redsail Technologies, LLC, for software and software maintenance for the data system in the Pharmacy Department, for the period of May 1, 2023 through April 30, 2024, for a total contract not to exceed \$17,000; per 55 ILCS 5/5-1022 "Competitive Bids" (C) not suitable for competitive bidding.

7.K. [23-1391](#)

Recommendation for the approval of a contract purchase order to Seqirus USA, Inc., for flu vaccinations, for the DuPage Care Center Residents, for the period of April 5, 2023 through April 4, 2024, for a total contract amount not to exceed \$17,390.48.

**8. BUDGET TRANSFERS****8.A. [23-1392](#)**

Budget Transfer to cover budget shortages in overtime, benefit payments, IT equipment-small value, supplies, dues and memberships, and printing costs for the LIHEAP Grant AU1420. \$37,500. (Community Services)

**9. TRAVEL****9.A. [23-1393](#)**

Travel Request for Database and Report Specialist to attend the Wellsky Services Homeless Management Information System (HMIS) training to support HMIS and Continuum of Care staff to further address reporting and data needs. Travel to convene June 11, 2023 through June 15, 2023, in Overland Park, Kansas. Expenses to include registration transportation, lodging, and per diems for approximate total of \$2,817.50. Grant funded. (Community Services)

**9.B. [23-1394](#)**

Senior Services Manager to attend the mandatory Regional Ombudsman Quarterly Meeting and Long-Term Care Advisory Group Meeting in Springfield, Illinois, from April 18, 2023 through April 20, 2023. Expenses to include, lodging, miscellaneous expenses (parking, mileage, etc.), and per diems, for approximate total of \$560. Senior Services grant funded. (Community Services)

**9.C. [23-1407](#)**

Community Services Administrator to attend the United Way 211 meeting to discuss future state funding for 211 and potential marketing for 211 in DuPage County. Meetings will be held in Springfield, Illinois from April 27, 2023 through April 28, 2023. Expenses to include lodging, miscellaneous expenses (parking, mileage, etc.), and per diems, for approximate total of \$460.50. CSBG grant funded. (Community Services)

**10. CONSENT ITEMS****10.A. [23-1395](#)**

Amendment to contract purchase order 6328-0001 SERV, issued to SpotOn Enterprises, for the period March 1, 2023 through February 28, 2026, for changes made to the original contract agreement, reviewed and approved by State's Attorney's Office.

**10.B. [23-1396](#)**

Decrease and close contract (5093-0001) issued to Accounting Principals, Inc. dba Ajilon, in the amount of \$139,999.00 - Contract expired.

**10.C. [23-1397](#)**

Decrease and close contract (5569-0001) issued to AirGas, USA, in the amount of \$11,606.94 - Contract expired.

**10.D. [23-1398](#)**

Decrease and close contract (441-0001) issued to CareVoyant, Inc. in the amount of \$109,119.00 - Contract expired.

10.E. [23-1399](#)

Decrease and close contract (5650-0001) issued to Home Depot Pro, in the amount of \$97,513.67 - Contract expired.

10.F. [23-1400](#)

Decrease and close contract (5436-0001) issued to Lifescan Labs, in the amount of \$15,489.84 - Contract expired.

10.G. [23-1401](#)

Decrease and close contract (5258-0001), issued to McKesson Medical Surgical Government Solutions LLC, in the amount of \$94,268.80 - Contract expired.

10.H. [23-1402](#)

Decrease and close contract (5664-0001) issued to Music Speaks, in the amount of \$19,835.76 - Contract expired.

10.I. [23-1403](#)

Decrease and close contract (5263-0001) issued to Northwestern Medicine Regional Medical Group, in the amount of \$13,144.45 - Contract expired.

10.J. [23-1404](#)

Decrease and close contract (5586-0001), issued to Symbria Rehab, Inc. in the amount of \$332,185.61 - Contract expired.

10.K. [23-1405](#)

Decrease and close contract (5257-0001) issued to Sysco Chicago, Inc., in the amount of \$206,184.07 - Contract expired.

10.L. [23-1406](#)

Decrease and close contract (5011-0001) issued to Valdes, LLC in the amount of \$40,138.53 - Contract expired.

**11. RESIDENCY WAIVERS - JANELLE CHADWICK****12. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK****13. COMMUNITY SERVICES UPDATE - MARY KEATING****14. OLD BUSINESS****15. NEW BUSINESS****16. ADJOURNMENT**





## Minutes

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #: 23-1414**

**Agenda Date: 4/4/2023**

**Agenda #: 5.A.**

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# DU PAGE COUNTY

## Human Services

### Final Summary

421 N. COUNTY FARM ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**Tuesday, March 21, 2023**

**9:30 AM**

**Room 3500A**

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**1. CALL TO ORDER**

9:30 AM meeting was called to order by Chair Greg Schwarze at 9:30 AM.

**2. ROLL CALL**

In attendance at the meeting were Assistant State's Attorneys Paul Bruckner and Renee Zerante, County Board Members Yeena Yoo and Patty Gustin, Community Services Administrators Natasha Belli and Gina Strafford-Ahmed, Buyer Valerie Calvente, and Mary Keating, Director of Community Services.

<b>PRESENT</b>	Childress, DeSart, Galassi, Garcia, LaPlante, and Schwarze
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**3. PUBLIC COMMENT**

No public comments were offered.

**4. CHAIR REMARKS - CHAIR SCHWARZE**

Chair Schwarze welcomed County Board Members Patty Gustin and Yeena Yoo to the meeting. The Chair deferred to Member Galassi. Ms. Galassi presented five AP Government students from Hinsdale Central High School. A class requirement is to shadow an elected official for eight hours and they selected Member Galassi. Ms. Galassi met with the students Monday night in which she explained the process. She concluded by saying the students have been great to work with and she is honored to have them here.

Chair Schwarze stated that he met with four of the larger food pantries in our area, along with Mary Keating and Vice Chair Garcia. As a background, Chair Schwarze explained the County Board earmarked \$5M for food assistance last year. \$2.75M was appropriated to food pantries in 2022 with \$2.25M in reserve. Mr. Schwarze, Ms. Garcia, and Ms. Keating met with Loaves and Fishes Community Services, People's Resource Center, Neighborhood Food Pantries, and West Suburban Community Pantry seeking their input related to the allocation of the remaining \$2.25M. They will meet with Northern Illinois Food Bank next week and then some of the smaller food pantries after that to share ideas relating to the allocation of the remaining \$2.25M. Chair Schwarze announced the 19th Annual DuPage Care Center Foundation Golf Outing and Dinner will be held on June 16, in partnership with the Tony Reyes Family Foundation at Prairie Landing Golf Club in West Chicago. The event includes lunch, 18 holes of golf, a raffle and dinner, all for the benefit of the 300 plus individuals that call the Care Center home. This year is exceptionally exciting as we look forward to the Care Center renovations. Lunch begins at noon, with a shotgun golf start at 1:00 p.m. followed by dinner at 6:00 p.m., when they will announce the raffles. Early bird registration is now available through April 28. Golf and dinner are \$225 per person, dinner only is \$50. Individuals can register at [dpccfoundation.org](http://dpccfoundation.org). The handout flyer is attached hereto and made part of the minutes packet.

[23-1280](#)

19th Annual DuPage Care Center Foundation Golf Outing and Dinner

**5. APPROVAL OF MINUTES**

Member Childress stepped out of the meeting during the previous minutes vote.

**5.A. [23-1197](#)**

Human Services - Regular Meeting - Tuesday, March 7, 2023

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Lynn LaPlante

**6. COMMUNITY SERVICES - MARY KEATING****6.A. [FI-R-0097-23](#)**

Acceptance and Appropriation of the Thirty-Fifth (35th) Year Emergency Solutions Grant FY23, Company 5000 - Accounting Unit 1470, \$288,247. (Community Services)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Michael Childress

**6.B. [FI-R-0098-23](#)**

Acceptance and Appropriation of the Thirty-Second (32nd) Year Home Investment Partnerships Grant FY23, Company 5000 - Accounting Unit 1450, \$2,095,389. (Community Services)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Michael Childress
<b>SECONDER:</b>	Paula Garcia

**6.C. [FI-R-0099-23](#)**

Acceptance and Appropriation of the Forty-Ninth (49th) Year Community Development Block Grant FY23, Company 5000 - Accounting Unit 1440, \$3,663,480. (Community Services)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Michael Childress

**7. DUPAGE CARE CENTER - JANELLE CHADWICK****7.A. [HS-P-0052-23](#)**

Recommendation for the approval of a contract purchase order to Ecolab, Inc., for Laundry Chemicals, for the DuPage Care Center, for the period April 24, 2023 through April 23, 2024, for a total contract not to exceed \$32,000; per bid #23-028-DCC.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Michael Childress
<b>SECONDER:</b>	Kari Galassi

**7.B. [23-1198](#)**

HHS-P-0130A-22 Amendment to Resolution HHS-P-0130-22, issued to Brightstar Care of Central DuPage, for Supplemental Nursing Staffing, for the DuPage Care Center, for the period April 13, 2022 through April 12, 2023, to increase encumbrance in the amount of \$44,760, an 11.36% increase. (5756-0001 SERV)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Michael Childress
<b>SECONDER:</b>	Kari Galassi

**7.C. [23-1199](#)**

HHS-P-0128A-22 Amendment to HHS-P-0128-22, contract purchase order 5758-0001 SERV, issued to Novastaff Healthcare Services, for supplemental Nursing staffing, for the period April 13, 2022 through April 12, 2023, to increase encumbrance in the amount of \$50,000, resulting in a new contract total of \$964,000, a 5.47% increase. (ARPA ITEM)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Michael Childress
<b>SECONDER:</b>	Paula Garcia

7.D. [23-1200](#)

Recommendation for the approval of a contract purchase order to McKesson Medical Surgical Government Solutions, to furnish and deliver Connex Spot Vital Sign Monitors and Mobile Work Stands with Baskets, for the DuPage Care Center, for the period March 22, 2023 through November 30, 2023, for a contract total not to exceed \$24,706.71; per MMCAP Cooperative Purchasing Agreement. (ARPA ITEM)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Lynn LaPlante
<b>SECONDER:</b>	Kari Galassi
<b>AYES:</b>	Childress, DeSart, Galassi, Garcia, LaPlante, and Schwarze

## 8. BUDGET TRANSFERS

8.A. [23-1201](#)

Budget Transfer to transfer funds to cover the cost for a case manager contract, mileage incurred for the Ombudsman program, and for printing of materials for the Seniors program, with newly approved Federal funding. Expenses were originally budgeted for in the state funding budget of 5000-1720 \$20,000. (Community Services)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Michael Childress

## 9. TRAVEL

9.A. [23-1202](#)

Community Services Administrator to attend the annual Illinois Association of Community Action Agencies (IACAA) Learning Conference in Springfield, Illinois from April 30, 2023 through May 2, 2023. Expenses to include registration, lodging, miscellaneous expenses (parking, mileage, etc.), and per diems for approximate total of \$1,282. Note: Registration cost includes Family of Distinction event Administrator, Case Manager, Coordinator and FoD Family head of household. CSBG grant funded.

<b>RESULT:</b>	APPROVED AT COMMITTEE
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Michael Childress

9.B. [23-1203](#)

Family Self Sufficiency Case Manager to attend the annual Illinois Association of Community Action Agencies (IACAA) Family's of Distinction Award Ceremony in Springfield, Illinois from April 30, 2023 through May 1, 2023. Expenses to include lodging, miscellaneous expenses (parking, mileage, etc.), and per diems for approximate total of \$441. Registration cost included in Administrator's total. CSBG grant funded. (Community Services)

**RESULT:** APPROVED AT COMMITTEE

**MOVER:** Paula Garcia

**SECONDER:** Kari Galassi

9.C. [23-1204](#)

Community Services Manager to attend the National Alliance of Information and Referral 2023 Training Conference in Orlando, Florida from July 30, 2023 through August 2, 2023. Expenses to include registration, transportation, lodging, miscellaneous expenses (parking, mileage, etc.), and per diems for approximate total of \$1,986. CSBG grant funded.

**RESULT:** APPROVED AT COMMITTEE

**MOVER:** Paula Garcia

**SECONDER:** Michael Childress

9.D. [23-1205](#)

Community Services Director to attend the NACo Board of Directors meeting in St. George County, Utah, from May 15, 2023 through May 19, 2023. Expenses to include registration, transportation, lodging, miscellaneous expenses (parking, mileage, etc.), and per diems for approximate total of \$2,840.50.

**RESULT:** APPROVED AT COMMITTEE

**MOVER:** Dawn DeSart

**SECONDER:** Michael Childress

9.E. [23-1206](#)

Case Manager Coordinator to attend the annual Illinois Association of Community Action Agencies (IACAA) Family's of Distinction Award Ceremony in Springfield, Illinois from April 30, 2023 through May 1, 2023. Expenses to include lodging, miscellaneous expenses (parking, mileage, etc.), and per diems for approximate total of \$441.90. Registration cost included in Administrator's total. (Community Services)

<b>RESULT:</b>	APPROVED AT COMMITTEE
<b>MOVER:</b>	Michael Childress
<b>SECONDER:</b>	Paula Garcia

## 10. CONSENT ITEMS

10.A. [23-1207](#)

Decrease contract 5759-0001 SERV, issued to Maxim Healthcare Services, in the amount of \$371,311.28. This decrease will offset the increases to two other supplemental staffing contracts. (5759-0001)

<b>RESULT:</b>	APPROVED AT COMMITTEE
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Paula Garcia

## 11. INFORMATIONAL

11.A. [23-1208](#)

GPN 016-23: Weatherization Department of Energy (DOE) Bipartisan Infrastructure Law (BIL) Grant FY23 - Illinois Department of Commerce and Economic Opportunity - U.S. Department of Energy - \$1,074,096. (Community Services)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Lynn LaPlante

11.B. [23-1209](#)

GPN 017-23: LIHEAP HHS Supplemental Grant PY2023 - Illinois Department of Commerce and Economic Opportunity - U.S. Department of Health and Human Services - \$1,118,000. (Community Services)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Lynn LaPlante

**12. RESIDENCY WAIVERS - JANELLE CHADWICK**

No residency waivers were offered.

**13. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK**

Janelle Chadwick, Administrator of the DuPage Care Center, stated there are currently no covid cases at the Care Center. However, there are multiple cases of Human Metapneumovirus (hMPV) on one unit. The virus is a respiratory virus that impacts the immunocompromised, similar to the Respiratory Syncytial Virus (RSV). Staff are in close communication with the Illinois Department of Public Health and the DuPage County Health Department. The Care Center infection control practice is on a high level, staff are wearing full PPE, and monitoring and isolating the infected individuals.

Ms. Chadwick updated the committee on the Care Center renovation, stating they are nearing completion on the Certificate of Need. The Certificate should be complete this week, in plenty of time to submit the paperwork within the required 60 days prior to the Health Facilities Planning & Review Board's quarterly meeting in June. The Illinois Department of Public Health (IDPH) oversees health facilities and other entities with projects related to renovation or new build. Due to the size of the Care Center, the IDPH determined the Care Center must complete the Certificate of Need. The architecture firm hired a consultant to assist that is very well versed in this submission.

Member DeSart referred to an article in the Health in the Headlines publication from the DuPage County Health Department regarding proposed legislation in several states against staffing agencies price gouging during the pandemic, which was a declared emergency. A New York bill includes a cap on the amount staffing agencies can charge health agencies. Ms. DeSart expressed her concerns that the Care Center is not being price gouged by the supplemental staffing agencies. Ms. Chadwick responded, stating one of the big things coming through with legislation is that the Care Center can now hire individuals from that agency. There used to be a non-compete clause or they had to buy them out, which was tens of thousands of dollars. For instance, the CNA tenure payment hourly rate increase has enticed agency staff to want to work at the Care Center, and with new legislation they no longer are required to buy them out. The Care Center staff is working with Procurement to help drive down the rates as much as possible.



**14. COMMUNITY SERVICES UPDATE - MARY KEATING**

Mary Keating, Director of Community Services, explained the Department of Energy (DOE) Bipartisan Infrastructure Law (BIL) provided additional funding for the Weatherization program. Ms. Keating was pleased to see the federal government is continuing to support the programs we provide and continues to fund them.

Gina Strafford Ahmed, Administrator for Intake and Referral, spoke regarding the travel requests to the Family of Distinction Award Ceremony. She stated that for the last fifteen years the Illinois Association of Community Action Agencies (IACAA) has held an awards ceremony that honors families that have graduated out of case management programs. Community Services has nominated individuals for the last ten years, winning a distinction every year. Thirty-six agencies have nominated fifteen families in categories that include success in health, employment, and income. The recipients will be selected by the community action agencies that serve on the IACAA Board. Ms. Strafford-Ahmed hopes to feature the recipient in the Community Services' Annual Report and the at CSBG Advisory Board. The ceremony will be held on April 30, 2023, at the Crown Plaza in Springfield. The cost of the family to attend is provided by the CSBG grant.

Ms. Keating updated the committee on the small agency grant program, stating they will submit the appropriation resolution next week. The County Board will not be asked to approve the application in case there are edits needed along the way. The agency recipients will complete individual agreements, which will be consolidated to a single agreement with the names of the agencies and their list of projects to be submitted to the Committee and County Board.

Ms. Keating expects the application period to open early to mid-April and close at the end of May. The intent will be for the board to have their recommendations by the July meeting or first meeting in August to avoid entering into the heavy budget preparation period.

Ms. Keating added that funding would be split accordingly to any agencies that cross over County Board districts.

**15. OLD BUSINESS**

No old business was discussed.

**16. NEW BUSINESS**

No new business was discussed.

**17. ADJOURNMENT**

With no further business, the meeting was adjourned at 9:57 AM.

**MOTION TO ADJOURN**

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Lynn LaPlante
<b>SECONDER:</b>	Michael Childress



## HS Resolution

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

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**File #:** HS-R-0043-23

**Agenda Date:** 4/4/2023

**Agenda #:** 6.A.

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### AUTHORIZATION TO APPLY FOR FFY 2022 AND FFY 2023 SECTION 5310 GRANT FUNDS FROM THE REGIONAL TRANSPORTATION AUTHORITY

WHEREAS, the Regional Transportation Authority (the "Authority"), is authorized make grants as the designated recipient of the FFY 2022 and FFY 2023 Section 5310 program for Northeastern Illinois; and

WHEREAS, the Authority has the power to expend funds for use in connection with FFY 2022 and FFY 2023 Section 5310 projects; and

WHEREAS, Section 5310 funds may be used for the continued operation of the DuPage County Transportation to Work Program; and

WHEREAS a grant of SIX HUNDRED SEVEN THOUSAND EIGHTY SIX DOLLARS (\$607,086.00) would cover approximately 2 years of Transportation to Work expenses; and

WHEREAS, the grant would require County matching funds in the amount not to exceed 50%.

NOW, THEREFORE, BE IT RESOLVED that the Director of Community Services be authorized to apply for and execute this grant on behalf of DuPage County; and

BE IT FURTHER RESOLVED that County Clerk transmits copies of this resolution to the County Auditor, Treasurer, Finance Department, Department of Community Services, the DuPage County Board, and Section 5310 Enhanced Mobility of Seniors & Individuals with Disabilities Application, Regional Transportation Authority (RTA), 175 West Jackson Boulevard, Suite 1650, Chicago, Illinois 60604.

Enacted and approved this 11<sup>th</sup> of April, 2023 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



## Finance Resolution

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

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**File #:** FI-R-0104-23

**Agenda Date:** 4/4/2023

**Agenda #:** 7.A.

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ACCEPTANCE OF AN EXTENSION OF TIME FOR THE DUPAGE CARE  
CENTER FOUNDATION MUSIC THERAPY GRANT FY22  
COMPANY 5000 - ACCOUNTING UNIT 2120

(Under the administrative direction of the DuPage Care Center)

WHEREAS, the County of DuPage heretofore accepted and appropriated the DuPage Care Center Foundation Music Therapy Grant FY22, pursuant to Resolution FI-R-0179-22 for the period December 1, 2021 through November 30, 2022; and

WHEREAS, the County of DuPage has been notified by DuPage Care Center Foundation that the grant may be extended to November 30, 2024.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the expiration of the grant be extended to November 30, 2024.

Enacted and approved this 11th of April, 2023 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_  
JEAN KACZMAREK, COUNTY CLERK



## Finance Resolution

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

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**File #:** FI-R-0105-23

**Agenda Date:** 4/4/2023

**Agenda #:** 7.B.

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ACCEPTANCE OF AN EXTENSION OF TIME FOR THE DUPAGE CARE  
CENTER FOUNDATION RECREATION THERAPY GRANT FY22  
COMPANY 5000 - ACCOUNTING UNIT 2120

(Under the administrative direction of the DuPage Care Center)

WHEREAS, the County of DuPage heretofore accepted and appropriated the DuPage Care Center Foundation Recreation Therapy Grant FY22, pursuant to Resolution FI-R-0180-22 for the period December 1, 2021 through November 30, 2022; and

WHEREAS, the County of DuPage has been notified by DuPage Care Center Foundation that the grant may be extended to November 30, 2024.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the expiration of the grant be extended to November 30, 2024.

Enacted and approved this 11<sup>th</sup> of April, 2023 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_  
JEAN KACZMAREK, COUNTY CLERK



## Finance Resolution

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

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**File #:** FI-R-0106-23

**Agenda Date:** 4/4/2023

**Agenda #:** 7.C.

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ACCEPTANCE AND APPROPRIATION OF  
THE DUPAGE CARE CENTER FOUNDATION  
RECREATION THERAPY GRANT FY23  
COMPANY 5000 - ACCOUNTING UNIT 2120  
\$21,173

(Under the administrative direction of the DuPage Care Center)

WHEREAS, the County of DuPage has been notified by the DuPage Care Center Foundation that grant funds in the amount of \$21,173 (TWENTY-ONE THOUSAND, ONE HUNDRED SEVENTY-THREE AND NO/100 DOLLARS) are available to be used to continue funding for two part-time Recreation Therapy Aid positions to support the All-House Program; and

WHEREAS, to receive said grant funds, the County of DuPage on behalf of the DuPage Care Center must accept a letter dated November 10, 2022 from the DuPage Care Center Foundation, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the term of the grant award is from December 1, 2022 through November 30, 2023; and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of this grant does not add any additional subsidy from the County; and

WHEREAS, the County Board finds that the need to appropriate said grant funds creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$21,173 (TWENTY-ONE THOUSAND, ONE HUNDRED SEVENTY-THREE AND NO/100 DOLLARS) be made to establish the DuPage Care Center Foundation Recreation Therapy Grant FY23, Company 5000 - Accounting Unit 2120 for the period December 1, 2022 through November 30, 2023; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Administrator of the Care Center is approved as the County's Authorized Representative; and

BE IT FURTHER RESOLVED that should local funding cease for this grant, the Human Services Committee shall review the need for continuing the specified program; and

BE IT FURTHER RESOLVED that should the Human Services Committee determine the need for other funding is appropriate, it may recommend action to the County Board by resolution.

Enacted and approved this 11th of April, 2023 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_  
JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION TO ESTABLISH  
THE DUPAGE CARE CENTER FOUNDATION-RECREATION THERAPY GRANT FY23  
COMPANY 5000 – ACCOUNTING UNIT 2120  
\$21,173

REVENUE

46009-0000 - Private Grants	\$	<u>21,173</u>
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TOTAL ANTICIPATED REVENUE	\$	<u><u>21,173</u></u>
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EXPENDITURES

PERSONNEL

50040-0000 - Part Time Help	\$	18,345
51010-0000 - Employer Share I.M.R.F.		1,425
51030-0000 - Employer Share Social Security		<u>1,403</u>

TOTAL PERSONNEL	\$	<u>21,173</u>
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TOTAL ADDITIONAL APPROPRIATION	\$	<u><u>21,173</u></u>
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*DuPage Care Center*  
**FOUNDATION**

**President**  
Michelle Thorsell

November 10, 2022

**Vice President**  
Diane Marr

Mr. Geoffrey Kinczyk & Ms. Amy Zhang

The County of DuPage

**Treasurer**  
Maronica Gibson

Wheaton, Illinois

**Director**  
Debra Giampoli  
Maronica Gibson  
Irfan Ibrahim  
Massie Kennard  
Robert Kliebhan  
Kenneth Moy  
Tony Reyes

RE: Recreational Therapy Grant

Grant Dates: 12/1/22 - 11/30/23

Grant Award: \$21,172.32

Mr. Kinczyk & Ms. Zhang,

Please be advised that the DuPage Care Center Foundation (DCCF) Board of Directors approved the Grant Award of \$21,172.32 funding through 11/30/23 as referenced above for the Recreational Therapy Grant. The Foundation Board approved the funding of this at the Quarterly DCCF Board meeting on October 18, 2022. The DCCF Board is continuing the payment schedule as approved for the DCCF Fiscal Year 2023. When the DCCF Fiscal Year 2024 (July 1, 2023-June 30, 2024) Budget is approved, a new payment schedule will be submitted with an adjustment to match the grant award amount.

Respectfully submitted,  
Signature on File

Michelle Z. Thorsell, DCCF President

cc: Janelle Chadwick

Christine Kliebhan





## Finance Resolution

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

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**File #:** FI-R-0107-23

**Agenda Date:** 4/4/2023

**Agenda #:** 7.D.

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ACCEPTANCE AND APPROPRIATION OF  
THE DUPAGE CARE CENTER FOUNDATION -  
FOUNDATION COORDINATOR GRANT PY23  
COMPANY 5000 - ACCOUNTING UNIT 2120  
\$28,474

(Under the administrative direction of  
the DuPage Care Center)

WHEREAS, the County of DuPage has been notified by the DuPage Care Center Foundation that grant funds in the amount of \$28,474 (TWENTY-EIGHT THOUSAND, FOUR HUNDRED SEVENTY-FOUR AND NO/100 DOLLARS) are available to be used to provide partial funding for a part-time Foundation Coordinator whose responsibilities include planning and coordination of fundraising events, promoting community awareness, pursuing grant and sponsorship funding, and management of donations; and

WHEREAS, to receive said grant funds, the County of DuPage on behalf of the DuPage Care Center must accept a letter dated November 10, 2022 from the DuPage Care Center Foundation, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the term of the grant award is from December 1, 2022 through November 30, 2023; and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of this grant award does not add any additional subsidy from the County; and

WHEREAS, the DuPage County Board finds that the need to appropriate said funds creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$28,474 (TWENTY-EIGHT THOUSAND, FOUR HUNDRED SEVENTY-FOUR AND NO/100 DOLLARS) be made to establish the DuPage Care Center Foundation - Foundation Coordinator Grant PY22, Company 5000 - Accounting Unit 2120, for the period of December 1, 2022 to November 30, 2023; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Administrator of the DuPage Care Center is approved as the County's Authorized Representative; and

BE IT FURTHER RESOLVED by the DuPage County Board, that should local funding cease for this grant, the Health and Human Services Committee shall review the need for continuing the specified program; and

BE IT FURTHER RESOLVED, that should the Human Services Committee determine the need for other funding is appropriate, it may recommend action to the County Board by resolution.

Enacted and approved this 11th of April, 2023 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_  
JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION TO ESTABLISH  
DUPAGE CARE CENTER FOUNDATION - FOUNDATION COORDINATOR GRANT PY23  
COMPANY 5000 – ACCOUNTING UNIT 2120  
\$28,474

REVENUE

46009-0000 - Private Grants	\$	<u>28,474</u>
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TOTAL ANTICIPATED REVENUE	\$	<u><u>28,474</u></u>
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EXPENDITURES

PERSONNEL

50040-0000 - Part Time Help	\$	22,308
51010-0000 - Employer Share I.M.R.F.		1,733
51030-0000 - Employer Share Social Security		1,707
51040-0000 - Employee Med & Hosp Insurance		<u>2,726</u>

TOTAL PERSONNEL	\$	<u>28,474</u>
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TOTAL ADDITIONAL APPROPRIATION	\$	<u><u>28,474</u></u>
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*DuPage Care Center*  
**FOUNDATION**

**President**  
Michelle Thorsell

**Vice President**  
Diane Marr

**Treasurer**  
Maronica Gibson

**Director**  
Debra Giampoli  
Maronica Gibson  
Irfan Ibrahim  
Massie Kennard  
Robert Kliebhan  
Kenneth Moy  
Tony Reyes

November 10, 2022

Mr. Geoffrey Kinczyk & Ms. Amy Zhang  
The County of DuPage  
Wheaton, Illinois

RE: Foundation Coordinator Grant  
Grant Dates: 12/1/22 - 11/30/23  
Grant Award: \$28,473.12

Mr. Kinczyk & Ms. Zhang,

Please be advised that the DuPage Care Center Foundation (DCCF) Board of Directors approved the Grant Award of \$28,473.12 funding through 11/30/23 as referenced above for the Foundation Coordinator. The Foundation Board approved the funding of this grant at the Quarterly DCCF Board meeting on October 18, 2022. The DCCF Board is continuing the payment schedule as approved for the DCCF Fiscal Year 2023. When the DCCF Fiscal Year 2024 (July 1, 2023-June 30, 2024) Budget is approved, a new payment schedule will be submitted with an adjustment to match the grant award amount.

Respectfully submitted,  
Signature on File

Michelle L. Thorsell, DCCF President

cc: Janelle Chadwick  
Christine Kliebhan



## Care Center Requisition \$30,000 and Over

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

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**File #:** HS-P-0053-23

**Agenda Date:** 4/4/2023

**Agenda #:** 7.E.

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AWARDING RESOLUTION  
ISSUED TO BRIGHTSTAR CARE OF CENTRAL DUPAGE  
FOR SUPPLEMENTAL NURSING STAFFING SERVICES  
FOR THE DUPAGE CARE CENTER  
(CONTRACT TOTAL AMOUNT: \$450,000.00)

WHEREAS, proposals have been taken and processed in accordance with County Board policy; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract purchase order for supplemental nursing staffing services, for the period April 13, 2023 through April 12, 2024, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that County Contract covering said for supplemental staffing services, for the period April 13, 2023 through April 12, 2024, for the DuPage Care Center, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Brightstar Care of Central DuPage, for a total contract amount not to exceed \$450,000.00, per renewal under Proposal #21-006-CARE, second of three (3) one (1) year optional renewals.

Enacted and approved this 11th of April, 2023 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist  
Procurement Services Division  
This form must accompany all Purchase Order Requisitions

### SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 23-1305	RFP, BID, QUOTE OR RENEWAL #: 21-006-CARE	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$350,000.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 04/04/2023	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$1,644,000.00
	CURRENT TERM TOTAL COST: \$450,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: SECOND RENEWAL
Vendor Information		Department Information	
VENDOR: Brightstar Care of Central DuPage	VENDOR #: 12992	DEPT: DuPage Care Center	DEPT CONTACT NAME: Annabel Leonida
VENDOR CONTACT: Leonard Sanchez	VENDOR CONTACT PHONE: 630-260-5300	DEPT CONTACT PHONE #: 630-784-4250	DEPT CONTACT EMAIL: annabel.leonida@dupageco.org
VENDOR CONTACT EMAIL: leonard.sanchez@brightstarcare.com	VENDOR WEBSITE:	DEPT REQ #: 7380	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Supplemental Nursing Staffing Services for the DuPage Care Center, for the period April 13, 2023 through April 12, 2024, for a total contract amount not to exceed \$450,000.00, per RFP #21-006-CARE, second of three one-year optional renewals. NOTE: This contract is partially funded by ARPA Funding.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished RN's, LPN's and CNA's are vital front line positions in the operation of the DuPage Care Center. Staffing levels have been established based on resident census and acuity, workload, and regulatory guidelines. Staffing is utilized to maintain staffing levels in light of attrition (i.e. vacancies), scheduled time off, unscheduled time off (i.e. call-ins), medical leaves and Covid-19 assistance. In order to ensure that DPCC is able to meet the prescribed staffing plan regardless of these issues, secondary staffing contracts will allow for adequate staffing when the existing pool of qualified DPCC staff is not available.			

### SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
RENEWAL	
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

### SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Brightstar Care of Central DuPage	Vendor#: 12992	Dept: DuPage Care Center	Division: Nursing
Attn: Leonard Sanchez	Email: leonard.sanchez@brightstarcare.com	Attn: Connie Pureza	Email: connie.pureza@dupageco.org
Address: 416 E. Roosevelt Road, Suite 105	City: Wheaton	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60187	State: IL	Zip: 60187
Phone: 630-260-5300	Fax:	Phone: 630-784-4254	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Novastaff Healthcare Services, LTD.	Vendor#: 37419	Dept: DuPage Care Center	Division: Nursing
Attn: David Sim	Email:	Attn: Annabel Leonida	Email: annabel.leonida@dupageco.org
Address: PO Box 249	City: Coal City	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60416	State: IL	Zip: 60187
Phone: 630-472-1122	Fax:	Phone: 630-784-4250	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): April 13, 2023	Contract End Date (PO25): April 12, 2024
Contract Administrator (PO25): Christine Kliebhan			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Supplemental Nursing Staffing	FY23	1200	2050	53090		165,000.00	165,000.00
2	1	EA		Supplemental Nursing Staffing (ARPA)	FY23	1100	1215	53090	covid-19-DCC	120,000.00	120,000.00
3	1	EA		Supplemental Nursing Staffing	FY24	1200	2050	53090		100,000.00	100,000.00
4	1	EA		Supplemental Nursing Staffing (ARPA)	FY24	1100	1215	53090	covid-19-DCC	65,000.00	65,000.00
<b>FY is required, assure the correct FY is selected.</b>										Requisition Total	\$ 450,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Supplemental Nursing Staffing Services for the DuPage Care Center, for the period April 13, 2023 through April 12, 2024, for a total contract amount not to exceed \$450,000.00, per RFP #21-006-CARE, second of three one-year optional renewals. NOTE: This contract is partially funded by ARPA Funding.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. 04/04/23 Human Services Committee 04/11/23 County Board
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☐ W-9 ☒ Vendor Ethics Disclosure Statement





## AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and BRIGHTSTAR CARE OF DUPAGE-WHEATON, located at 416 E. Roosevelt Road, Wheaton, Illinois 60187 hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #21-006-CARE which became effective on 04/10/2021 and which will expire 04/12/2023. The contract is subject to a second of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 04/12/2024.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, including a one-time price adjustment effective 4/13/2023, as per the attached pricing sheet. In addition, to the renewal the removal of consideration of Placement Fees.

### CONTRACTOR

SIGNATURE

LEONARD SANCHEZ

PRINTED NAME

OWNER AND CHIEF OPERATING  
OFFICER

PRINTED TITLE

3/23/2023

DATE

### THE COUNTY OF DUPAGE

SIGNATURE

Nickon Etminan

PRINTED NAME

Buyer II

PRINTED TITLE

DATE

Contractor may use this format below or submit alternative format, indicating rates by position/shift and other pricing consideration, including but not limited to:

- Overtime: Covered in previous page (Section 4 Introduction)
- Placement Fee: Covered in previous page (Section 4 Introduction)
- Cancellation Fee: Covered in previous page (Section 4 Introduction)

**Hourly Rates by Position and Shift: EFFECTIVE STARTING ON WEDNESDAY AT 12:00 A.M. APRIL 13, 2023 (TO 4/12/24).**

	M – F 7a-3p	M – F 3p-11p	M – F 11p-7a	Sat/Sun 7a-3p	Sat/Sun 3p-11p	Sat/Sun 11p-7a	Holiday 7a-3p	Holiday 3p-11p	Holiday 11p-7a
<b>RN</b>	\$80	\$80	\$80	\$80	\$80	\$80	\$120	\$120	\$120
<b>LPN</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>CNA</b>	\$40	\$40	\$40	\$40	\$40	\$40	\$60	\$60	\$60
<b>CNA - Crisis Rate</b>	\$55	\$55	\$55	\$55	\$55	\$55	\$82.50	\$82.50	\$82.50

List holidays included in Holiday Rate(s) above:

Holiday
1. New Year's Day
2. Memorial Day
3. 4 <sup>th</sup> of July
4. Labor Day
5. Thanksgiving Day
6. Friday after Thanksgiving Day
7. Christmas Eve (All day and evening)
8. Christmas Day
9. New Year's Eve (All day and evening)

#### Non-Mandatory Services

Check the appropriate boxes below to indicate if the service is included in the fee, available at an additional charge or not available.

Services Please list non-mandatory services you provide:	Included In Fee	Additional Charge
Caregiver for a minimum of 4 hours		N/A
Nurse (LPN or RN) Visit for 1.75 hours or less		N/A



THE COUNTY OF DUPAGE  
FINANCE - PROCUREMENT  
SUPPLEMENTAL NURSING STAFFING SERVICES 21-006-CARE  
BID TABULATION

Criteria	Available Points	√	√	√								
		Delta-T Group	Maxim	Brightstar	Tryfacta	TSTCI	Interim Healthcare	Novastaff	Staff Today	Infojini	Cross County Healthcare	JayKay Staffing
Firm Qualifications	25	22	25	24	21	21	22	21	21	19	20	17
Project Understanding	50	46	48	47	40	43	41	40	38	39	40	37
Price	25	20	16	15	20	18	17	16	18	18	14	14
Total	100	88	88	86	81	81	80	77	77	76	74	68

	Delta-T Group	Maxim	Brightstar	Tryfacta	TSTCI	Interim Healthcare	Novastaff	Staff Today	Infojini	Cross County Healthcare	JayKay Staffing
Fee by Positions and Shift (7a - 3p)	\$ 122.00	\$ 155.00	\$ 165.00	\$ 120.94	\$ 137.27	\$ 142.00	\$ 156.00	\$ 134.60	\$ 137.00	\$ 169.00	\$ 172.00
Percentage of Points	99%	78%	73%	100%	88%	85%	78%	90%	88%	72%	70%
Points Awarded (WTD against lowest price)	20	16	15	20	18	17	16	18	18	14	14

NOTES

RFP Posted on 2/3/2021	
Bid Opened On 2/25/21, 2:00 PM CST by	VC, NE
Invitations Sent	32
Total Requesting Documents	0
Total Bid Responses Received	11

Contractor may use this format below or submit alternative format, indicating rates by position/shift and other pricing consideration, including but not limited to:

- Overtime: Covered in previous page (Section 4 Introduction)
- Placement Fee: Covered in previous page (Section 4 Introduction)
- Cancellation Fee: Covered in previous page (Section 4 Introduction)

#### Hourly Rates by Position and Shift

	M – F 7a-3p	M – F 3p-11p	M – F 11p-7a	Sat/Sun 7a-3p	Sat/Sun 3p-11p	Sat/Sun 11p-7a	Holiday 7a-3p	Holiday 3p-11p	Holiday 11p-7a
<b>RN</b>	\$70	\$70	\$70	\$70	\$70	\$70	\$93.33	\$93.33	\$93.33
<b>LPN</b>	\$60	\$60	\$60	\$60	\$60	\$60	\$80	\$80	\$80
<b>CNA</b>	\$35	\$35	\$35	\$35	\$35	\$35	\$46.66	\$46.66	\$46.66

List holidays included in Holiday Rate(s) above:

Holiday
1. New Year's Day
2. Memorial Day
3. 4 <sup>th</sup> of July
4. Labor Day
5. Thanksgiving Day
6. Friday after Thanksgiving Day
7. Christmas Eve (All day and evening)
8. Christmas Day
9. New Year's Eve (All day and evening)
10.

#### Non-Mandatory Services

Check the appropriate boxes below to indicate if the service is included in the fee, available at an additional charge or not available.

Services Please list non-mandatory services you provide:	Included in Fee	Additional Charge
Caregiver for a minimum of 4 hours		\$30/hour
Nurse (LPN or RN) Visit for 1.75 hours or less		\$140/Visit

## SECTION 8 - PROPOSAL FORM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Offeror	ITDF SERVICES INC., d/b/a BRIGHTSTAR CARE OF DUPAGE-WHEATON
Main Business Address	416 E. ROOSEVELT ROAD
	SUITE 105
City, State, Zip Code	WHEATON, IL. 60187
Telephone Number	630.260.5300
Fax Number	630.260.5303
Proposal Contact Person	LEONARD SANCHEZ
Email Address	LEONARD.SANCHEZ@BRIGHTSTARCARE.COM

The undersigned certifies that he is:

☐

the Owner/Sole  
Proprietor

☐

a Member of the  
Partnership

☒

an Officer of the  
Corporation

☐

a Member of the  
Joint Venture

herein after called the Offeror and that the members of the Partnership or Officers of the Corporation are as follows:

LEONARD SANCHEZ - VICE PRESIDENT OF (President or Partner) BUSINESS DEVELOPMENT	JONATHAN GRAY - VICE PRESIDENT OF OPERATIONS (Vice-President or Partner)
LEONARD SANCHEZ - VICE PRESIDENT OF (Secretary or Partner) BUSINESS DEVELOPMENT	JONATHAN GRAY - VICE PRESIDENT OF OPERATIONS (Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. 1, \_\_\_\_\_, and \_\_\_\_\_ issued thereto;

Further, the undersigned proposes and agrees, if this Proposal is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Offeror and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Offeror and is true and accurate.

Further, the undersigned certifies that the Offeror is not barred from proposing on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, proposal rigging or proposal-rotating or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this proposal and has checked the same in detail before submitting this proposal, and that the statements contained herein are true and correct.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. (Offeror may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)


Further, the offeror certifies that he has provided services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the offeror, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the cost schedule.

**PROPOSAL AWARD CRITERIA**

This proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

The Contractor agrees to provide the service described above and in the contract specifications under the conditions outlined in attached documents for the amount stated.

 *Vice President of  
Business Development*  
(Signature and Title)

CORPORATE SEAL  
(If available)

**PROPOSAL MUST BE SIGNED FOR CONSIDERATION**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ AD, 2020

\_\_\_\_\_

My Commission Expires: \_\_\_\_\_  
(Notary Public)



## Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 3/23/23

Bid/Contract/PO #: 21-006-CARE

Company Name: <u>JDF SERVICES, INC.</u>	Company Contact: <u>LEONARD SANCHEZ</u>
Contact Phone: <u>630.260.5300</u>	Contact Email: <u>LEONARD.SANCHEZ@BRIGHTSTAR</u>

aka BRIGHTSTAR CARE OF CENTRAL DUPAGE CARE.COM WHEATON

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☐ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
<u>LEONARD SANCHEZ</u>	<u>630.260.5300</u>	<u>LEONARD.SANCHEZ@BRIGHTSTARCARE.COM</u>
<u>JOHN SILVA</u>	<u>630.260.5300</u>	<u>JOHN.SILVA@BRIGHTSTARCARE.COM</u>

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature Signature on File

Printed Name LEONARD SANCHEZ

Title OWNER AND CHIEF OPERATING OFFICER

Date 3/23/2023

Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)



## Care Center Requisition \$30,000 and Over

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

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**File #:** HS-P-0054-23

**Agenda Date:** 4/4/2023

**Agenda #:** 7.F.

---

AWARDING RESOLUTION  
ISSUED TO MAXIM HEALTHCARE SERVICES, INC.  
FOR SUPPLEMENTAL NURSING STAFFING SERVICES  
FOR THE DUPAGE CARE CENTER  
(CONTRACT TOTAL AMOUNT: \$120,000.00)

WHEREAS, proposals have been taken and processed in accordance with County Board policy; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract purchase order for supplemental nursing staffing services, for the period April 13, 2023 through April 12, 2024, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that County Contract covering said for supplemental staffing services, for the period April 13, 2023 through April 12, 2024, for the DuPage Care Center, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Maxim Healthcare Services Incorporated, 7227 Lee Deforest Drive, Columbia, Maryland 21046, for a total contract amount not to exceed \$120,000.00, per renewal under Proposal #21-006-CARE, second of three (3) one (1) year optional renewals.

Enacted and approved this 11<sup>th</sup> of April, 2023 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK





Procurement Review Comprehensive Checklist  
Procurement Services Division  
This form must accompany all Purchase Order Requisitions

### SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 23-1304	RFP, BID, QUOTE OR RENEWAL #: 21-006-CARE	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$900,000.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 04/04/2023	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$1,740,000.00
	CURRENT TERM TOTAL COST: \$120,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: SECOND RENEWAL
Vendor Information		Department Information	
VENDOR: Maxim Healthcare Services, Inc.	VENDOR #: 13962	DEPT: DuPage Care Center	DEPT CONTACT NAME: Annabel Leonida
VENDOR CONTACT: Jeff Pieroni	VENDOR CONTACT PHONE: 630-551-6411	DEPT CONTACT PHONE #: 630-784-4250	DEPT CONTACT EMAIL: annabel.leonida@dupageco.org
VENDOR CONTACT EMAIL: jepieroni@maximhealth.com	VENDOR WEBSITE:	DEPT REQ #: 7378	
<b>Overview</b>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Supplemental Nursing Staffing Services for the DuPage Care Center, for the period April 13, 2023 through April 12, 2024, for a total contract amount not to exceed \$120,000.00, per RFP #21-006-CARE, second of three one-year optional renewals. NOTE: This contract is partially funded by ARPA Funding.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished RN's, LPN's and CNA's are vital front line positions in the operation of the DuPage Care Center. Staffing levels have been established based on resident census and acuity, workload, and regulatory guidelines. Staffing is utilized to maintain staffing levels in light of attrition (i.e. vacancies), scheduled time off, unscheduled time off (i.e. call-ins), medical leaves and Covid-19 assistance. In order to ensure that DPCC is able to meet the prescribed staffing plan regardless of these issues, secondary staffing contracts will allow for adequate staffing when the existing pool of qualified DPCC staff is not available.			

### SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
RENEWAL	
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

### SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Maxim Healthcare Services, Inc.	Vendor#: 13962	Dept: DuPage Care Center	Division: Nursing
Attn: Jennifer Heymann	Email: jeheyman@maximhealth.com	Attn: Connie Pureza	Email: connie.pureza@dupageco.org
Address: 7227 Lee Deforest Drive	City: Columbia	Address: 400 N. County Farm Road	City: Wheaton
State: MD	Zip: 21046	State: IL	Zip: 60187
Phone: 312-577-7522	Fax:	Phone:	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Maxim Healthcare Services, Inc.	Vendor#: 13962	Dept: DuPage Care Center	Division: Nursing
Attn:	Email:	Attn: Annabel Leonida	Email: annabel.leonida@dupageco.org
Address: 12558 Collections Center Drive	City: Chicago	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60693	State: IL	Zip: 60187
Phone: 410-910-1500	Fax:	Phone: 630-784-4250	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): April 13, 2023	Contract End Date (PO25): April 12, 2024
Contract Administrator (PO25): Christine Kliebhan			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Supplemental Nursing Staffing	FY23	1200	2050	53090		60,000.00	60,000.00
2	1	EA		Supplemental Nursing Staffing (ARPA)	FY23	1100	1215	53090	covid-19-DCC	15,000.00	15,000.00
3	1	EA		Supplemental Nursing Staffing	FY24	1200	2050	53090		35,000.00	35,000.00
4	1	EA		Supplemental Nursing Staffing (ARPA)		1100	1215	53090	covid-19-DCC	10,000.00	10,000.00
<b>FY is required, assure the correct FY is selected.</b>										Requisition Total	\$ 120,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Supplemental Nursing Staffing Services for the DuPage Care Center, for the period April 13, 2023 through April 12, 2024, for a total contract amount not to exceed \$120,000.00, per RFP #21-006-CARE, second of three one-year optional renewals. NOTE: This contract is partially funded by ARPA Funding.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. 04/04/23 Human Services Committee 04/11/23 County Board
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☐ W-9 ☒ Vendor Ethics Disclosure Statement



## AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and MAXIM HEALTHCARE STAFFING SERVICES, INC., located at 7227 LEE DEFOREST DRIVE, COLUMBIA, MARYLAND 21046, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #21-006-CARE which became effective on 04/10/2021 and which will expire 04/12/2023. The contract is subject to a second of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 04/12/2024.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, including a one-time price adjustment effective 4/13/2023, and the removal of consideration of Placement Fees as specified in the original contract.

### CONTRACTOR

DocuSigned by:  
[Redacted Signature]

SIGNATURE

Jennifer Heymann

PRINTED NAME

Assistant Controller

PRINTED TITLE

17-Mar-23

DATE

### THE COUNTY OF DUPAGE

SIGNATURE

Valerie Calvente

PRINTED NAME

Buyer III

PRINTED TITLE

DATE



MAXIM HEALTHCARE STAFFING  
SERVICES, INC.

7227 Lee Deforest Drive  
Columbia, MD 21046

RyTowey@maximstaffing.com

312-577-7522

www.maximstaffing.com

February 2, 2023

DuPage Care Center

Nursing Department

400 N County Farm Rd

Wheaton, IL, 60187

Email: [Christine.Kliebhan@dupageco.org](mailto:Christine.Kliebhan@dupageco.org)

Re: DPCC

Dear DPCC,

Please see below for our rate package and requested contact information.

		M-F 7a-3p	M-F 3p-11p	M-F 11p-7a	sat/sun 7a-3p	sat/sun 3p-11p	sat/sun 11p-7a	holiday 7a-3p	holiday 3p-11p	holiday 11p-7a
RN	Maxim FY23	\$70	\$70	\$70	\$70	\$70	\$70	\$105	\$105	\$105
LPN	Maxim FY23	\$60	\$60	\$60	\$60	\$60	\$60	\$90	\$90	\$90
CNA	Maxim FY23	\$42	\$42	\$42	\$42	\$42	\$42	\$63	\$63	\$63

Renewing – Yes

Phone: 312-577-7522

Email: [RyTowey@Maximstaffing.com](mailto:RyTowey@Maximstaffing.com)

Fax: (877) 306-6791

Jennifer Heymann, Regional Assistant Controller



THE COUNTY OF DUPAGE  
FINANCE - PROCUREMENT  
SUPPLEMENTAL NURSING STAFFING SERVICES 21-006-CARE  
BID TABULATION

Criteria	Available Points	√	√	√								
		Delta-T Group	Maxim	Brightstar	Tryfacta	TSTCI	Interim Healthcare	Novastaff	Staff Today	Infojini	Cross County Healthcare	JayKay Staffing
Firm Qualifications	25	22	25	24	21	21	22	21	21	19	20	17
Project Understanding	50	46	48	47	40	43	41	40	38	39	40	37
Price	25	20	16	15	20	18	17	16	18	18	14	14
Total	100	88	88	86	81	81	80	77	77	76	74	68

	Delta-T Group	Maxim	Brightstar	Tryfacta	TSTCI	Interim Healthcare	Novastaff	Staff Today	Infojini	Cross County Healthcare	JayKay Staffing
Fee by Positions and Shift (7a - 3p)	\$ 122.00	\$ 155.00	\$ 165.00	\$ 120.94	\$ 137.27	\$ 142.00	\$ 156.00	\$ 134.60	\$ 137.00	\$ 169.00	\$ 172.00
Percentage of Points	99%	78%	73%	100%	88%	85%	78%	90%	88%	72%	70%
Points Awarded (WTD against lowest price)	20	16	15	20	18	17	16	18	18	14	14

NOTES

RFP Posted on 2/3/2021	
Bid Opened On 2/25/21, 2:00 PM CST by	VC, NE
Invitations Sent	32
Total Requesting Documents	0
Total Bid Responses Received	11

## SECTION 8 - PROPOSAL FORM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Offeror	Maxim Healthcare Staffing Services, Inc.
Main Business Address	7227 Lee Deforest Drive
City, State, Zip Code	Columbia, MD 21046
Telephone Number	410.910.1500
Fax Number	
Proposal Contact Person	Troy Thomas, Regional Controller
Email Address	trthomas@maxhealth.com

The undersigned certifies that he is:

☐ the Owner/Sole Proprietor      ☐ a Member of the Partnership      ☒ an Officer of the Corporation      ☐ a Member of the Joint Venture

herein after called the Offeror and that the members of the Partnership or Officers of the Corporation are as follows:

William Butz, Jr. CEO  
(President or Partner)

Toni-Jean Lisa, Vice President and General Counsel  
(Vice-President or Partner)

\_\_\_\_\_  
(Secretary or Partner)

Raymond Carbone, CFO  
(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. 1, \_\_\_\_\_, and \_\_\_\_\_ issued thereto;

Further, the undersigned proposes and agrees, if this Proposal is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Offeror and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Offeror and is true and accurate.

Further, the undersigned certifies that the Offeror is not barred from proposing on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, proposal rigging or proposal-rotating or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this proposal and has checked the same in detail before submitting this proposal, and that the statements contained herein are true and correct.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. (Offeror may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the offeror certifies that he has provided services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the offeror, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the cost schedule.

#### PROPOSAL AWARD CRITERIA

This proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

The Contractor agrees to provide the service described above and in the contract specifications under the conditions outlined in attached documents for the amount stated.

X **Signature on File**  
\_\_\_\_\_  
(Signature and Title)

Troy Thomas,  
Regional Controller

CORPORATE SEAL  
(If available)

#### PROPOSAL MUST BE SIGNED FOR CONSIDERATION

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ AD, 2020

\_\_\_\_\_

My Commission Expires: \_\_\_\_\_  
(Notary Public)



## PRICING OPTIONS

- Overtime: Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. Overtime must have County of DuPage, DuPage Care Center supervisory approval. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.
- Placement Fee: County of DuPage, DuPage Care Center may hire any Personnel provided by Maxim Healthcare Staffing Services, Inc., once Personnel have completed a minimum number of hours of work for County of DuPage, Illinois through Maxim, according to the Conversion Table below:

Aggregate Hours Worked By Personnel For Client in a Twelve (12) month period	Conversion Fee
Prior to completing 160 hours	18% of annualized starting salary
After Completions of 161 – 320 hours	12% of annualized starting salary
After Completions of 321 – 520 hours	10% of annualized starting salary
After Completions of 521 – 720 hours	6% of annualized starting salary
After Completions of 721 – 1020 hours	2% of annualized starting salary
After Completions of 1021 hours	No Fee

- Cancellation Fee: If County of DuPage, DuPage Care Center changes or cancels a per diem or short term order less than two (2) hours prior to the start of a shift, Maxim Healthcare Staffing Services, Inc., will bill County of DuPage, Illinois for four (4) hours at the established fee for each scheduled Personnel. Maxim will be responsible for contacting Maxim Personnel prior to reporting time.

## Provide hourly rates by position/by shift:

	M – F	M – F	M – F	Sat/Sun	Sat/Sun	Sat/Sun	Holiday	Holiday	Holiday
RN	\$64.00	\$64.00	\$64.00	\$66.00	\$66.00	\$66.00	\$97.50	\$97.50	\$97.50
LPN	\$54.00	\$54.00	\$54.00	\$56.00	\$56.00	\$56.00	\$82.50	\$82.50	\$82.50
CNA	\$37.00	\$37.00	\$37.00	\$39.00	\$39.00	\$39.00	\$57.00	\$57.00	\$57.00

## List the holidays included in the Holiday Rate(s) above:

New Year's Day	New Year's Eve (Starting 3pm)	Independence Day
Labor Day	Thanksgiving Day	Christmas Eve (Starting 3pm)
Christmas Day	Martin Luther King Day	Memorial Day
Veteran's Day	President's Day	Easter

- Holiday rates will apply to shifts beginning at 11:00pm the night before the holiday through 11:00pm the night of the holiday unless an above specified holiday Eve in which holiday will apply starting at 3:00pm.



## Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: \_\_\_\_\_

Bid/Contract/PO #: \_\_\_\_\_

Company Name: Maxim Healthcare Staffing Services, Inc.	Company Contact: Jennifer Heymann
Contact Phone: 410-910-1500	Contact Email: jheyman@maximstaffing.com

### The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

### Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<https://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature Signature on File

Printed Name Jennifer Heymann

Title Assistant Controller

Date 02/10/2023

Attach additional sheets if necessary. Sign each sheet and number each page. **PAGE 1 OF 1** (total number of pages)



## Care Center Requisition \$30,000 and Over

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

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**File #:** HS-P-0055-23

**Agenda Date:** 4/4/2023

**Agenda #:** 7.G.

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AWARDING RESOLUTION  
ISSUED TO NOVASTAFF HEALTHCARE SERVICES, INC.  
FOR SUPPLEMENTAL NURSING STAFFING SERVICES  
FOR THE DUPAGE CARE CENTER  
(CONTRACT TOTAL AMOUNT: \$950,000.00)

WHEREAS, proposals have been taken and processed in accordance with County Board policy; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract purchase order for supplemental nursing staffing services, for the period April 13, 2023 through April 12, 2024, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that County Contract covering said for supplemental staffing services, for the period April 13, 2023 through April 12, 2024, for the DuPage Care Center, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Novastaff Healthcare Inc., PO Box 249, Coal City, Illinois 60416, for a total contract amount not to exceed \$950,000.00, per renewal under Proposal #21-006-CARE, second of three (3) one (1) year optional renewals.

Enacted and approved this 11<sup>th</sup> of April, 2023 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist  
Procurement Services Division  
This form must accompany all Purchase Order Requisitions

### SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 23-1301	RFP, BID, QUOTE OR RENEWAL #: 21-006-CARE	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$225,000.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 04/04/2023	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$2,519,000.00
	CURRENT TERM TOTAL COST: \$950,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: SECOND RENEWAL
Vendor Information		Department Information	
VENDOR: Novastaff Healthcare Services, Inc.	VENDOR #: 37419	DEPT: DuPage Care Center	DEPT CONTACT NAME: Annabel Leonida
VENDOR CONTACT: David Sim	VENDOR CONTACT PHONE: 630-472-1122	DEPT CONTACT PHONE #: 630-784-4250	DEPT CONTACT EMAIL: annabel.leonida@dupageco.org
VENDOR CONTACT EMAIL: manager@novastaff.com	VENDOR WEBSITE:	DEPT REQ #: 7379	
<b>Overview</b>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Supplemental Nursing Staffing Services for the DuPage Care Center, for the period April 13, 2023 through April 12, 2024, for a total contract amount not to exceed \$950,000.00, per RFP #21-006-CARE, second of three one-year optional renewals. NOTE: This contract is partially funded by ARPA Funding.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished RN's, LPN's and CNA's are vital front line positions in the operation of the DuPage Care Center. Staffing levels have been established based on resident census and acuity, workload, and regulatory guidelines. Staffing is utilized to maintain staffing levels in light of attrition (i.e. vacancies), scheduled time off, unscheduled time off (i.e. call-ins), medical leaves and Covid-19 assistance. In order to ensure that DPCC is able to meet the prescribed staffing plan regardless of these issues, secondary staffing contracts will allow for adequate staffing when the existing pool of qualified DPCC staff is not available.			

### SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
RENEWAL	
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

### SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Novastaff Healthcare Services, LTD.	Vendor#: 37419	Dept: DuPage Care Center	Division: Nursing
Attn: David Sim	Email: manager@novastaff.com	Attn: Connie Pureza	Email: connie.pureza@dupageco.org
Address: PO Box 249	City: Coal City	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60416	State: IL	Zip: 60187
Phone: 630-472-1122	Fax:	Phone: 630-784-4254	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Novastaff Healthcare Services, LTD.	Vendor#: 37419	Dept: DuPage Care Center	Division: Nursing
Attn: David Sim	Email:	Attn: Annabel Leonida	Email: annabel.leonida@dupageco.org
Address: PO Box 249	City: Coal City	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60416	State: IL	Zip: 60187
Phone: 630-472-1122	Fax:	Phone: 630-784-4250	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): April 13, 2023	Contract End Date (PO25): April 12, 2024
Contract Administrator (PO25): Christine Kliebhan			

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Supplemental Nursing Staffing	FY23	1200	2050	53090		405,000.00	405,000.00
2	1	EA		Supplemental Nursing Staffing (ARPA)	FY23	1100	1215	53090	covid-19-DCC	200,000.00	200,000.00
3	1	EA		Supplemental Nursing Staffing	FY24	1200	2050	53090		200,000.00	200,000.00
4	1	EA		Supplemental Nursing Staffing (ARPA)	FY24	1100	1215	53090	covid-19-DCC	145,000.00	145,000.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 950,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Supplemental Nursing Staffing Services for the DuPage Care Center, for the period April 13, 2023 through April 12, 2024, for a total contract amount not to exceed \$950,000.00, per RFP #21-006-CARE, second of three one-year optional renewals. NOTE: This contract is partially funded by ARPA Funding.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. 04/04/23 Human Services Committee 04/11/23 County Board
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☐ W-9 ☒ Vendor Ethics Disclosure Statement



## AMENDMENT FOR CONTRACT RENEWAL

---


This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and NOVASTAFF HEALTHCARE SERVICES, INC., located at POST OFFICE BOX 249, COAL CITY, Illinois 60416, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #21-006-CARE which became effective on 04/10/2021 and which will expire 04/12/2023. The contract is subject to a second of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 04/12/2024.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, including the removal of consideration of Placement Fees.

### CONTRACTOR

  
\_\_\_\_\_  
SIGNATURE

David Sim  
\_\_\_\_\_  
PRINTED NAME

Manager  
\_\_\_\_\_  
PRINTED TITLE

3/29/2023  
\_\_\_\_\_  
DATE

### THE COUNTY OF DUPAGE

\_\_\_\_\_  
SIGNATURE

Nickon Etminan  
\_\_\_\_\_  
PRINTED NAME

Buyer II  
\_\_\_\_\_  
PRINTED TITLE

\_\_\_\_\_  
DATE

- **Overtime**

Client will pay Agency overtime (over 40 hours in a Saturday through Friday work week) according to local, state, and federal law at one and one-half (1.5) times the regular rate.

- **Placement Fee**

Following the completion of 520 regular billable hours by Supplemental Personnel, Facility may hire Staff on a regular basis as a permanent employee. Facility shall pay liquidated damages in the amount of \$5,000.00 upon hire of all Registered Nurses or Licensed Practical Nurses, liquidated damages for all other Agency Staff would be \$2,500.00.

- **Cancellation Fee**

If Client cancels an assignment less than two (2) hours prior to the beginning of the shift, then Client will pay a (2) hour minimum on behalf of Supplemental Personnel who is canceled. Should the Supplemental Personnel arrive at the Client and is then asked to leave, Client will pay a four (4) hour minimum fee. If the Client begins to use the nursing services and then asks the supplemental personnel to leave, for reasons other than poor performance, Client will pay for the entire shift.

#### Hourly Rates by Position and Shift

	M – F 7a-3p	M – F 3p-11p	M – F 11p-7a	Sat/Sun 7a-3p	Sat/Sun 3p-11p	Sat/Sun 11p-7a	Holiday 7a-3p	Holiday 3p-11p	Holiday 11p-7a
<b>RN</b>	\$65	\$65	\$65	\$67	\$67	\$67	\$97.50	\$97.50	\$97.50
<b>LPN</b>	\$55	\$55	\$55	\$57	\$57	\$57	\$82.50	\$82.50	\$82.50
<b>CNA</b>	\$36	\$36	\$36	\$37	\$37	\$37	\$54	\$54	\$54

#### List holidays included in Holiday Rate(s) above:

Holiday
1. Fourth of July
2. Easter
3. Mother's Day
4. Memorial Day
5. Labor Day
6. Thanksgiving Day
7. Christmas Eve (Beginning with PM Shift)
8. Christmas Day
9. New Year's Eve (Beginning with PM Shift)
10. New Year's Day

- **Holiday rates**

Client will pay holiday rates as follows: the night shift before holiday, day, pm, and night shift of holiday. And recognizes the PM shift prior for Christmas Eve and New Year's eve.





THE COUNTY OF DUPAGE  
FINANCE - PROCUREMENT  
SUPPLEMENTAL NURSING STAFFING SERVICES 21-006-CARE  
BID TABULATION

Criteria	Available Points	√	√	√								
		Delta-T Group	Maxim	Brightstar	Tryfacta	TSTCI	Interim Healthcare	Novastaff	Staff Today	Infojini	Cross County Healthcare	JayKay Staffing
Firm Qualifications	25	22	25	24	21	21	22	21	21	19	20	17
Project Understanding	50	46	48	47	40	43	41	40	38	39	40	37
Price	25	20	16	15	20	18	17	16	18	18	14	14
Total	100	88	88	86	81	81	80	77	77	76	74	68

	Delta-T Group	Maxim	Brightstar	Tryfacta	TSTCI	Interim Healthcare	Novastaff	Staff Today	Infojini	Cross County Healthcare	JayKay Staffing
Fee by Positions and Shift (7a - 3p)	\$ 122.00	\$ 155.00	\$ 165.00	\$ 120.94	\$ 137.27	\$ 142.00	\$ 156.00	\$ 134.60	\$ 137.00	\$ 169.00	\$ 172.00
Percentage of Points	99%	78%	73%	100%	88%	85%	78%	90%	88%	72%	70%
Points Awarded (WTD against lowest price)	20	16	15	20	18	17	16	18	18	14	14

NOTES

RFP Posted on 2/3/2021	
Bid Opened On 2/25/21, 2:00 PM CST by	VC, NE
Invitations Sent	32
Total Requesting Documents	0
Total Bid Responses Received	11

- **Overtime**

Client will pay Agency overtime (over 40 hours in a Saturday through Friday work week) according to local, state, and federal law at one and one-half (1.5) times the regular rate.

- **Placement Fee**

Following the completion of 520 regular billable hours by Supplemental Personnel, Facility may hire Staff on a regular basis as a permanent employee. Facility shall pay liquidated damages in the amount of \$5,000.00 upon hire of all Registered Nurses or Licensed Practical Nurses, liquidated damages for all other Agency Staff would be \$2,500.00.

- **Cancellation Fee**

If Client cancels an assignment less than two (2) hours prior to the beginning of the shift, then Client will pay a (2) hour minimum on behalf of Supplemental Personnel who is canceled. Should the Supplemental Personnel arrive at the Client and is then asked to leave, Client will pay a four (4) hour minimum fee. If the Client begins to use the nursing services and then asks the supplemental personnel to leave, for reasons other than poor performance, Client will pay for the entire shift.

#### Hourly Rates by Position and Shift

	M – F 7a-3p	M – F 3p-11p	M – F 11p-7a	Sat/Sun 7a-3p	Sat/Sun 3p-11p	Sat/Sun 11p-7a	Holiday 7a-3p	Holiday 3p-11p	Holiday 11p-7a
<b>RN</b>	\$65	\$65	\$65	\$67	\$67	\$67	\$97.50	\$97.50	\$97.50
<b>LPN</b>	\$55	\$55	\$55	\$57	\$57	\$57	\$82.50	\$82.50	\$82.50
<b>CNA</b>	\$36	\$36	\$36	\$37	\$37	\$37	\$54	\$54	\$54

List holidays included in Holiday Rate(s) above:

Holiday
1. Fourth of July
2. Easter
3. Mother's Day
4. Memorial Day
5. Labor Day
6. Thanksgiving Day
7. Christmas Eve (Beginning with PM Shift)
8. Christmas Day
9. New Year's Eve (Beginning with PM Shift)
10. New Year's Day

- **Holiday rates**

Client will pay holiday rates as follows: the night shift before holiday, day, pm, and night shift of holiday. And recognizes the PM shift prior for Christmas Eve and New Year's eve.

## SECTION 8 - PROPOSAL FORM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Offeror	Novastaff Healthcare Services, Inc
Main Business Address	PO Box 249
City, State, Zip Code	Coal City, IL 60416
Telephone Number	630-472-1122
Fax Number	630-472-1148
Proposal Contact Person	David Sim
Email Address	Manager@novastaff.com

The undersigned certifies that he is:

☐

the Owner/Sole  
Proprietor

☐

a Member of the  
Partnership

☒

an Officer of the  
Corporation

☐

a Member of the  
Joint Venture

herein after called the Offeror and that the members of the Partnership or Officers of the Corporation are as follows:

Joanne Phillips, President

(President or Partner)

(Vice-President or Partner)

(Secretary or Partner)

(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. 1, \_\_\_\_\_, and \_\_\_\_\_ issued thereto;

Further, the undersigned proposes and agrees, if this Proposal is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Offeror and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Offeror and is true and accurate.

Further, the undersigned certifies that the Offeror is not barred from proposing on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, proposal rigging or proposal-rotating or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this proposal and has checked the same in detail before submitting this proposal, and that the statements contained herein are true and correct.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. (Offeror may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)


Further, the offeror certifies that he has provided services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the offeror, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the cost schedule.

**PROPOSAL AWARD CRITERIA**

This proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

The Contractor agrees to provide the service described above and in the contract specifications under the conditions outlined in attached documents for the amount stated.

  
(Signature and Title)

PRESIDENT

CORPORATE SEAL  
(If available)

**PROPOSAL MUST BE SIGNED FOR CONSIDERATION**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ AD, 2020

\_\_\_\_\_

My Commission Expires: \_\_\_\_\_  
(Notary Public)



## Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 2/23/2023

Bid/Contract/PO #: 21-006-CARE

Company Name: <u>NOVASTAFF HEALTHCARE SERVICES INC</u>	Company Contact: <u>DAVID SIMA</u>
Contact Phone: <u>630-472-1122</u>	Contact Email: <u>MANAGER@NOVASTAFF.COM</u>

### The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ NONE (check here) - If no contributions have been made

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ NONE (check here) - If no contacts have been made

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

### Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Signature on File

Printed Name

DAVID SIMA

Title

MANAGER

Date

2/23/2023

Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)



## Care Center Resolution

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

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**File #:** HS-R-0044-23

**Agenda Date:** 4/4/2023

**Agenda #:** 7.H.

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AWARDING RESOLUTION ISSUED TO  
YAMI VENDING, INC.  
FOR MANAGING BEVERAGE AND SNACK VENDING MACHINES  
FOR THE CARE CENTER AND DUPAGE COUNTY CAMPUS  
(24% PROFIT SHARING AND ONE (1) TIME PAYMENT OF \$5,000.00 FOR YEAR 3)

WHEREAS, bids were taken and processed in accordance with County Board policy; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to Yami Vending, Inc., for managing beverage and snack vending machines, for the Care Center and DuPage County Campus, for the period April 5, 2023 through March 31, 2024.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for managing beverage and snack vending machines, for the Care Center and DuPage County Campus, for the period April 5, 2023 through March 31, 2024, be, and it is hereby approved for issuance of a contract by the Procurement Division to Yami Vending Inc., 8141 Austin Avenue, Morton Grove, Illinois 60053, for a profit sharing amount of 24% with a one-time payment of \$5,000.00 for third year, per bid #20-012-CARE.

Enacted and approved this 11<sup>th</sup> of April, 2023 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist  
Procurement Services Division  
This form must accompany all Purchase Order Requisitions

### SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 23-1291	RFP, BID, QUOTE OR RENEWAL #: 20-012-CARE	INITIAL TERM WITH RENEWALS: 2 YRS + 1 X 2 YR TERM PERIOD	INITIAL TERM TOTAL COST:
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 04/04/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST:	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: SECOND RENEWAL
Vendor Information		Department Information	
VENDOR: Yami Vending, Inc.	VENDOR #: 32905	DEPT: DuPage Care Center	DEPT CONTACT NAME: Mario Plata
VENDOR CONTACT: Liat Segal	VENDOR CONTACT PHONE: 847-423-2448	DEPT CONTACT PHONE #: 630-784-4416	DEPT CONTACT EMAIL: mario.plata@dupageco.org
VENDOR CONTACT EMAIL: liat@yamivending.com	VENDOR WEBSITE:	DEPT REQ #: 7381	
<b>Overview</b>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Yami Vending, Inc. manages beverage and snack vending machines at various locations on the DuPage County Campus for the period April 5, 2023 through March 31, 2024, per bid #20-012-CARE. Second and final of 2 one-year optional renewals.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Yami Vending, Inc. will pay DuPage Care Center profit sharing with percentages of profit sharing increases every year. NOTE: Monthly Commission Payable to Care Center based on machine's Gross Income year 1 20% with a sign on bonus for year 1 Year 2 22% Year 3 24% with a bonus of \$5,000 for year 3 (the DuPage Care Center has already received this check) Year 4 25%			

### SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
RENEWAL	
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

### SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Yami Vending, Inc.	Vendor#: 32905	Dept: DuPage Care Center	Division: Dining Services
Attn: Liat Segal	Email: liat@yamivending.com	Attn: Mario Plata	Email: mario.plata@dupageco.org
Address: 8141 Austin Avenue	City: Morton Grove	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60053	State: IL	Zip: 60187
Phone: 847-423-2448	Fax:	Phone: 630-784-4416	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Yami Vending, Inc.	Vendor#: 32905	Dept: DuPage Care Center	Division: Dining Services
Attn: Liat Segal	Email: liat@yamivending.com	Attn: Mario Plata	Email: mario.plata@dupageco.org
Address: 8141 Austin Avenue	City: Morton Grove	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60053	State: IL	Zip: 60187
Phone: 847-423-2448	Fax:	Phone: 630-784-4416	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): April 5, 2023	Contract End Date (PO25): April 4, 2024
Contract Administrator (PO25): Christine Kliebhan			



Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Manager of beverage and snack vending machines at various locations on the DuPage County Campus	FY23						0.00
2	1	EA		Manager of beverage and snack vending machines at various locations on the DuPage County Campus	FY24						0.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 0.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Yami Vending, Inc. manages beverage and snack vending machines at various locations on the DuPage County Campus for the period April 5, 2023 through March 31, 2024, per bid #20-012-CARE. Second and final of 2 one-year optional renewals.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. April 4, 2023 Human Services
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☐ W-9 ☒ Vendor Ethics Disclosure Statement



## AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and YAMI VENDING INC., located at 8141 Austin Avenue, Morton Grove, Illinois 60053 hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #20-012-CARE which became effective on 04/01/2021 and which will expire 03/31/2023. The contract is subject to a second of two options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 03/31/2024.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

**CONTRACTOR**

**Signature on File**

SIGNATURE

**Liat Segal**

PRINTED NAME

**President**

PRINTED TITLE

**03/02/2023**

DATE

**THE COUNTY OF DUPAGE**

SIGNATURE

**Nickon Etminan**

PRINTED NAME

**Buyer II**

PRINTED TITLE

DATE

## SECTION 5 - INSURANCE REQUIREMENTS

The Contractor and Subcontractors or Partners will purchase and maintain insurance for the coverages for a minimum of three (3) years after completion of the Contract.

Upon notice of acceptance of Bid, the successful bidder shall, within fifteen (15) calendar days of said notice, furnish to the Purchasing Agent a certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to DuPage County licensed to do business in the State of Illinois, and with a minimum insurance rating of A: VII as found in the current edition of A M Best's Key Rating Guide. Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing DuPage County thirty (30) days prior notice thereof in writing. All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until all work has been approved and accepted by DuPage County. The Bidder is responsible for all insurance deductibles and Self-Insured Retentions.

TYPE OF INSURANCE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
**Workers Compensation	Statutory
Employers Liability A. Each Accident & Disease	\$1,000,000
*Commercial General Liability	\$2,000,000
*Umbrella Excess Liability (over primary) B. Retention for Self-Insured Hazards (each occurrence)	\$5,000,000
* Business Auto Liability	\$1,000,000

\* In addition to a Certificate of Insurance, the following Endorsements are REQUIRED:

- 1) An "Additional Insured" Endorsement
- 2) "Waiver of Subrogation"
- 3) "Insurance is Primary and Non-Contributory to Additional Insured"

If any policy or coverage is written as "claims made" then coverage must be maintained for 4 years after project completion.

At all times during the term of the contract, the Bidder and its independent contractors shall maintain, at their sole expense, insurance coverage for the Bidder, its employees, officers and Independent contractors, as follows:

Note:

- It is the responsibility of Bidder to provide a copy of this BID to their insurance
- It may also be required that the Bidder's insurer and coverage be approved by the DuPage County prior to execution of the Contract.
- No work shall be started until receipt of Certificate of Insurance.

The County of DuPage shall be named as additionally insured on all certificates of insurance. Insurance certificates shall also reference project name and BID NUMBER.

Certificates should be emailed to: [donna.weidman@dupageco.org](mailto:donna.weidman@dupageco.org)

The insurance carrier of the insured is required to notify the County of DuPage of termination of any or all of these coverages, prior to the completion of any contract, at least 30 days prior to expiration.

**CHANGES IN, OR TERMINATION OF, INSURANCE COVERAGE:** The insurance carrier of the insured is required to notify DuPage County of termination of any of these coverage's, prior to the completion of any contract, at least 30 days prior to expiration.

**INSURANCE RATING:** All the above-specified types of insurance shall be obtained from companies that have at least an A rating in Best's Guide or the equivalent.

**SURVIVAL OF INDEMNIFICATION:** The indemnification described above shall not be limited due to the enumeration of any insurance coverage herein provided, and indemnification shall survive the termination of the Contract.

**NOTICE OF LAWSUIT:** Within 60 days of service of process, DuPage County shall notify the Bidder of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Bidder of its obligation to provide indemnification. However, DuPage County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.

**CHOICE OF LEGAL COUNSEL:** The Bidder shall provide coverage as provided in the contract and retains the right to choose legal counsel subject to the approval of DuPage County, and appointment by the State's Attorney.

**RIGHTS RETAINED:** Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of any defenses or immunities otherwise available to DuPage County.



THE COUNTY OF DUPAGE  
FINANCE - PROCUREMENT  
VENDING SERVICES 20-012-CARE  
BID TABULATION

✓

No.	Item	Contract Year	Yami Vending		Hometown Suburban Vending	
			Percentage	Payment	Percentage	Payment
1	Royalty Based on Gross Sales (paid monthly to the Care Center)	1	20%		20%	
	One-Time Payment (start of Year one)			\$ 5,000.00		
2	Royalty Based on Gross Sales (paid monthly to the Care Center)	2	22%		20%	
3	Royalty Based on Gross Sales (paid monthly to the Care Center)	3	24%		20%	
	One-Time Payment (start of Year three)			\$ 5,000.00		
4	Royalty Based on Gross Sales (paid monthly to the Care Center)	4	25%		20%	
Grand Total				\$ 10,000.00		\$ -

NOTES:

1) Gross Sales for the most recent twelve month period - \$64,392.

Bid Opening 02/26/2020 1:30pm	DA,BB
Invitations Sent	9
Total Vendors Requesting Documents	7
Total Bid Responses	2



## Required Vendor Ethics Disclosure Statement

Date: 3/13/2023

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Bid/Contract/PO #: \_\_\_\_\_

Company Name: <u>Yami Vending Inc dba Yami Fresh</u>	Company Contact: <u>Liat Segal</u>
Contact Phone: <u>224-628-5600</u>	Contact Email: <u>liat@yamivending.com</u>

### The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

### Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature Signature on File

Printed Name Liat Segal

Title President

Date 3/13/2023

Attach additional sheets if necessary. Sign each sheet and number each page. **PAGE 1 OF 1** (total number of pages)



## Care Center Requisition Under \$30,000

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 23-1389

**Agenda Date:** 4/4/2023

**Agenda #:** 7.I.

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Procurement Review Comprehensive Checklist  
Procurement Services Division  
This form must accompany all Purchase Order Requisitions

### SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
MINUTETRAQ ID#: 23-1310	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$19,975.00
COMMITTEE: HEALTH & HUMAN SERVICES	TARGET COMMITTEE DATE: 04/04/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: \$19,975.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Medline Industries, Inc.	VENDOR #: 10299	DEPT: DuPage Care Center	DEPT CONTACT NAME: Vinit Patel
VENDOR CONTACT: Brian Guth	VENDOR CONTACT PHONE: 800-633-5463	DEPT CONTACT PHONE #: 630-784-4273	DEPT CONTACT EMAIL: vinit.patel@dupageco.org
VENDOR CONTACT EMAIL: BGuth@medline.com	VENDOR WEBSITE:	DEPT REQ #: 7363	
<b>Overview</b>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Furnish and deliver S400 portable air disinfection devices, for the DuPage Care Center, for the period of April 5, 2023 through November 30, 2023, for a contract total not to exceed \$19,975.00, contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract 2021003157. (ARPA Item)			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Portable air disinfection devices for multiple locations throughout the DuPage Care Center.			

### SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
COOPERATIVE (DPC4-107), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING	

### SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. OMNIA Partners Cooperative Contract 2021003157
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Approve contract to furnish and deliver S400 portable air disinfection devices, for the DuPage Care Center, for the period of April 5, 2023 through November 30, 2023, for a contract total not to exceed \$19,975.00, through OMNIA Partners Cooperative Agreement. 2) Do not approve contract o Approve contract to furnish and deliver S400 portable air disinfection devices, for the DuPage Care Center, for the period of April 5, 2023 through November 30, 2023, for a contract total not to exceed \$19,975.00, through OMNIA Partners Cooperative Agreement and have quotes come in at a higher cost, which is not in the best interest of the Care Center nor the County.



## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Medline Industries, Inc.	Vendor#: 10299	Dept: DuPage Care Center	Division: Laundry
Attn: Brian Guth	Email: BGuth@medline.com	Attn: Vinit Patel	Email: vinit.patel@dupageco.org
Address: Three Lakes Drive	City: Northfield	Address: 400 N. County Farm Road	City: Wheaton
State: Illinois	Zip: 60093	State: Illinois	Zip: 60187
Phone: 800-633-5463	Fax:	Phone: 630-784-4273	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Medline Industries, Inc.	Vendor#: 10299	Dept: DuPage Care Center	Division: Environmental Services
Attn: Customer Services	Email: service@medline.com	Attn: Vinit Patel	Email: vinit.patel@dupageco.org
Address: Dept CH 14400	City: Palatine	Address: 400 N. County Farm Road	City: Wheaton
State: Illinois	Zip: 60055-4400	State: Illinois	Zip: 60187
Phone: 800-633-5463	Fax:	Phone: 630-784-4273	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): April 5, 2023	Contract End Date (PO25): November 30, 2023
Contract Administrator (PO25): Christine Kliebhan			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	5	EA		S400 portable air disinfection devices (ARPA 2 Item)	FY23	5000	2115	52000	ARPA2302 29	3,995.00	19,975.00
<b>FY is required, assure the correct FY is selected.</b>										Requisition Total	\$ 19,975.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Furnish and deliver S400 portable air disinfection devices, for the DuPage Care Center, for the period of April 5, 2023 through November 30, 2023, for a contract total not to exceed \$19,975.00, contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract 2021003157. (ARPA Item)
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. April 4, 2023
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☐ W-9 ☒ Vendor Ethics Disclosure Statement



**We make  
healthcare  
run better™**

Three Lakes Drive

**Customer Quote**

**Customer:** 0001006778


DUPAGE CARE CENTER  
400 N COUNTY FARM RD  
WHEATON, IL 60187-2517

**Date:** 02/27/2023

**Sales Rep:** Guth, Brian (S6009)

[BGuth@medline.com](mailto:BGuth@medline.com)

This pricing is valid until 03/29/2023 unless otherwise specified or based on contract tier eligibility and effective dates. Exact freight and tax will be added at the time of invoice.

Product Image	Product #	Product Name	Pkg / Order UoM	Price	Qty	Total
	EVSUVAIR	AIR DISINFECTION DEVICES: S400 PORTABLE AIR DISINFECTION DEVICE	1 EA / EA	\$3,995.00	5	\$19,975.00
				OMNIA		
				Purchasing Agreement # 2021003157		

In some cases, images may be stock and not representative of final product.



As a result of Request for Proposal # 2018AO UC San Diego Medical and Surgical Supplies, the Master Agreement to furnish certain goods and services described herein and in the documents referenced herein ("Goods and/or Services") is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California, San Diego and the supplier named below ("Supplier"). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

## 1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Attachment A ("Statement of Work") and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

## 2. Term of Agreement/Termination

- a) The initial term of the Agreement will be from November 3<sup>rd</sup>, 2021, and through November 2<sup>nd</sup>, 2026 and is subject to earlier termination as provided below. UC may renew the Agreement for 3 successive 1 -year periods (each, a Renewal Term).
- b) UC may terminate the Agreement for convenience by giving Supplier at least 30 calendar days' written notice.
- c) UC or Supplier may terminate the Agreement for cause by giving the other party at least 15 days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.
- d) This agreement shall supersede and replace all other agreements between the Parties including UCOP-186. For the avoidance of doubt, no rebates or other fees shall be due and payable to UC by Supplier under any previous agreement following the effective date of this agreement.

## 3. Cooperative Purchasing:

Supplier may extend Goods and/or Services to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") registered with OMNIA Partners, Public Sector ("Participating Public Agencies") under the terms of this agreement. All contractual administration (e.g. terms, conditions, extensions, and renewals) will remain the UC's responsibility except as outlined in the above referenced RFP (title of RFP). Operational issues, fiduciary responsibility, payment issues and liabilities, and disputes involving individual Participating Public Agencies will be addressed, administered, and resolved by each Participating Public Agency.

## 4. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

## 5. Pricing, Invoicing Method, and Settlement Method and Terms

Refer to Statement of Work or Purchase Order for Pricing. Each UC Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location. See UC's Procure to Pay Standards <http://www.ucop.edu/procurement-services/files/Matrix%20for%20website.pdf> for the options that will be



considered. In the case of systemwide agreements, each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be.]

For non-systemwide agreements, the Invoicing Method, and Settlement Method and Terms are addressed below:

#### Invoicing Method

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location.

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, UC will pay freight and shipping/handling as follows: Supplier will pay FOB Destination Prepaid.

All invoices must clearly indicate the following information:

- California sales tax as a separate line item;
- Shipping costs as a separate line item;
- UC Purchase Order or Release Number;
- Description, quantity, catalog number and manufacturer number of the item ordered;
- Net cost of each item;
- Any pay/earned/dynamic discount;
- Reference to original order number for all credit memos issued;

Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement.

#### Settlement Method and Terms

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, the Settlement Method and Terms for any other campus will be as established by each campus location.

## 5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

To UC, regarding confirmed or suspected Breaches as defined under Appendix – Data Security:

<b>Name</b>	Daniel Quach
<b>Phone</b>	858-246-5779
<b>Email</b>	<a href="mailto:dquach@ucsd.edu">dquach@ucsd.edu</a>
<b>Address</b>	Information Technology Services TPC/S 3rd Fl/152 Mail Code 0928
	Mailing Address: 9500 Gilman Drive #0928 La Jolla, CA 92093-0928

To UC, regarding confirmed or suspected Breaches as defined under Appendix – Electronic Commerce:

<b>Name</b>	Anne Hewett
<b>Phone</b>	858-534-9426
<b>Email</b>	<a href="mailto:ahewett@ucsd.edu">ahewett@ucsd.edu</a>
<b>Address</b>	10280 N. Torrey Pines Rd., Ste. 415 La Jolla, CA 92037

To UC, regarding contract issues not addressed above:

<b>Name</b>	Andrea Orozco
<b>Phone</b>	858-534-5730
<b>Email</b>	<a href="mailto:anorozco@ucsd.edu">anorozco@ucsd.edu</a>
<b>Address</b>	10280 N. Torrey Pines Rd., Ste. 415 La Jolla, CA 92037

<b>Name</b>	Antony Esquer
<b>Phone</b>	858-534-1479
<b>Email</b>	<a href="mailto:amesquer@ucsd.edu">amesquer@ucsd.edu</a>
<b>Address</b>	10280 N. Torrey Pines Rd., Ste. 415 La Jolla, CA 92037

To Supplier:

<b>Name</b>	Kevin Feighery
<b>Phone</b>	704-975-5477
<b>Email</b>	<a href="mailto:kfeighery@medline.com">kfeighery@medline.com</a>
<b>Address</b>	1 Medline Pl Mundelein, IL 60060

## 6. Intellectual Property, Copyright and Patents

☐/x The Goods and/or Services **do not** involve Work Made for Hire

## 7. Patient Protection and Affordable Care Act (PPACA)

☐/x The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

## 8. Prevailing Wages

☐/x Supplier is not required to pay prevailing wages when providing the Services.

## 9. Fair Wage/Fair Work

☐/x Supplier is not required to pay the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) when providing the Services.

## 10. Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work "required, suggested, or otherwise deemed appropriate" as the end product of the Services (see Public Contract Code Section 10515).

## 11. Insurance

Deliver the PDF version of the Certificate of Insurance to UC's Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – Medline Industries, Inc.

## 12. Service-Specific and/or Goods-Specific Provisions

- a. Pandemic response
- b. Stock arrangements
- c. Last Mile
- d. Sustainability Incentive: To support UC's zero waste goal and to improve campus waste and diversion, Medline agrees to provide an annual sustainability incentive, in the amount of \$5,000 payable to the UC Regents. This incentive will be allocated to all 10 campus sustainability programs, to support campus waste and diversion programs.

### Pricing Protection

Prices quoted on this solicitation must be firm for the first twelve (12) months of the initial term of any awarded agreement(s). Price changes after the initial period, if any, shall be made on an annual basis as negotiated by both parties. Any price changes require prior written notification and must follow the process outlined in Appendix B. However, in no event shall price increase on an aggregate basis exceed three (3) percent or CPI whichever is less. Price increases for any agreement renewal periods must be supported by documented evidence of manufacturers' price increases. If the supplier's catalog or list price is reduced, the University shall benefit from a corresponding price reduction.

## 13. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC's property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

## 14. Piggyback UC

Supplier agrees to extend the pricing basis, terms and conditions of the Agreement to all UC Locations. Supplier will make available to any UC Location its improved pricing basis, terms or conditions resulting from increased usage or aggregation of activity by multiple UC Locations. All contractual administration issues (e.g. terms and conditions, extensions, and renewals), operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual UC Locations will be addressed, administered, and resolved by each UC Location. Any delay in payment or other operational issue involving one UC Location will not adversely affect any other UC Location.

## 15. Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

- a. Attachment A: UC San Diego Medical and Surgical Supplies RFP #2018AO



- b. Appendix A: UC Terms and Conditions of Purchase
- c. Appendix B: UC Appendix—Electronic Commerce
- d. Appendix C: Federal Government Contracts Special Terms and Conditions
- e. Appendix D: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- f. Appendix E: Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
- g. Appendix F: Certification Regarding Debarment, Suspension, Proposed Debarment, and Other responsibility Matters (First Tier Subcontractor)
- h. Appendix G: UC Appendix—Data Security
- i. Appendix H: UC FEMA Appendix
- j. Exhibit A: Response for National Cooperative Contract
- k. Exhibit F: Federal Funds Certifications
- l. Exhibit G: New Jersey Business Compliance

## 20. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

This Agreement can only be signed by an authorized representative with the proper delegation of authority.

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

**Signature on File**

(Signature)

Todd Adams

(Printed Name, Title)

11/10/2021

November 3<sup>rd</sup>, 2021

MEDLINE INDUSTRIES, LP.

**Signature on File**

(Signature)

Chris Powers

(Printed Name, Title)

11/9/2021

November 3<sup>rd</sup>, 2021



## Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: \_\_\_\_\_

Bid/Contract/PO #: \_\_\_\_\_

Company Name: <b>Medline Industries, LP</b>	Company Contact: <b>Brian Guth</b>
Contact Phone: <b>224-200-6753</b>	Contact Email: <b>BGuth@medline.com</b>

### The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

### Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

### The full text for the county's ethics and procurement policies and ordinances are available at:

<https://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have read, and understand these requirements.

Authorized Signature

Printed Name

Chris Powers

Title

VP of Government Sales

Date

3/28/2023

Attach additional sheets if necessary. Sign each sheet and number each page. **PAGE 1 OF 1 (total number of pages)**



## Care Center Requisition Under \$30,000

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 23-1390

**Agenda Date:** 4/4/2023

**Agenda #:** 7.J.

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Procurement Review Comprehensive Checklist  
Procurement Services Division  
This form must accompany all Purchase Order Requisitions

### SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 23-1289	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$17,000.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 04/04/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$17,000.00
	CURRENT TERM TOTAL COST: \$17,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Redsail Technologies, LLC	VENDOR #: 34012	DEPT: DuPage Care Center	DEPT CONTACT NAME: Jonathan Klimek
VENDOR CONTACT: Brent Thomasson	VENDOR CONTACT PHONE: 864-253-8632	DEPT CONTACT PHONE #: 630-784-4275	DEPT CONTACT EMAIL: Jonathan.klimek@dupageco.org
VENDOR CONTACT EMAIL: brent.thomasson@redsailtechnologies.com	VENDOR WEBSITE:	DEPT REQ #: 7381	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Software and software maintenance for the data system in the Pharmacy Department, for the period May 1, 2023 through April 30, 2024, for a total contract not to exceed \$17,000.00. Also to include miscellaneous other charges as necessary, per 55 ILCS 5/5-1022 "COMPETITIVE BIDS" (D) IT/TELECOM PURCHASES UNDER \$35,000.00			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The Pharmacy Department uses a data system to electronically store prescriptions. The system keeps track of patient information, inventory and billing. DPCC purchases a maintenance agreement each year to keep the system up to date on pricing, clinical information and regulatory information. The software allows new prescriptions and filling refills quick and easy. HIPAA-compliant system makes processing claims, reporting, managing inventory and maintaining and updating data easier. Redsail offers a range of integrated services and systems that enhance work flow and patient safety in our pharmacy while providing the comprehensive management tools necessary for better service and profitability. The DPCC Pharmacy has utilized the data system since 1998 with little to no interruption in service. The system is flexible enough to interface with new technology and is adaptable with the needs to our inpatient and outpatient needs of our Pharmacy Department.			

### SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. PER 55 ILCS 5/5-1022 'COMPETITIVE BIDS' (D) IT/TELECOM PURCHASES UNDER \$35,000.00
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

### SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Redsail Technologies, LLC	Vendor#: 34012	Dept: DuPage Care Center	Division: Pharmacy
Attn: Brent Thomasson	Email: Brent.thomasson@redsailtechnologies.com	Attn: Jonathan Klimek	Email: jonathan.klimek@dupageco.org
Address: 201 W. St. John Street	City: Spartanburg	Address: 400 N. County Farm Road	City: Wheaton
State: SC	Zip: 29306	State: IL	Zip: 60187
Phone: 800-845-7558	Fax:	Phone: 630-784-4275	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Redsail Technologies, LLC	Vendor#: 34012	Dept: DuPage Care Center	Division: Pharmacy
Attn:	Email:	Attn:	Email:
Address: PO Box	City: Charlotte	Address: 400 N. County Farm Road	City: Wheaton
State: NC	Zip: 28289	State: IL	Zip: 60187
Phone: 800-845-7558	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 1, 2023	Contract End Date (PO25): April 30, 2024
Contract Administrator (PO25): Christine Kliebhan			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Software & maintenance for the Data System in the Pharmacy Department	FY23	1200	2085	53250		4,000.00	4,000.00
2	1	EA		Software & maintenance for the Data System in the Pharmacy Department	FY23	1200	2085	53807		8,000.00	8,000.00
3	1	EA		Software & maintenance for the Data System in the Pharmacy Department	FY24	1200	2085	53250		3,000.00	3,000.00
4	1	EA		Software & maintenance for the Data System in the Pharmacy Department	FY24	1200	2085	53807		2,000.00	2,000.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 17,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Software and software maintenance for the data system in the Pharmacy Department, for the period May 1, 2023 through April 30, 2024, for a total contract not to exceed \$17,000.00. Also to include miscellaneous other charges as necessary, per 55 ILCS 5/5-1022 "COMPETITIVE BIDS" (D) IT/TELECOM PURCHASES UNDER \$35,000.00
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. April 4, 2023 Human Services
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☐ W-9 ☒ Vendor Ethics Disclosure Statement



## Memorandum

**From:** Ashley Daniel  
**Date:** March 13, 2023

Please find below the charges that we show you are currently being billed for. Please keep in mind as items (software/ hardware) are added they would not be reflected below. These prices are firm only if no changes are made.

DUPAGE COUNTY CONV. CNTR.	7569IL	SOFTWARE MAINTENANCE	\$3164.00/ YR
		PRICE UPDATES	\$150.00/ QTR
		CLINICAL UPDATES	\$190.00/ QTR
		AUTOMED YRLY SOFTWARE	\$150.00/ YR
		DRUG IMAGES/ IMPRINTS	\$60.00/ QTR
		ARCHITEXT SOFT UPDATES	\$150.00/ YR
		POINT CLICK CARE	\$106.25/ MO
	7569	WEBCONNECT SOFTWARE	\$1050.00/ YR
DUPAGE COUNTY SVR. PHCY	7569I1	SOFTWARE MAINTENANCE	\$865.00/ YR
		PRICE UPDATES	\$75.00/ QTR
		CLINICALUPDATES	\$75.00/ QTR
		ARCHITEXT SOFT UPDATES	\$150.00/ YR
	7569S1	POS SOFTWARE MAINTENANCE	\$568.00/ YR
	7569V1	IVR SOFTWARE MAINTENANCE	\$630.00/ YR



**Powerline transactions are billed at .076/transaction, however, there are some plans that will have a higher rate due to the fact that they go through a third party and not directly through QS/1. These third parties bill QS/1 therefore we pass those charges along to you.**

**QS/1® | INTEGRA® | POWERLINE® | PUBLIQ®**

RedSail Technologies, LLC | 201 W. Saint John St., Spartanburg, SC 29306 | 800.845.7558 | [redsailtechnologies.com](http://redsailtechnologies.com)





## Required Vendor Ethics Disclosure Statement

Date: 2.16.2023

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Bid/Contract/PO #: \_\_\_\_\_

Company Name: RedSail Technologies, LLC	Company Contact: Brent Thomasson
Contact Phone: 864-253-8600	Contact Email: brent.thomasson@redsailtechnologies.com

### The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

### Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Signature on File

Printed Name

Brent Thomasson

Title

SVP and Corporate Controller

Date

2.16.2023

Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)



## Care Center Requisition Under \$30,000

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 23-1391

**Agenda Date:** 4/4/2023

**Agenda #:** 7.K.

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Procurement Review Comprehensive Checklist  
Procurement Services Division  
This form must accompany all Purchase Order Requisitions

### SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 23-1313	RFP, BID, QUOTE OR RENEWAL #: Quote	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$17,390.48
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 04/04/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: \$17,390.48	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Seqirus USA, Inc.	VENDOR #: 26612	DEPT: DuPage Care Center	DEPT CONTACT NAME: Jonathan Klimek
VENDOR CONTACT: Sandra Lafoca	VENDOR CONTACT PHONE: 1-855-358-8966	DEPT CONTACT PHONE #: 630-784-4275	DEPT CONTACT EMAIL: jonathan.klimek@dupageco.org
VENDOR CONTACT EMAIL: customerservice.us@seqirus.com	VENDOR WEBSITE:	DEPT REQ #: 7383	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Flu vaccinations for the DuPage Care Center Residents for the period April 5, 2023 through April 4, 2024, for a total amount not to exceed \$17,390.48, per quote. The Illinois Department of Public Aid request Nursing Facilities to purchase the flu vaccine from their pharmacies, which in turn bill Medicare.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The DuPage Care Center offers annual vaccines or influenza to it's residents as well as staff. Vaccination is the most effective way of preventing influenza in the elderly. Jonathan Klimek, DuPage Care Center Pharmacist obtained quotes for better pricing per Managed Healthcare Association (MHA Contract, which only a pharmacist has access) NOTE: Better pricing for the Care Center if order is pre booked prior to April 14, 2023. Seqirus USA \$17,390.48 FFF Enterprises \$17,575.43 McKesson Medical Surgical \$18,474.36			

### SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. LOWEST RESPONSIBLE QUOTE/BID (QUOTE < \$25,000, BID ≥ \$25,000; ATTACH TABULATION)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

### SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Seqirus USA Inc.	Vendor#: 26612	Dept: DuPage Care Center	Division: Pharmacy
Attn: Kara Boykins	Email: kara.boykins@ec.seqirus.com	Attn: Jonathan Klimek	Email: jonathan.klimek@dupageco.org
Address: 1020 First Avenue, PO Box 61501	City: King of Prussia	Address: 400 N. County Farm Road	City: Wheaton
State: PA	Zip: 19406	State: IL	Zip: 60187
Phone: 1-877-374-0696	Fax:	Phone: 630-784-4275	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Seqirus USA Inc.	Vendor#: 26612	Dept: DuPage Care Center	Division: Pharmacy
Attn: Bank of America Lockbox	Email:	Attn: Jonathan Klimek	Email: jonathan.klimek@dupageco.org
Address: PO Box 745986	City: Atlanta	Address: 400 N. County Farm Road	City: Wheaton
State: GA	Zip: 30374-5986	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-784-4275	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): April 5, 2023	Contract End Date (PO25): April 4, 2024
Contract Administrator (PO25): Christine Kliebhan			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	12	EA		Flucelvax Quadrivalent 5-ml multi-dose vial	FY23	1200	2085	52300		223.61	2,683.32
2	25	EA		Fluad Quadrivalent 0.5-ml pre-filled syringe (x10 each)	FY23	1200	2085	52300		598.70	14,967.50
3	1	EA		Federal Excise Tax	FY23	1200	2085	52300		277.50	277.50
4	1	EA		Discount prior to 04/14/23 booking	FY23	1200	2085	52300		-537.84	-537.84
<b>FY is required, assure the correct FY is selected.</b>										Requisition Total	\$ 17,390.48

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Flu vaccinations for the DuPage Care Center Residents for the period April 5, 2023 through April 4, 2024, for a total amount not to exceed \$17,390.48, per quote. The Illinois Department of Public Aid request Nursing Facilities to purchase the flu vaccine from their pharmacies, which in turn bill Medicare.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. April 4, 2023 Human Services Committee
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☐ W-9 ☒ Vendor Ethics Disclosure Statement



CSL Seqirus



Kara 877-374-0696  
X3086 #

My Cart

2023-2024 Season Begins  
October 24, 2022

New Order

Reserve for  
2023 - 2024 Season

Order for  
2022 - 2023 Season

Order via  
File Upload

Back to Product Selection

Feedback

	FLUCELVAX QUADRIVALENT	FLUAD QUADRIVALENT
	5-mL multi-dose vial	0.5-mL pre-filled syringe <i>x10 each</i>
DuPage Convalescent Center 400 N County Farm Road, , Wheaton, IL, 60187	12	25
Total Unit Quantity	12	25
Total Cost	\$2,683.32	\$14,967.50
<i>each, \$223.61      \$578.70 = 17,650.82</i>		

**Billing Location**

400 County Farm Road,  
Wheaton, IL, 60187

*Your billing location is where invoices will be sent. Any billing location edits may take several business days to verify and may impact ability to place orders.*

**Update Billing Location****Payer Location**

400 County Farm Road,  
Wheaton, IL, 60187

*Your payer location is where all account statements will be sent, and can be the same as your billing location. Any payer location edits may take several business days to verify and may impact ability to place orders.*

**Update Payer Location****Enter PO Numbers****PO NUMBER**[Autogenerate PO](#)**Order Total**



Subtotal: \$17,650.82

Federal Excise Tax: \$277.50

Total Cost : \$17,928.32

- 537.84  
17,390.48

Additional 3% Disc  
through MHA  
prior to 4/14/23

### Shipping Timeframes

Your **Orders** page offers the most recent shipping information as shipping dates approach.

### Expected Shipping for 2023-2024

Shipping for the 2023-2024 season is expected to begin Aug 2023. Deliveries are prioritized based on when they were ordered. Please refer to your **Orders** page for the most recent shipping information and shipping dates.

- ☐ By placing this order, I am confirming that I have read and agree to the Terms and Conditions of Sale.
- ☐ By placing this order, I am confirming that I have read and agree to the Terms and Conditions of Returnability.

**Place Order**

**Navigate**[Home](#)[flu360 Overview](#)[Products](#)[Tools & Resources](#)[About](#)[Help & FAQs](#)[Cookie Policy](#)[Delivery Issues](#)**Website Terms of Use**[Terms and Conditions of Privacy](#)[Terms and Conditions of Returnability](#)[Terms and Conditions of Use](#)[Terms and Conditions of Sale – 2023-2024](#)[Terms and Conditions of Sale – 2022-2023](#)[Terms and Conditions of Sale – 2022-2023 as of April 2022](#)

**Visit Our Corporate Site  
at [seqirus.us](https://www.seqirus.us)**

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Distributed by: Seqirus USA Inc., 25 Deforest Avenue, Summit, NJ, 07901, USA

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## Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 03/21/2023

Bid/Contract/PO #:

Company Name: <u>Seqirus USA Inc</u>	Company Contact: <u>Customer Service Team</u>
Contact Phone: <u>1-855-358-8966</u>	Contact Email: <u>customerservice.us@seqirus.com</u>

### The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

### Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature Signature on File

Printed Name Sandra Lafoca

Title Director, Customer Service

Date March 21, 2023

Attach additional sheets if necessary. Sign each sheet and number each page. **PAGE 1 OF 1** (total number of pages)



## Budget Transfer

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 23-1392

**Agenda Date:** 4/4/2023

**Agenda #:** 8.A.

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**DuPage County, Illinois  
BUDGET ADJUSTMENT  
Effective October, 2022**

LIHEAP GRANTS

From: 5000  
Company #

From: Company/Accounting Unit Name \_\_\_\_\_

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
1420	50000		REGULAR SALARIES	\$ 20,000.00	245,731.54	275,731.54	3/14/23
1420	53821		ENERGY GRANTS	\$ 17,500.00	1,053,983.66	1,036,483.66	3/14/23
Total				\$ 37,500.00			

LIHEAP GRANTS

To: 5000  
Company #

To: Company/Accounting Unit Name \_\_\_\_\_

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
1420	50010		OVERTIME	\$ 25,000.00	(12,209.70)	12,790.30	3/14/23
1420	51000		BENEFIT PAYMENTS	\$ 5,000.00	(622.54)	4,377.46	3/14/23
1420	52100		I.T. EQUIPMENT-SMALL VALUE	\$ 4,000.00	(257.37)	3,742.63	3/14/23
1420	52200		OPERATING SUPPLIES & MATERIALS	\$ 1,000.00	779.49	1,779.49	3/14/23
1420	53600		DUES & MEMBERSHIPS	\$ 1,500.00	(314.50)	1,185.50	3/14/23
1420	53800		PRINTING	\$ 1,000.00	88.80	1,088.80	3/14/23
Total				\$ 37,500.00			

Reason for Request:

There are budget shortages identified on the Liheap grant AU1420. This budget transfer is to cover budget shortages in overtime, benefit payments, IT equipment-small value, supplies, dues and memberships and printing costs.

Signature on File \_\_\_\_\_

Department Head \_\_\_\_\_

Signature on File \_\_\_\_\_

Chief Financial Officer \_\_\_\_\_

Activity \_\_\_\_\_

(optional)

Date \_\_\_\_\_

Date \_\_\_\_\_

\*\*\*\*Please sign in blue ink on the original form\*\*\*\*

Finance Department Use Only		
Fiscal Year _____	Budget Journal # _____	Acctg Period _____
Entered By/Date _____	Released & Posted By/Date _____	

HHS - 4/4/23

FIN/CB - 4/11/23



## Authorization to Travel

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 23-1393

**Agenda Date:** 4/4/2023

**Agenda #:** 9.A.

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## OVERNIGHT/OUT-OF-STATE TRAVEL REQUEST

Valid for overnight and/or out-of-state travel

Revised 1-08-2019

REQUEST DATE:	3/8/2023
NAME:	TITLE: DB and Report Specialist
DEPARTMENT: Community Services	ACCOUNT CODE: 5000-1480,5000-1470
PURPOSE OF TRIP: (explain fully the necessity of making the trip) Attendance at WellSky Services (our HMIS database service provider) for ongoing training to support HMIS and Continuum of Care staff to further address reporting and data needs. Travel expenses are grant authorized and will be paid out of our HUD CoC HMIS (5000-1480), ESG (5000-1470), and ESG CV (5000-1470 CV) funding sources.	
DESTINATION: Overland Park, KS	
DATE OF DEPARTURE: 6/11/2023	DATE OF RETURN ARRIVAL: 6/15/2023
(Please include a detailed explanation if different from official business dates) Arriving on Sunday, 6/11 for the training conference begins the morning of 6/12 through 6/14.	
<b>Please indicate the estimated amount for each applicable expense.</b>	
REGISTRATION:	\$735.00
TRANSPORTATION:	\$955.00
LODGING	\$850.00
MISCELLANEOUS EXPENSES (parking, mileage, etc.)	\$0.00
RENTAL CAR: (explain fully the necessity)	\$0.00
REFERENCE MATERIALS:	\$0.00
MEALS: (Per Diems)	\$277.50
TOTAL	\$2,817.50

### REVIEWED BY AND DATE APPROVED:

Signature on File

Department Head: \_\_\_\_\_

Date: 3/20/23

(Signature)

Committee Name: \_\_\_\_\_

Date: \_\_\_\_\_

ALL OVERNIGHT TRAVEL

County Board: \_\_\_\_\_

Date: \_\_\_\_\_

ONLY OUT-OF-STATE TRAVEL

Please note: If actual costs exceed the estimates, this form must be re-submitted for approval.



## Authorization to Travel

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 23-1394

**Agenda Date:** 4/4/2023

**Agenda #:** 9.B.

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## OVERNIGHT/OUT-OF-STATE TRAVEL REQUEST

Valid for overnight and/or out-of-state travel  
Revised 1-08-2019

REQUEST DATE:	3/30/2023
NAME:	TITLE: Comm. Services Manager
DEPARTMENT: Senior Services	ACCOUNT CODE: 5000-1720
PURPOSE OF TRIP: (explain fully the necessity of making the trip)	
Mandatory Regional Ombudsman Quarterly Meeting and Long-Term Care Advisory Group Meeting in Springfield, IL.	
DESTINATION: Springfield, IL	
DATE OF DEPARTURE: 4/18/2023	DATE OF RETURN ARRIVAL: 4/20/2023
(Please include a detailed explanation if different from official business dates)	
<b>Please indicate the estimated amount for each applicable expense.</b>	
REGISTRATION:	\$0.00
TRANSPORTATION:	\$220.00
LODGING	\$200.00
MISCELLANEOUS EXPENSES (parking, mileage, etc.)	\$0.00
RENTAL CAR: (explain fully the necessity)	\$0.00
REFERENCE MATERIALS:	\$0.00
MEALS: (Per Diems)	\$140.00
TOTAL	\$560.00

### REVIEWED BY AND DATE APPROVED:

Signature on File

Department Head: \_\_\_\_\_  
(Signature)

Date: 3/30/23

Committee Name: \_\_\_\_\_  
ALL OVERNIGHT TRAVEL

Date: \_\_\_\_\_

County Board: \_\_\_\_\_  
ONLY OUT-OF-STATE TRAVEL

Date: \_\_\_\_\_

Please note: If actual costs exceed the estimates, this form must be re-submitted for approval.



## Authorization to Travel

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 23-1407

**Agenda Date:** 4/4/2023

**Agenda #:** 9.C.

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Valid for overnight and/or out-of-state travel  
Revised 1-08-2019

REVIEWED BY AND DATE APPROVED:

Date: \_\_\_\_\_

103



## Consent Item

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 23-1395

**Agenda Date:** 4/4/2023

**Agenda #:** 10.A.

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# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date:

MinuteTraq (IQM2) ID #:

Mar 23, 2023

23-1312

Consent  
HS 4/4  
CB 4/11

<b>Purchase Order #:</b> 6328-0001 SERV	<b>Original Purchase Order Date:</b> Feb 28, 2023	<b>Change Order #:</b> 1	<b>Department:</b> DuPage Care Center
<b>Vendor Name:</b> SpotOn Enterprises		<b>Vendor #:</b> 41343	<b>Dept Contact:</b> Mario Plata
<b>Background and/or Reason for Change Order Request:</b>	<p>This contract purchase order is for Point of Sale System for the DuPage Care Center Dining Services and other cafe's on County Campus, for a three (3) one (1) year period March 1, 2023 through February 28, 2026, for a total contract not to exceed \$47,713.45, per bid #23-002-DCC.</p> <p>SpotOn Enterprises has made changes to the original contract agreement, which has been reviewed and approved by DuPage County's State's Attorney's Office.</p> <p>(NOTE: PO 6328-0001 has not been released to the vendor. After this Change Order has been approved by Human Services Committee and County Board, Procurement will execute the contract and release the Purchase Order)</p>		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

☒ (A) Were not reasonably foreseeable at the time the contract was signed.

☐ (B) The change is germane to the original contract as signed.

☐ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$47,713.45
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$47,713.45
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$47,713.45
F	Percent of current contract value this Change Order represents (D / C)	0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	0.00%
<b>DECISION MEMO NOT REQUIRED</b>		

☐ Cancel entire order

☐ Close Contract

☐ Contract Extension (29 days)

☐ Consent Only

☐ Change budget code from: \_\_\_\_\_ to: \_\_\_\_\_

☐ Increase/Decrease quantity from: \_\_\_\_\_ to: \_\_\_\_\_

☐ Price shows: \_\_\_\_\_ should be: \_\_\_\_\_

☐ Decrease remaining encumbrance and close contract

☐ Increase encumbrance and close contract

☐ Decrease encumbrance

☐ Increase encumbrance

### DECISION MEMO REQUIRED

☐ Increase (greater than 29 days) contract expiration from: \_\_\_\_\_ to: \_\_\_\_\_

☐ Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount ☐ Funding Source \_\_\_\_\_

☒ OTHER - explain below:

SpotOn Enterprises has made changes to the original contract agreement, which has been reviewed and approved by the State's Attorney's Office

cdk	4208	Mar 23, 2023		Mar 23, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext
<b>REVIEWED BY (Initials Only)</b>				
Buyer	Date	Procurement Officer	Date	3/24/23



## Decision Memo

### Procurement Services Division

This form is required for all Professional Service Contracts over \$25,000 and as otherwise required by the Procurement Review Checklist.

Date: Mar 23, 2023

MinuteTraq (IQM2) ID #: 23-1312

Department Requisition #: 6328-0001SERV

Requesting Department: DuPage Care Center	Department Contact: Mairo Plata
Contact Email: mario.plata@dupageco.org	Contact Phone: 630-784-4416
Vendor Name: SpotOn Enterprises	Vendor #: 41343

**Action Requested** - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Approve changes to the original contract agreement

**Summary Explanation/Background** - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

Point of Sale System for the DuPage Care Center Dining Services and other cafe's on County Campus, for a three (3) one (1) year period March 1, 2023 through February 28, 2026, for a total contract amount not to exceed \$47,713.45, per bid #23-002-DCC

#### Strategic Impact

Customer Service

Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

With an updated system that will be easier for staff to work with and customer will have a quicker and better experience with making a transaction with this point of sale system.

**Source Selection/Vetting Information** - Describe method used to select source.

#23-002-DCC

**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

- 1) Approve changes to the original contract agreement
- 2) Do not approve changes to the original contract agreement, which will leave us with equipment beyond repair.

**Fiscal Impact/Cost Summary** - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

FY23 FY24, FY25 and FY26 have been budgeted for



## POINT OF SALE AS A SERVICE

### SUBSCRIPTION AND PROFESSIONAL SERVICES AGREEMENT

THIS POINT OF SALE AS A SERVICE SUBSCRIPTION AND PROFESSIONAL SERVICES AGREEMENT (the “**Agreement**”) is entered into as of \_\_\_\_\_ (the “**Effective Date**”), by and between SpotOn Transact, LLC, a limited liability corporation (“**SpotOn**”), located at 100 California Street, 9th floor, San Francisco, CA 94111, and \_\_\_\_\_, a \_\_\_\_\_ corporation (“**Operator**”), located at \_\_\_\_\_. SpotOn and Operator may each be referred to herein as a “**party**” or collectively, as the “**parties**.”

### RECITALS

WHEREAS, SpotOn is a provider of a proprietary, cloud-based, point of sale hardware, software and services system, as more fully described herein. This Agreement contains the terms and conditions under which SpotOn will provide to Operator any goods and services, and access to SpotOn’s proprietary point of sale system, Transact and product support teams.

NOW THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties, intending to be legally bound, agree as follows:

### AGREEMENT

#### 1. CONTRACT DOCUMENTS; DEFINITIONS

1.1 General Terms and Conditions. The body of this Agreement and all exhibits, schedules and annexes hereto set forth the terms and conditions pursuant to which the parties may enter into Statements of Work and Purchase Orders (each, as defined herein).

1.2 Statements of Work and Purchase Orders. To the extent Operator wishes, from time to time, to enter into an agreement for SpotOn to perform Development Services (as defined herein) in connection with this Agreement, the parties will execute a Statement of Work under this Agreement in the form annexed hereto as **Exhibit A** (each, an “**SOW**”), and each SOW shall be incorporated herein by this reference and become part of and be governed by this Agreement. To the extent Operator wishes to license and/or purchase any SpotOn products or services from SpotOn under this Agreement (other than the Deliverables (as defined herein) due under a particular SOW), including but not limited to, SpotOn Transact, SpotOn Hardware and Services (other than Development Services which shall be governed by a SOW as set forth herein), the parties will execute a Purchase Order under this Agreement substantially in the form annexed hereto as **Exhibit B** (each, a “**Purchase Order**”), and each Purchase Order shall be incorporated herein by this reference and become part of and be governed by this Agreement.

1.3 Definitions. The following terms shall have the meanings ascribed to them in this Section:

(a) “**Acceptance Criteria**” means the criteria used to determine whether a Deliverable is ready for Acceptance under an SOW. The Acceptance Criteria will include the requirement that the applicable Deliverable: (i) has been completed and delivered/achieved in accordance with the applicable SOW; (ii) meets the specifications under an applicable SOW, which in the case of software Deliverables must be demonstrated by the successful completion of testing by SpotOn (including unit, string, regression, functional, integration, system/performance and stress/volume, as determined by SpotOn to be necessary) and the satisfactory completion of SpotOn’s quality assurance program with respect to the Deliverable; (iii) has been properly and fully documented pursuant to the Agreement and the applicable SOW; and (iv) complies with all testing criteria set forth in the Agreement and the applicable SOW and such other criteria as may be developed and agreed upon by the parties.

(b) “**Acceptance Test Period**” means the time period during which each Deliverable will be subject to Acceptance Testing by Operator as described in the applicable SOW. Unless otherwise specified in the

applicable SOW, the Acceptance Test Period will be thirty (30) calendar days following the date on which the Deliverable is delivered by SpotOn to Operator for the purpose of Acceptance Testing.

(c) **“Acceptance Testing”** means the testing performed by Operator during the Acceptance Test Period to determine whether the Deliverable meets the applicable Acceptance Criteria.

(d) **“Access Credentials”** means the secure method by which SpotOn provides Operator access to the SpotOn Transact and other systems. Access Credentials can include, without limitation: (i) user ID and password, VPN login information, a security token or other means to authenticate Operator’s identity to SpotOn computer systems; or (ii) a dedicated telecommunications network connection or virtual private network connection to SpotOn Transact or other SpotOn systems.

(e) **“Affiliate”** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

(f) **“SpotOn Hardware”** means all tangible items of equipment and other hardware provided by SpotOn to Operator in connection with this Agreement, as specified in a Purchase Order.

(g) **“SpotOn Platform”** means the proprietary, cloud-based, point of sale hardware, software and services system developed and owned by SpotOn, including but not limited to, the SpotOn Hardware, the SpotOn Transact, the Ordering System, the SpotOn Web Portal and the Services, as applicable, for (i) the transacting and processing of concession and Merchandise orders from end-user customers and (ii) the provision of back-of-house data, analytics and inventory management and reporting tools.

(h) **“SpotOn Transact”** means, generically or together, the SpotOn Platform (other than SpotOn Hardware or any other hardware and the Services), copies of computer programs and software that SpotOn provides for use in conjunction with SpotOn Hardware or to end users to facilitate their purchase of Merchandise or use of the SpotOn Platform, and any and all related software applications (including mobile applications), Transact and documentation of SpotOn provided hereunder.

(i) **“SpotOn Web Portal”** means the web-based management console and related tools accessible by Operator using an Internet browser and Access Credentials.

(j) **“Deliverable”** means any materials, products and software delivered or required under any SOW.

(k) **“Deposit”** means the Hardware Fees, taxes and shipping and handling fees required to be paid under a Purchase Order prior to SpotOn beginning the procurement process for certain SpotOn Hardware.

(l) **“Development Services”** means the custom software development services or other professional services provided by SpotOn to Operator under any SOW.

(m) **“Error”** means a failure of the SpotOn Transact to perform substantially in accordance with the material technical specification set forth in the applicable written functional description of the SpotOn Transact delivered to Operator by SpotOn with the SpotOn Transact (excluding faults in such documentation).

(n) **“Hardware Fees”** means the fees payable by Operator to SpotOn for the purchase of SpotOn Hardware under any Purchase Order.

(o) **“License Activation Date”** shall mean the date on which SpotOn provides Access Credentials to Operator and makes the SpotOn Platform available for Operator access with respect to a particular Operator location.

(p) **“Location”** means a location or venue operated by Operator for which Services are provided hereunder, all in accordance with the terms of this Agreement and any applicable Purchase Order.



- (q) **“Merchandise”** means a concession or item of merchandise offered for sale or sold by Operator.
- (r) **“Nonconformity”** means, in both its single and plural forms, any failure, error, defect or inadequacy that impairs the functionality and use of a Deliverable, mutually identified by the parties, including any failure (other than trivial failures) to meet any of the Deliverable’s specifications or its Acceptance Criteria.
- (s) **“Operator Data”** means any data used, generated or stored by SpotOn (or its subcontractors) in connection with Operator’s use of the SpotOn Platform, including without limitation, Operator’s end user customers’ transaction data and personally identifiable information.
- (t) **“Ordering System”** means the mobile application and other point-of-sale systems and technology developed by SpotOn for use by Operator’s end users to input and transmit orders for Merchandise via the SpotOn Platform.
- (u) **“POSaaS”** means point of sale as a service.
- (v) **“Reports”** means reports that are available to Operator through the SpotOn Web Portal.
- (w) **“Service Level Agreement”** means the agreement between SpotOn and Operator setting forth the Support Services to be provided by SpotOn hereunder, annexed hereto as **Exhibit C**.
- (x) **“Services”** means, collectively, the Development Services, the Set-up Services, the Subscription Services and the Support Services.
- (y) **“Set-up Services”** means the services provided to Operator by SpotOn described in Section 2.2.
- (z) **“Subscription Services”** means the services provided to Operator by SpotOn described in Section 2.4.
- (aa) **“Support Services”** means the services provided by SpotOn to Operator under any Service Level Agreement.
- (bb) **“Term”** has the meaning set forth in Section 6.1.

## 2. SERVICES

2.1 Development Services. Operator and SpotOn shall execute a SOW for any Development Services Operator wishes SpotOn to provide. Each SOW shall constitute an agreement by and between Operator and SpotOn that, among other things, all of the terms and conditions of this Agreement shall govern the provision of Development Services specified in such SOW.

2.2 Set-Up Services. Subject to the terms and conditions of this Agreement, SpotOn will assist Operator in (a) the procurement and installation of the SpotOn Hardware; (b) the installation and testing of the SpotOn Platform; and (c) the training of Operator’s personnel to use the SpotOn Platform, such Set-Up Services to be provided at a location, cost and dates/times to be expressly specified in a Purchase Order. In connection with the Set-up Services, Operator will provide to SpotOn a list of all Merchandise that Operator sells, including retail purchase prices therefor (**“Merchandise List”**) via the SpotOn Web Portal, as well as provide materials (such as photos) reasonably necessary to customize the Ordering System’s user interface for Operator’s use. Additional onsite support beyond the Set-Up Services is subject to the terms set forth in any applicable Purchase Order or Service Level Agreement.

2.3 Project Management. SpotOn and Operator will each identify a project manager who is sufficiently experienced to provide the information and support necessary to the other party for (a) the performance of the Development Services under any SOW or (b) the Set-Up Services under any Purchase Order. The parties’ respective project managers shall be the primary points of contact for inquiries and requests. Each such project manager shall

provide the other with such information and assistance as may be reasonably requested by the other from time to time for the purpose of the performance of the Development Services or the Set-Up Services, as applicable.

2.4 Subscription Services. During the Term of this Agreement, SpotOn shall provide to Operator the recurring POSaaS services that are specified in a Purchase Order, all on the terms and conditions set forth therein and herein.

2.5 Support Services. During the Term of this Agreement, SpotOn shall provide to Operator the Support Services set forth in the Service Level Agreement. Unless otherwise expressly agreed to by SpotOn in a separate written agreement between the parties, the Support Services do not include any support for, or relating to, any third-party equipment or software.

2.6 Acceptance; Change Requests. Except to the extent expressly provided in a SOW, the parties agree to comply with the Acceptance processes, procedures and requirements contained in **Exhibit D** annexed hereto. Either party may propose changes to the Services scope or performance schedule under any SOW or Purchase Order by providing a request in writing to the other party, it being understood that SpotOn shall be entitled to changes in scope or performance schedule without penalty where changes in scope or delays in performance are caused by Operator or any third party acting on Operator's behalf or in concert therewith. Mutually agreed upon change requests will include any resulting adjustments to the Fees (as defined herein) charged and become part of the relevant SOW or Purchase Order when signed by both parties (each, a "**Change Request**").

### 3. **USE OF THE SPOTON PLATFORM**

3.1 Access to the SpotOn Platform. Subject to the terms and conditions of this Agreement, SpotOn grants to Operator a limited, non-exclusive, non-transferable, non-sub licensable right during the Term to: (a) use the SpotOn Transact, the Ordering System and the SpotOn Hardware to access the SpotOn Platform on a POSaaS basis solely to: (i) receive, process and fulfill Merchandise orders; and (ii) communicate with customers in connection with Merchandise orders, as necessary to process and fulfill Merchandise orders; and (b) use the SpotOn Web Portal to: (i) access, review and download Reports; and (ii) access the SpotOn Platform to perform other administrative functions permitted under this Agreement; in each case, solely in connection with Operator's sales of Merchandise and Operator's internal business operations.

3.2 Submissions to SpotOn Platform. Operator grants SpotOn a limited, non-exclusive, non-transferable, non-sublicensable right during the Term to make, use, modify, improve, reproduce and distribute copies, publicly display and perform all writings, pictorial works, audiovisual works, motion pictures and all other works that Operator submits to the SpotOn Platform for the purpose of performing under this Agreement and enabling Operator's use of the SpotOn Platform to sell Merchandise (the "**Works**"). Operator represents, warrants and guarantees that: (a) the Works are original to Operator or were made on Operator's behalf and Operator owns or possesses sufficient right under all copyrights, patents, trademarks and all other intellectual property rights of all parties relating to the Works necessary to grant this license; and that (b) submitting and using the Works publicly in connection with the SpotOn Platform will (i) cause no injury, (ii) violate no third party's rights of privacy or publicity, or (ii) not constitute a wrongful or illegal act of any kind.

3.3 Payment Transactions. Except as otherwise provided on any applicable Purchase Order, the Operator is solely responsible for processing and collecting any and all payments for Merchandise purchased through the SpotOn Platform, using the Operator's own third-party payment and/or gateway processor(s).

3.4 Updates to Merchandise List. During the Term, Operator will promptly and regularly update the Merchandise List through the SpotOn Web Portal to reflect any changes in Merchandise offerings. Operator shall maintain accurate prices for all Merchandise to reflect the actual retail price for such Merchandise (including any applicable taxes) at Operator's physical concession stands or otherwise.

3.5 Use Restrictions. Except as otherwise expressly provided in this Agreement or to the extent such restrictions are impermissible pursuant to applicable law, Operator will not, and will not permit or authorize third parties to: (i) modify, reproduce, translate, enhance, disassemble, decompile, reverse engineer or create derivative works of any portion of the SpotOn Transact; (ii) make rent, lease or otherwise permit third parties to use any portion of the SpotOn Transact; (iii) remove, obscure or alter any SpotOn trademark, logo or marking from any SpotOn Hardware or within

any SpotOn Transact; (iv) operate any SpotOn Transact end user programs on devices other than SpotOn Hardware; or (v) circumvent or disable any security or other technological features or measures of any portion of the SpotOn Transact.

3.6 Access Credentials. SpotOn may provide Operator with Access Credentials to enable Operator to access the SpotOn Platform and other services. Operator will not provide or disclose its Access Credentials to any third party and will be solely responsible for maintaining the strict confidentiality of its Access Credentials. Operator will use only its Access Credentials and not the Access Credentials of any third party. Operator will notify SpotOn immediately of any use of Operator's Access Credentials by any third party. SpotOn will have no liability for any loss that Operator incurs as a result of third party's use of Operator's Access Credentials, whether with or without Operator's knowledge or consent. Operator will be liable for any losses incurred by SpotOn or its Affiliates due to third-party use of Operator's Access Credentials.

3.7 Exclusivity. During the term of the Agreement, SpotOn shall be Operator's exclusive provider of point of sale systems. Operator shall not seek, solicit, or accept identical or similar services from other providers without the prior written consent of SpotOn.

3.8 Protection Against Unauthorized Use. Operator will use commercially reasonable efforts to prevent any unauthorized use of the SpotOn Platform and immediately notify SpotOn in writing of any unauthorized use that comes to Operator's attention. If there is unauthorized use by anyone who obtained access to the SpotOn Platform directly through Operator, Operator will take all steps reasonably necessary to terminate such unauthorized use. Operator will cooperate and assist with any reasonable actions taken by SpotOn to prevent or terminate any unauthorized use of the SpotOn Platform.

3.9 Business Practices. Operator's use of the SpotOn Platform will comply with all applicable laws and regulations, and Operator will refrain from any unethical conduct or any other conduct that may tend to damage the reputation of SpotOn. Operator will not make or publish any representations, warranties, guarantees or commitments on behalf of SpotOn concerning any matter whatsoever. Operator will ensure that all of Operator's employees who operate the SpotOn Platform are fully trained with respect to its use.

3.10 Transfer Among Locations. Operator may, with the prior written consent of SpotOn which consent may be withheld in its sole discretion, transfer the SpotOn Hardware and use of the SpotOn Platform among one or more of Operator's locations. If SpotOn believes that additional SpotOn Hardware or Services are required to accomplish any transfer, it shall advise Operator of the pricing for the SpotOn Hardware and Services required to complete the requested transfer, and SpotOn may condition the transfer upon Operator's agreement to pay for any such additional SpotOn Hardware or Services. In the event of any such transfer, and whenever an Operator location ceases operations, Operator shall reset the Access Credentials with respect to all affected SpotOn Hardware and Subscription Services, such that the Access Credentials with respect to the old or non-operating location are no longer operable.

3.11 Inspection Access. During the Term of this Agreement, SpotOn representatives shall, upon reasonable notice to Operator, be entitled to access any Operator venue using the SpotOn Platform for general servicing, training and inspection of the SpotOn Platform.

#### 4. **SPOTON HARDWARE**

4.1 SpotOn Hardware Owned by SpotOn. Unless a Purchase Order specifically provides that Operator is purchasing SpotOn Hardware, Operator acknowledges that all SpotOn Hardware remains the property of SpotOn, and that Operator possesses the SpotOn Hardware only as a licensee, subject to the terms of this Agreement, including without limitation, the licensed hardware terms and conditions set forth in **Exhibit E** annexed hereto.

4.2 Operator Purchased SpotOn Hardware; Third Party Warranty. In the event Operator purchases any SpotOn Hardware under this Agreement and any applicable Purchase Order, then upon payment in full of any Hardware Fees in respect thereof, Operator shall own all right, title and interest in and to such SpotOn Hardware. SpotOn itself provides no warranty for SpotOn Hardware that is purchased by Operator under this Agreement and any Purchase Order. SpotOn shall: (a) pass through to Operator any warranty right it receives from a third-party device manufacturer of SpotOn Hardware; and (b) reasonably cooperate with Operator in enforcing such rights, at Operator's expense.

4.3 SpotOn Hardware Maintenance Procedures. Returns of new and unused, or damaged, defective or malfunctioning SpotOn Hardware during the Term shall be governed by the procedures set forth on **Exhibit F** annexed hereto.

## 5. **BRANDING**

5.1 SpotOn Marks. Subject to the terms and conditions of this Agreement, SpotOn grants to Operator a limited, non-exclusive, non-transferable, non-sublicensable right during the Term to use the trademarks, logos and name of SpotOn (“**SpotOn Marks**”) in connection with Operator’s marketing or advertising of its use of SpotOn Platform; provided, that each use of the SpotOn Marks by Operator is approved by SpotOn in writing in advance of any such use, and that Operator will only use the SpotOn Marks in accordance with SpotOn’s trademark use guidelines. Operator acknowledges that it has no interest in the SpotOn Marks other than the license granted under this Agreement and that SpotOn will remain the sole and exclusive owner of all right, title and interest in and to the SpotOn Marks. Any use by Operator of the SpotOn Marks, and all goodwill associated therewith, will inure solely to the benefit of SpotOn.

5.2 Branding. Operator will not conceal or alter SpotOn’s trademark or branding, or its asset tracking information fixed on SpotOn Hardware. Operator will not, absent SpotOn’s express written consent, place its own branding, or that of any third party, on the SpotOn Hardware or on any SpotOn Transact or otherwise in connection with this Agreement, except that Operator may affix to SpotOn Hardware printed material displaying menu or other information of use to its end user customers. During the Term, Operator agrees that: (a) SpotOn may place the SpotOn Marks or its other standard corporate branding on any SpotOn Hardware unit related to SpotOn or the Ordering System; and (b) SpotOn may place the SpotOn Marks or its other standard corporate branding on any white-labeled, custom-developed, or other modified versions of the SpotOn Hardware, Ordering System or the SpotOn Platform.

## 6. **REPORTS**

6.1 Reports. During the Term, Operator will have access to the Reports available on the SpotOn Platform.

6.2 Error Reporting. Operator will document and promptly report to SpotOn all detected Errors in the SpotOn Transact with sufficient detail to permit SpotOn to reproduce the Error. Operator will provide reasonable assistance to SpotOn in recreating and diagnosing each Error. Operator will provide SpotOn with reasonable access to all necessary personnel to answer questions regarding Errors and other problems reported by Operator.

6.3 Error Corrections. SpotOn will use commercially reasonable efforts to correct Errors affecting Operator’s use of the SpotOn Transact with a level of effort commensurate with the severity of the Error, as more fully set forth in the Service Level Agreement.

## 7. **FEES AND PAYMENT TERMS**

7.1 Fees. Operator will pay to SpotOn the fees set forth in each SOW or Purchase Order, as applicable, including without limitation, fees for Development Services, SpotOn Hardware, Set-Up Services and Subscription Services (collectively, the “**Fees**”).

7.2 Hardware Fees. SpotOn may invoice Operator for Hardware Fees set forth in any Purchase Order immediately upon execution of such Purchase Order, or at any time thereafter. SpotOn will not be obligated to order, procure, ship or deliver to Operator any SpotOn Hardware until any Deposit on such invoiced Hardware Fees has been paid in accordance with the terms hereof; and in the event that any such Deposit is not timely paid in full, any schedule, date or deadline for the delivery of such SpotOn Hardware will be automatically extended by one day for each day the Deposit remains unpaid after the due date for the payment of such Deposit.

7.3 Service Fees. SpotOn shall invoice Operator for any Fees due in respect of Services as follows:

- (a) Development Services as set forth in the applicable SOW;

(b) Set-Up Services as set forth in the applicable Purchase Order;

(c) Subscription Services from and after the License Activation Date, as set forth herein and in the applicable Purchase Order; and

(d) Support Services as set forth in the applicable Purchase Order or Service Level Agreement.

7.4 **Payment Terms.** All invoices and payments shall be in United States Dollars. If Operator believes there is an error on any particular invoice, Operator will notify SpotOn of the error in writing within thirty (30) days of the invoice date, or else the invoice shall be deemed correct and payable in full. Operator shall pay all invoices pursuant to 50 ILCS 505, the "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods or services and **any statute of limitations to the contrary is hereby waived.** Payment shall be made by either (a) wire transfer to a bank account designated by SpotOn or (b) delivery to SpotOn of a bank check immediately payable to SpotOn and drawn on a United States bank account with sufficient funds. The parties shall work in good faith to resolve all invoice and billing disputes as soon as reasonably practicable after the dispute arises.

7.5 **Late Payments.** If Operator fails to make a payment to SpotOn when due, such unpaid amount will accrue interest at a rate equal to 1% of the unpaid balance per calendar month or the highest rate permitted by applicable law, whichever is less, determined and compounded daily from the date such payment is due until the date such payment is paid to SpotOn.

7.6 **Taxes.** Operator is responsible for and will pay all applicable sales taxes and other governmental charges on the SpotOn Hardware and Installation Services, the Merchandise and the sale thereof, and all transactions and payments made through the SpotOn Platform or made pursuant to this Agreement, except for taxes imposed on the net income, personnel or real property of SpotOn. However, if the Buyer is legally entitled to an exemption from the payment of taxes or other governmental charges, Buyer will promptly provide SpotOn with legally sufficient tax exemption certificates for each taxing jurisdiction for which Buyer claims exemption. Unless otherwise prohibited by law, SpotOn will apply the benefits of a requested tax exemption to charges after the date SpotOn receives and reasonably processes the tax exemption certificates..

7.7 **Suspension of Service.** Notwithstanding anything to the contrary contained herein, in the event any invoice remains unpaid sixty (60) days after becoming due, SpotOn shall have the right to suspend any and all Services being provided hereunder until such invoice is paid in full.

## 8. **TERM AND TERMINATION**

8.1 **Term.** This Agreement shall commence on the Effective Date and, unless terminated early pursuant to the terms of this Agreement, continue for a term of three (3) years from the Effective Date (the "**Initial Term**"). This Agreement shall automatically renew at the end of the Initial Term and any Renewal Term (as defined herein) for additional terms of one (1) year (each, a "**Renewal Term**") and together with the Initial Term, the "**Term**") until SpotOn or Operator gives notice to the other party at least six (6) months prior to the expiration of the then current term of its intent not to renew the Agreement (a "**Non-Renewal Notice**") or the Agreement is earlier terminated in accordance with the terms hereof. Each Purchase Order regarding the deployment of the SpotOn Platform at an Operator location shall have an Initial Term of three (3) years from the License Activation Date for the location under such Purchase Order (a "**PO Initial Term**"). Each Purchase Order shall automatically renew at the end of the PO Initial Term for additional terms of one (1) year (each, a "**PO Renewal Term**"), until SpotOn or Operator gives a Non-Renewal Notice to the other party at least six (6) months prior to the expiration of the then current term for a particular Purchase Order or the Purchase Order is earlier terminated in accordance with the terms hereof. Notwithstanding anything to the contrary contained herein, this Agreement shall survive expiration or early termination as to any Operator location that continues to use the SpotOn Platform under any Purchase Order until such Purchase Order expires or is terminated in accordance with the terms hereof.

8.2 Notice of Breach. If either party breaches this Agreement, then the non-breaching party may give the breaching party written notice of the breach (including a statement of the facts relating to the breach, the provisions of this Agreement that are in breach and the action required to cure the breach) and of the non-breaching party's right to terminate the Agreement pursuant to Section 8.3 if the breach is not cured within thirty (30) days after the breaching party's receipt of such notice (or such later date as may be specified in such notice).

8.3 Termination for Breach. If the breaching party fails to cure a breach specified in any notice given under Section 8.2 within thirty (30) days after receipt of notice (or such later date as may be specified in such notice) then the non-breaching party may immediately terminate this Agreement by giving the breaching party written notice of termination. If Operator fails to timely pay any Fees due to SpotOn under this Agreement, SpotOn may, without limitation to any of its other rights or remedies, suspend Operator's access to the SpotOn Platform and the performance of any Services until it receives all undisputed amounts due.

8.4 Termination for Bankruptcy. Either party may terminate this Agreement immediately upon written notice to the other party if the other party: (a) is liquidated, dissolved or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment to or for the benefit of its creditors or takes advantage of any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest.

8.5 Effect of Termination. Upon the expiration or termination of this Agreement or any Purchase Order as to one or more Operator venues, Operator shall work with SpotOn to return the SpotOn Hardware and SpotOn Transact from any such venue in good repair, condition and working order, ordinary wear and tear excepted.

8.6 Post-Termination Obligations. If this Agreement expires or is terminated for any reason, the following obligations will survive such expiration or termination: (a) any and all liabilities accrued prior to the effective date of the expiration or termination; and (b) Sections 3.5, 5, 8.6, 9, 10, 11, 12, 13, 15 and 16. It is also understood that this Agreement shall survive expiration or early termination as to any Operator location that continues to use the SpotOn Platform under any Purchase Order until such Purchase Order expires or is terminated in accordance with the terms hereof.

## 9. **INTELLECTUAL PROPERTY; OPERATOR DATA**

9.1 Ownership of the SpotOn Platform; Rights Reserved. Except as expressly set forth in this Agreement, neither party assigns any right, title, or interest in, or grants any licenses under, any patent, copyright, trade secret, trademark, or other intellectual property right of such party, whether by implication, estoppel, or otherwise. SpotOn or its licensors own and shall retain all proprietary rights, including all patent, copyright, trade secret, trademark, and other intellectual property rights, in and to the SpotOn Platform. Except as expressly granted in Section 3.1 or except with respect to any SpotOn Hardware purchased and owned by Operator, Operator will not have any rights to the SpotOn Platform, including without limitation, any other non-express or implied right to make, use, sell, offer for sale, reproduce, or distribute copies, modify, improve or prepare derivative works, or publicly perform or display the SpotOn Platform or any part thereof.

9.2 Ownership of Deliverables under any SOW. Except as otherwise specifically set forth in a SOW, all Deliverables specified in any SOW, or arising out of work performed by SpotOn under any SOW, and any inventions, ideas or original works of authorship in whole or in part conceived or made by SpotOn which arise from or result from the work performed by SpotOn for Operator under any SOW shall be owned exclusively by SpotOn, whether or not fixed in a tangible medium of expression.

9.3 Matters Related to Operator Data.

(a) As between SpotOn and Operator, Operator is and shall remain the sole and exclusive owner of all right, title and interest in and to the Operator Data. Operator hereby authorizes SpotOn to access, use and display Operator Data solely for the purpose of enabling and using the SpotOn Platform under the terms of this Agreement for the benefit of Operator and for no other purpose of SpotOn or of any other third party; provided, however, that SpotOn may use anonymized and de-identified, aggregated Operator Data for

purposes of improving the SpotOn Platform. SpotOn agrees that it shall not, nor shall it permit or assist any other party to, disassemble, decompile or reverse engineer all or any part of the Operator Data.

(b) The parties acknowledge and agree that with regard to the processing of personal information regulated under the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq. (“CCPA”), solely between the parties hereto and with respect to this Agreement, Operator is a “business” and SpotOn is a “service provider,” as such terms are defined in the CCPA. SpotOn is prohibited from retaining, using or disclosing the personal information contained in any Operator Data that it processes on behalf of Operator for any purpose other than for the specific purpose of performing the services specified in this Agreement, or as otherwise permitted by law. SpotOn is prohibited from “selling” the personal information that is contained in any Operator Data that it processes on behalf of Operator, as that term is defined in the CCPA. SpotOn shall implement and maintain reasonable security procedures and practices to protect the Operator Data that it processes on behalf of Operator.

(c) SpotOn shall cooperate in good faith with Operator as to any reasonable requests made by Operator to ensure compliance with the CCPA and make available to Operator all information necessary to demonstrate SpotOn’s implementation of the requirements set forth in this Agreement, including inspections conducted by the Operator or an auditor designated by Operator.

(d) For the duration of this Agreement, Operator agrees that it shall maintain and comply with Operator’s privacy policy that conforms to all relevant privacy laws and regulations, including the CCPA, and that such privacy policy will include appropriate disclosures regarding the sharing of personal information with service providers, including SpotOn.

(e) SpotOn certifies that it understands all of its obligations under this Section 9.3 and will comply with them.

9.4 Feedback. Operator grants to SpotOn a royalty-free, fully paid-up, nonexclusive, perpetual, irrevocable, worldwide, transferable, sublicensable license to use, copy, modify or distribute, including by incorporating into the SpotOn Platform, any suggestions, enhancement requests, recommendations or other feedback provided by Operator to SpotOn.

## 10. WARRANTIES AND DISCLAIMER

10.1 Mutual Warranties. Each party hereto represents and warrants to the other that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such party’s execution, delivery or performance of this Agreement; (c) the execution, delivery and performance of this Agreement does not violate the laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound; and (d) it will comply with all applicable laws in connection with this Agreement.

10.2 SpotOn Warranty. SpotOn represents and warrants that: (a) it shall perform the Services in a professional, diligent, workmanlike manner in accordance with this Agreement; and (b) the SpotOn Transact will conform in all material respects to the documentation for the SpotOn Transact to the extent Operator uses the SpotOn Transact for its intended purposes and in accordance with the documentation which SpotOn provides; provided, however, that SpotOn’s sole obligation and Operator’s sole remedy for a breach of the warranty in subsection (b) is that SpotOn will, upon notice of nonconformance, make commercially reasonable efforts to remedy such nonconformance as further set forth in the Service Level Agreement. SpotOn advises Operator not to install or operate any computer programs or applications on SpotOn Hardware other than that which is provided by SpotOn for use on the specific SpotOn Hardware device at any given time. INSTALLING OR USING ANY OTHER COMPUTER PROGRAMS OR APPLICATIONS ON OR WITH THE SPOTON PLATFORM VOIDS ALL SPOTON WARRANTIES. Operator may replace SpotOn Hardware with devices approved by SpotOn in its reasonable discretion as compatible with SpotOn Transact; provided, however, that SpotOn makes no warranty as to the proper functioning of any such devices that replace SpotOn Hardware.

10.3 **Disclaimer.** EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION 10.3, SPOTON MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. SPOTON EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE AND NON-INFRINGEMENT. SPOTON DOES NOT WARRANT THAT THE SPOTON PLATFORM IS OR WILL BE ERROR-FREE OR THAT OPERATION OF THE SPOTON PLATFORM WILL BE SECURE OR UNINTERRUPTED. SPOTON EXERCISES NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON OPERATOR'S USE OF THE SPOTON PLATFORM UNLESS SUCH USE IS IN COMPLIANCE WITH SPOTON DIRECTION, GUIDANCE OR RECOMMENDATION.

## 11. INDEMNIFICATION

11.1 SpotOn shall indemnify, hold harmless, and defend Operator, its Affiliates and their respective officers, directors, agents, representatives, employees, subcontractors, customers, users of SpotOn's goods and services from any and all claims (including, without limitation, claims by vendees of Operator), liabilities, damages and expenses (including reasonable attorneys' fees) arising from or related to (i) the gross negligence or willful misconduct of SpotOn, its affiliates and their respective employees, contractors, subcontractors, vendors and agents (the "**SpotOn Parties**"), (ii) violation of any law or regulation or (iii) alleged infringement of any patent, copyright or trademark or violation of any other intellectual property right of a third party. This indemnity shall apply without regard to whether the claim, damage, liability or expense is based on breach of contract, breach of warranty, negligence, strict liability or other tort. This indemnity shall survive delivery and acceptance of goods or services.

11.2 Nothing contained herein shall be construed as prohibiting the Operator, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, the attorney representing the Operator, under this paragraph or paragraph 10(a), must be the State's Attorney, in accordance with the applicable law. The Operator's participation in its defense shall not remove SpotOn's duty to indemnify, defend, and hold the Buyer harmless, as set forth above.

11.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. SpotOn's indemnification of Operator shall survive the termination, or expiration, of this AGREEMENT.

11.4 The Operator does not waive, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1, et seq.) or otherwise available to it, or the SpotOn, under the law.

11.5 To the extent permitted by law, Operator shall indemnify, hold harmless, and defend SpotOn, its affiliates and their respective officers, directors, agents, representatives, employees, subcontractors and customers from any and all claims (including, without limitation, claims by vendees of SpotOn), liabilities, damages and expenses (including reasonable attorneys' fees) arising from or related to (i) the gross negligence or willful misconduct of Operator, its affiliates and their respective employees, contractors, subcontractors, vendors and agents (the "**Operator Parties**"), (ii) violation of any law or regulation or (iii) alleged infringement of any patent, copyright or trademark or violation of any other intellectual property right of a third party. This indemnity shall apply without regard to whether the claim, damage, liability or expense is based on breach of contract, breach of warranty, negligence, strict liability or other tort. This indemnity shall survive delivery and acceptance of goods or services. The foregoing indemnity obligations are subject to Illinois laws, and will not apply if Illinois laws do not permit Buyer to indemnify SpotOn in the foregoing situations.

## 12. LIMITATIONS OF LIABILITY



12.1 Disclaimer of Indirect Damages. EXCEPT FOR BREACHES OF SECTION 15 (CONFIDENTIALITY) AND PAYMENTS TO THIRD PARTIES MADE PURSUANT TO SECTIONS 11 AND 12 (INDEMNIFICATION), NEITHER PARTY WILL UNDER ANY CIRCUMSTANCES BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF BUSINESS, EVEN IF A PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

12.2 Cap on Liability. EXCEPT FOR A PARTY'S INDEMNIFICATION AND DEFENSE OBLIGATIONS UNDER SECTIONS 11 AND 12 OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED FIVE TIMES (5X) THE TOTAL FEES PAID BY BUYER TO SPOTON FOR THE SPECIFIC SPOTON HARDWARE UPON WHICH THE FIRST EVENT GIVING RISE TO LIABILITY WAS BASED ("LIABILITY EVENT") DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE LIABILITY EVENT DATE.

12.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES IS INTENDED TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY SPOTON UNDER THIS AGREEMENT AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. ALL SUCH LIMITATIONS, DISCLAIMERS AND EXCLUSIONS (INCLUDING THIS SECTION 13.3) WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

### 13. **INSURANCE**

13.1 Coverage Requirements. SpotOn shall maintain, at its sole cost, and shall require any subcontractors it may engage, to maintain at all times while transacting business with Buyer and for two (2) years following acceptance of goods and services hereunder, the insurance coverage set forth below: (a) Workers' Compensation Insurance as required by laws and regulations applicable to and covering any subcontractor's employees performing in connection with SpotOn's obligations hereunder at any Buyer location, and all employees of SpotOn engaged in SpotOn's performance of its obligations hereunder; (b) Employers' Liability Insurance protecting SpotOn against common law liability in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000; and (c) Commercial General Liability Insurance including coverages for premises/operations, products/completed operations, bodily injury, property damage, independent contractors and coverage for insured contracts specifically in support of the contractual obligations of SpotOn including, without limitation, any indemnity obligations hereunder, with limits of liability of not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. At the request of Buyer, SpotOn shall provide a certificate of insurance evidencing such insurance coverage set forth above.

Waiver of subrogation shall be given to the Operator on these policies. By requiring and providing coverage pursuant to the limits set forth herein, neither party represents that such coverage and limits will necessarily be adequate with respect to any particular claim or claims

### 14. **CONFIDENTIALITY**

14.1 Definition. "**Confidential Information**" means any trade secrets, data or other information of a party relating to its performance under this Agreement, whether of a technical, business or other nature, including Operator Data and any information relating to a party's Transact, software, products, services, designs, methodologies, business plans, finances, marketing plans, customers, prospects or other affairs, that is disclosed to the receiving party during the Term and that such receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party; except that Confidential Information does not include any information that: (a) was known to the receiving party prior to receiving the same from the disclosing Party in connection with this

Agreement; (b) is independently developed by the receiving Party without use of or reference to the Confidential Information of the disclosing Party; (c) is acquired by the receiving Party from another source without restriction as to use or disclosure; or (d) is or becomes publicly known through no fault or action of the receiving party.

14.2 Restricted Use and Nondisclosure. During and after the Term, each receiving party will (a) use the disclosing party's Confidential Information solely to perform receiving party's obligations and exercise receiving party's rights under this Agreement; (b) not disclose the other party's Confidential Information to a third party unless such third party must access the Confidential Information to perform in accordance with this Agreement and such third party has executed a written agreement that contains terms that are substantially similar to the terms contained in this Section 13; and (c) maintain the secrecy of, and protect from unauthorized use and disclosure, the other party's Confidential Information to the same extent (but using no less than a reasonable degree of care) that receiving party protects its own Confidential Information of a similar nature.

14.3 Required Disclosure. If receiving party is required by law or judicial process to disclose Confidential Information, such receiving party must give prompt written notice to disclosing party of such requirement before such disclosure and, upon disclosing party's request, provide reasonable assistance to the disclosing party in obtaining a protective order.

14.4 Return of Materials. Upon the termination or expiration of this Agreement, each receiving party will, upon disclosing party's request, deliver to the disclosing party or destroy all of disclosing party's Confidential Information that such receiving party may have in its possession or control.

## 15. GENERAL

15.1 Governing Law. This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles.

15.2 Dispute Resolution. Any dispute between the parties arising out of or in connection with this Agreement or any breach thereof shall be settled by arbitration in DuPage County, Illinois, by a single arbitrator chosen and acting in accordance with the rules of Judicial & Mediation Services, Inc. ("JAMS"). Discovery will be permitted in accordance with the Federal Rules of Civil Procedure. The award rendered by the arbitrator shall be final and binding on the parties, and judgment thereon may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, either party may seek equitable or injunctive relief in any court of competent jurisdiction to stop or prevent any threatened or actual violation of Section 14 (Confidentiality) or any misappropriation of trade secrets, infringement of intellectual property or any dangerous condition that threatens or has caused bodily injury. Each party hereby waives its right to trial by jury and each party waives its right to participate in any class action or multi-plaintiff action against the other.

15.3 Relationship. SpotOn is an independent contractor (and not an agent or representative of Operator) in the performance of this Agreement. This Agreement does not, and will not be interpreted or construed to, create or evidence any association, joint venture, partnership or franchise between the parties; impose any partnership or franchise obligation or liability on either party; or prohibit or restrict SpotOn from performing any services for any third party or providing any products to any third party.

15.4 Assignability. Neither party shall assign any part of this Agreement or delegate any of the obligations set forth herein without the prior written consent of the other party, and any attempt to assign this Agreement in whole or in part without the other party's prior written consent is void; except that either party may assign this Agreement in its entirety without such prior written consent to any parent entity, subsidiary entity or Affiliate of such party, or to such party's successor in interest in connection with a merger, acquisition, reorganization or change of control of such party, or the sale of substantially all of such party's assets to which this Agreement pertains.

15.5 Subcontractors. SpotOn may utilize one or more subcontractors or other third parties to perform its duties under this Agreement; provided that SpotOn shall remain responsible for all of its obligations under this Agreement.

15.6 References; Case Study; Press Release. Operator agrees: (a) to make one or more representatives reasonably available for reference inquiries from potential SpotOn customers, partners and investors; (b) to permit SpotOn to

create and publish a case study describing in general terms the nature of Operator's use of the SpotOn Platform; and/or (c) that SpotOn may issue and publish a press release containing a quotation from a representative of Operator announcing that Operator and SpotOn have entered into this Agreement within ninety (90) days of the Effective Date.

15.7 Notices. Any notice required or expressly permitted to be given under this Agreement will be made in writing and will be deemed given: (a) four (4) days after being sent by certified United States mail; or (b) two (2) days after being sent by a reputable overnight courier such as Federal Express, in either case with delivery confirmation and all postage and delivery fees prepaid, to the appropriate party at the address set forth on the signature page of this Agreement, or to such other address as either party may provide from time to time by notice to the other party in accordance with this section.

15.8 Force Majeure. SpotOn will not be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any natural disaster, fire, earthquake, flood, weather condition, epidemic, acts of war or terror, civil disorder or disturbance, explosion, sabotage, technology attacks, governmental action or prohibition, failure of power, transportation or communication systems, or any other cause or condition beyond SpotOn's reasonable control, so long as SpotOn uses all commercially reasonable efforts to avoid or remove such causes of non-performance.

15.9 Government Rights. All software components of the SpotOn Transact are commercial computer software. Government technical data and software rights related to such software include only those rights customarily provided to commercial licensees. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under this Agreement, it must negotiate with SpotOn to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

15.10 Waiver. No waiver of any default by either party shall act as a waiver of a subsequent or different default.

15.11 Severability. If any provision of this Agreement is found to be illegal, unenforceable or invalid, the remaining portions of this Agreement will remain in full force and effect, and the parties agree to replace such illegal, unenforceable or invalid provision with a legal, enforceable and valid provision that effects the original intent of the parties with respect to such provision.

15.12 Commencing Legal Action. Any action arising out of this Agreement (including any action for breach of this Agreement or any arbitration or petition for equitable relief) must be commenced within the statutory limitations period from the date that the right, claim or cause of action first accrued.

15.13 Interpretation. The parties have had an equal opportunity to participate in the drafting of this Agreement and the attached exhibits. No ambiguity will be construed against any party based upon a claim that that party drafted the ambiguous language. The headings appearing at the beginning of several sections contained in this Agreement have been inserted for identification and reference purposes only and will not be used to construe or interpret this Agreement. Whenever required by context, a singular number will include the plural, the plural number will include the singular, and the gender of any pronoun will include all genders. Any reference to any agreement, document or instrument will mean such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof. Whenever the words "include," "includes" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation." Whenever the words "hereunder," "hereof," "hereto" and words of similar import are used in this Agreement, they will be deemed references to this Agreement as a whole and not to any particular article, section or other provision hereof. The word "or" is used in the inclusive sense of "and/or." The terms "or," "any" and "either" are not exclusive.

15.14 Amendment. This Agreement may be amended or modified only by a written agreement signed by an authorized agent of the party against whom enforcement is sought.

15.15 Supremacy. The terms of this Agreement prevail if there is any conflict between any term in this Agreement and any term in a SOW or a Purchase Order, except to the extent the term in the SOW or Purchase Order, as applicable, specifically references the term in this Agreement and amends it in accordance with Section 15.14.

15.16 Entire Agreement. This Agreement, including all SOW’s, Purchase Orders, schedules and exhibits expressly referred to by or incorporated by reference into this Agreement, is the final and complete expression of the agreement between these parties regarding the SpotOn Platform. This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications regarding these matters, all of which are merged into this Agreement, except that this Agreement does not supersede any prior nondisclosure or comparable agreement between the parties executed prior to this Agreement being executed.

15.17 Counterparts. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, may be executed in two or more counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered will be an original, but all of which together will constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a fax machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail (any such delivery, an “**Electronic Delivery**”) will be treated in all manner and respects as an original executed counterpart and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

- Exhibit A: Statement of Work
- Exhibit B: Purchase Order
- Exhibit C: Service Level Agreement
- Exhibit D: Acceptance Procedures
- Exhibit E: SpotOn Transact License Terms
- Exhibit F: SpotOn Hardware Returns

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

“Operator”	“SpotOn”
<div>_____</div> <div>Signature: _____</div> <div>Name: _____</div> <div>Title: _____</div> <div>Date: _____</div> <div>Address for Notice: _____</div>	<div>SPOTON TRANSACT, LLC</div> <div>DocuSigned by: <b>Signature on File</b> 8667CE5288D7444...</div> <div>Signature: _____ Jack Chalfant</div> <div>Name: _____</div> <div>Title: _____ controller</div> <div>Date: _____ 03/15/2023</div> <div>Address for Notice: 100 California Street, 9th floor San Francisco, CA 94111</div>

**EXHIBIT A**  
**STATEMENT OF WORK**

**EXHIBIT B**  
**PURCHASE ORDER**



**SpotOn Enterprise Solution**  
**DuPage County Campus Cafeterias RFP - Full POS**

Created for:  
DuPage County  
DuPage County Campus Cafeterias  
Donna Weidman  
[donna.weidman@dupageco.org](mailto:donna.weidman@dupageco.org)

Created by your SpotOn Enterprise Team:  
Antonio Vasquez  
Strategic Account Manager  
[antonio.vasquez@spoton.com](mailto:antonio.vasquez@spoton.com)  
716.238.0318

SpotOn Transact, LLC  
100 California Street  
San Francisco, CA 94104  
877.559.4225

Version 3-Jan-23

Customer: DuPage County  
 Location: DuPage County Campus Cafeterias  
 Date: 3/14/2023



Quote # 5-011318

### POS Solution Workbook

Solution Set		Description		Service Plan = 3-year	
SpotOn Enterprise Activate POS		SpotOn Enterprise Point of Sale Hardware Configuration Total		\$15,800.00	
SpotOn Enterprise KDS		SpotOn Enterprise Kitchen Display System Hardware Configuration Total		\$1,988.82	
POS Accessories		Optional Components		\$147.85	
Item Number	Item Name	Item Description	Hardware Subtotal:		
7000-101	POS Staging (remote)	Equipment Staging & Configuration	\$20.00	5	\$100.00
7000-103	Remote Services	Remote Configuration & Training	\$995.00	2	\$1,990.00
7000-104	On Site Specialist	On-Site System Configuration, Testing & Training	\$1,050.00	2	\$2,100.00
7000-105	On Site Specialist	Equipment Placement & Installation	\$1,050.00	1	\$1,050.00
7000-106	On Site Specialist	Event Live Support	\$1,050.00	2	\$2,100.00
7000-109	Remote Specialist	Post Live Support & Follow Up	\$995.00	1	\$995.00
Item Number	Item Name	Item Description	Installation Subtotal:		
9000-100	Connect Back Office Platform	Connect Back Office (CC Gateway, Analytics & API reporting access)	\$3,595.50	1	\$3,595.50
9000-101	Activate Client POS	Activate - POS Client License	\$995.00	4	\$3,980.00
9000-104	Activate KDS	Activate - KDS Client License	\$315.00	1	\$315.00
Item Number	Item Name	Item Description	Annual License Subtotal:		
9000-902	Integrate - Stored Value	Integrate - Stored Value - Givex	\$3,595.50	1	\$3,595.50
			Annual Services Subtotal:		
			Subtotal		\$37,757.67
			Customer Incentive Discount - Hardware		-\$ 15,784.27
			Estimated Taxes*		TBD
			Shipping and Handling		\$269.05
			Estimated Expenses		\$2,500.00
			Total Year 1		\$24,742.45
			Year 2+		\$11,486.00


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Estimated expenses are estimates only. Customer shall be liable for all actual and documented expenses incurred by SpotOn in performing the services required under this purchase order.

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SpotOn Configuration


Summary Roll Up Page

Part #	Product	Description	Unit Price	Qty	Extended
Android POS Kits					
1000-602	Platinum POS V4 - 15" & 10" Printer Stand	POS Setup V4 - 15" Cashier & 10" CFD w/ expansion board & MSR, Printer Stand	\$1,895.00	4	\$7,580.00
iOS & Android KDS Kits					
2000-207	V2 5th GEN 12.9" IOS KDS Kit Countertop	V2 12.9" IOS KDS Kit Countertop, includes stand (iPad & Adaptor Req'd)	\$435.00	1	\$435.00
Apple Products					
100-112	iPad Pro Large 6th GEN	iPad Pro 6th GEN 12.9" - 128GB, WiFi Only, Space Gray	\$1,058.82	1	\$1,058.82
Readers & Scanners					
900-750	Mettler Toledo USB Scale	Mettler Toledo USB Checkout Scale (Ariva-S)	\$995.00	4	\$3,980.00
Cash Drawers					
700-104	RJ11 Standard Cash Drawer (16" x 16")	RJ11 - Standard Cash Drawer - 5 Bill x 5 till drawer (Dimensions 16x16"), includes cable	\$115.00	4	\$460.00
Printers					
800-304	3" Ethernet Web Printer	3" Ethernet Web Printer	\$495.00	1	\$495.00
800-401G	3" USB Thermal Receipt Printer	3" Countertop Thermal Printer (USB), includes USB Cable	\$325.00	4	\$1,300.00
EMV Devices					
900-204	ENS Tailwind Flex Pole 4.6" Universal Stand	ENS Tailwind Flex Pole 4.6" Universal Stand for Lane 3000, 5000, 7000, and 8000	\$55.00	4	\$220.00
900-141	Ingenico Lane 3000 (SpotOn)	Ingenico Lane 3000 w/o Camera (SpotOn)	\$565.00	4	\$2,260.00
TOTAL					
Summary Total:					\$17,788.82
Optional Components					
900-525	Patch Cable - 5'	Ethernet Patch Cable 5'	\$1.85	1	\$1.85
900-905	Patch Cable - 10'	Ethernet Patch Cable 10'	\$2.75	4	\$11.00
900-509G	V2 Apple Ethernet Kit for iPad Pro USB-C	V2 Apple Ethernet Kit for iPad Pro USB-C (Includes adapter and cable)	\$135.00	1	\$135.00
Optional Component Total:					\$147.85

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SpotOn Worksheet

SpotOn Enterprise - Fixed POS Configuration

SUGGESTED USE CASES: Permanent POS installation at concession, portable, merchandise stands.

Part #	Product	Description	Unit Price	Qty	Extended
Android POS Kits					
1000-602	Platinum POS V4 - 15" & 10" Printer Stand	POS Setup V4 - 15" Cashier & 10" CFD w/ expansion board & MSR, Printer Stand	\$1,895.00	4	\$7,580.00
Readers & Scanners					
900-750	Mettler Toledo USB Scale	Mettler Toledo USB Checkout Scale (Ariva-S)	\$995.00	4	\$3,980.00
Cash Drawers					
700-104	RJ11 Standard Cash Drawer (16" x 16")	RJ11 - Standard Cash Drawer - 5 Bill x 5 till drawer (Dimensions 16x16"), includes cable	\$115.00	4	\$460.00
Printers					
800-401G	3" USB Thermal Receipt Printer	3" Countertop Thermal Printer (USB), includes USB Cable	\$325.00	4	\$1,300.00
EMV Devices					
900-204	ENS Tailwind Flex Pole 4.6" Universal Stand	ENS Tailwind Flex Pole 4.6" Universal Stand for Lane 3000, 5000, 7000, and 8000	\$55.00	4	\$220.00
900-141	Ingenico Lane 3000 (SpotOn)	Ingenico Lane 3000 w/o Camera (SpotOn)	\$565.00	4	\$2,260.00
Summary Total:					\$15,800.00
Optional Components					
900-905	Patch Cable - 10'	Ethernet Patch Cable 10'	\$2.75	4	\$11.00
Optional Component Total:					\$11.00



SpotOn Worksheet

SpotOn Enterprise - Order Device Configuration

SUGGESTED USE CASES: kitchens, pantries and service bars

Part #	Product	Description	Unit Price	Qty	Extended
KDS Kits					
2000-207	V2 5th GEN 12.9" IOS KDS Kit Countertop	V2 12.9" IOS KDS Kit Countertop, includes stand (iPad & Adaptor Req'd)	\$435.00	1	\$435.00
Apple Products					
100-112	iPad Pro Large 6th GEN	iPad Pro 6th GEN 12.9" - 128GB, WiFi Only, Space Gray	\$1,058.82	1	\$1,058.82
Printers					
800-304	3" Ethernet Web Printer	3" Ethernet Web Printer	\$495.00	1	\$495.00
TOTAL					
				Summary Total:	\$1,988.82

Optional Components					
900-525	Patch Cable - 5'	Ethernet Patch Cable 5'	\$1.85	1	\$1.85
900-509G	V2 Apple Ethernet Kit for iPad Pro USB-C	V2 Apple Ethernet Kit for iPad Pro USB-C (Includes adapter and cable)	\$135.00	1	\$135.00
				Optional Component Total:	\$136.85

DuPage County  
DuPage County Campus Cafeterias  
Donna Weidman  
donna.weidman@dupageco.org  
3/14/2023



SpotOn Transact, LLC  
100 California Street  
San Francisco, CA 94104

#### Statement of Work

3 Cafeteria's for DuPage County Campus - 4 POS total 1 KDS  
Requirement for gift cards  
Option to renew year 4 with no increase

Requirement to process gift cards would run through a Givex integration with SpotOn. Additional fees are applicable from Givex and it would be the responsibility of DuPage County to own the relationship directly with Givex should they want to utilize gift cards at the campus locations

Service Type	Description of Services	Resources	Days	Total	Rate	Extended
POS Staging	Staging and Configuration, DB Load, Testing and QA			5	\$ 20.00	\$ 100.00
						\$ 8,335.00

The parties hereby agree to the terms of this purchase order, subject to the terms and conditions of the Subscription Agreement, which is incorporated herein in its entirety by this reference (together with this purchase order, the "Agreement"). Upon full execution by the parties below, this purchase order will become effective and shall be deemed a "Purchase Order" under the Agreement, effective as of the date hereof. Capitalized terms used but not defined herein shall have the meanings given to them in the Agreement.

DuPage County

SpotOn Transact, LLC

Jack Chalfant

Print Name

Print Name

Controller

Title

Title

Signature on File

Signature

Signature

03/15/2023

Date

Date

Term of Agreement (Years) 3 Years from venue/location License Activation Date

Target Live Date

5/1/2023

Gateway Only Fees (Per Trans)

\$0.050

Freedom Pay

PO Number (if applicable)

PAYMENT TERMS	
CONTRACT TOTAL	\$ 24,742.45
DEPOSIT AMOUNT	\$ -
BALANCE DUE	\$ 24,742.45

\* Customer is responsible for paying applicable taxes

☐ Tax Exempt

(If checked, send exemption certificate to [appetize.accounting@spoton.com](mailto:appetize.accounting@spoton.com))

#### Payment remittance information:

SpotOn Transact, LLC  
ATTN: Accounts Receivable  
P.O. Box 102885  
Pasadena, CA 91189-2885

For ACH:  
JPMorgan Chase  
Routing #: 322271627  
Account#: 535966003

#### BILL TO:

Account	The County of DuPage
Address	421 N. County Farm Road
City, State, Zip	Wheaton, IL 60187-3978
ATTN	DuPage County, Finance - Procurement 3-400
Email	<a href="mailto:donna.weidman@dupageco.org">donna.weidman@dupageco.org</a>
Phone No.	630-407-6181

#### SHIP TO:

Site Name	The County of DuPage
Address	421 N. County Farm Road
City, State, Zip	Wheaton, IL 60187-3978
ATTN	DuPage County, Finance - Procurement 3-400
Email	<a href="mailto:donna.weidman@dupageco.org">donna.weidman@dupageco.org</a>
Phone No.	630-407-6181

#### ACCOUNTING CONTACT INFORMATION

Site Name	The County of DuPage
Email	<a href="mailto:donna.weidman@dupageco.org">donna.weidman@dupageco.org</a>
Phone	630-407-6181

#### PROJECT STAKEHOLDER INFORMATION

Contact	DuPage County, Finance - Procurement 3-400
Email	<a href="mailto:donna.weidman@dupageco.org">donna.weidman@dupageco.org</a>
Phone	630-407-6181

Complete Venue Information if different from Ship To address

Venue Location
Venue Name
Contact Name
Address
City, State, Zip

Version 3-Jan-23

As more fully set forth in the Agreement

\* Implementation availability subject to minimum 75-day advance notice \* Hardware only shipped after receipt of required deposit(s) and requires 10-15 business days to ship \*  
\* Purchase Order does not include any applicable taxes, which are the responsibility of customer \* First year recurring SaaS subscription fees due prior to License Activation Date; fees billed annually thereafter \*  
\* If no "term" is specified above, the "term" is set forth in the Agreement \* At the conclusion of the initial term, this Purchase Order automatically renews as set forth in the Agreement \*

**EXHIBIT C****SERVICE LEVEL AGREEMENT****1. Overview**

This exhibit represents a Service Level Agreement (“**SLA**”) between SpotOn Transact, LLC (“**SpotOn**”) and the customer receiving Services from SpotOn (“**Operator**”) pursuant to a Point of Sale as a Service Subscription and Professional Services Agreement (the “**Agreement**”) for the provisioning of Support Services required to sustain the SpotOn Platform. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

**2. Service Agreement****2.1. Service Scope.** The following Support Services are covered by this SLA:

- Support by telephone, email and online chat.
- Remote assistance, using Remote Desktop when applicable.
- Planned or Emergency Onsite assistance (for which extra costs will apply).

**2.2. SpotOn Responsibilities.** The following service parameters are the responsibility of SpotOn during the term of this SLA:

- Providing responses for support-related incidents.
- Meeting required response times.
- Providing reasonable notification to Operator for scheduled maintenance.

**2.3. Operator Responsibilities.** SpotOn’s provision of Support Services under this SLA is conditioned upon Operator:

- Paying any applicable fees and costs for support as set forth in the SLA or the Agreement.
- Making Operator’s representative(s) reasonably available to SpotOn personnel resolving a service request.
- Providing sufficient detail that SpotOn personnel can reproduce and identify any reported issues, including but not limited to, Errors.
- Promptly implementing all version updates, upgrades and workarounds provided.
- Archiving or backing up all data to mitigate against any data losses that may occur.
- Upon request from SpotOn, upgrading its systems at Operator’s own cost to SpotOn’s then-current supported versions of system components, so that SpotOn may provide the then-current version updates, upgrades and workarounds.
- Using SpotOn Transact only for its intended purpose of selling Merchandise in accordance with SpotOn documentation, and not installing any computer programs or software on any SpotOn Hardware except for that provided by SpotOn for use on that SpotOn Hardware.

**3. Support Management.** The following sections provide relevant details on support availability, monitoring of in-scope services and related components.**3.1. Support Availability.** Coverage parameters specific to the Support Services covered in this SLA are as follows:

- Support via telephone at 877-559-4225: 24 hours per day Monday – Sunday
- Support via email at support@spoton.com: 24 hours per day Monday – Sunday
- Support via online chat at connect.spoton.com: 24 hours per day Monday – Sunday
- Onsite assistance: within 24 hours of Operator’s request at a cost of \$1,050 per day (minimum 2 days), plus the reasonable expenses for related travel and lodging of SpotOn personnel providing such Support Services, and subject to the reasonable availability of SpotOn personnel.

3.2. Support Levels. SpotOn Operator Service Representatives will be available 24 hours per day, 7 days a week. SpotOn will respond to Support Service incidents and/or requests submitted by the Operator within the following time frames:

- *Level 1* (not impeding payment acceptance functionality): SpotOn will respond within 24 hours of receiving the request.
- *Level 2* (impeding payment acceptance functionality): SpotOn will respond within six hours by providing a resolution or a workaround, or by escalating to SpotOn development personnel for advanced technical support.
- *Level 3* (onsite assistance): Operator may request onsite assistance of an SpotOn representative within 24 hours, in which case the Operator will pay SpotOn \$1,050 per day (minimum 2 days) for this Support Service, plus the reasonable expenses for related travel and lodging of such SpotOn representative. Onsite support is subject to the reasonable availability of SpotOn personnel.

4. Software Updates. All software updates and other modifications to the SpotOn Transact provided by SpotOn to Operator will be subject to the terms and conditions of the agreement that is provided with the software update or modification, and Operator shall be bound thereby when Operator first activates the software; or, if no agreement is provided with the software update or modification, the software update or modification will be subject to the terms of the Agreement.

5. Limitations on Support Services. The following provisions limit the responsibilities of SpotOn to provide Support Services under this SLA.

5.1. Outdated Software Versions. SpotOn will provide Support Services with respect to the version of the SpotOn Transact that was originally provided to Operator for a period of twelve (12) months following the date of receipt. Thereafter, SpotOn will provide Support Services with respect to the then-current version of the SpotOn Transact. SpotOn may, at its sole discretion, provide Support Services for outdated versions of the SpotOn Transact; provided, however, it is anticipated that outdated versions of the supported software may lack features, corrections or bugfixes that are available in the then-current version.

5.2. Exclusions. Unless otherwise expressly agreed to in writing by SpotOn, SpotOn is not obligated to provide Support Services related to: (i) Operator's failure to implement all version updates, corrections and workarounds provided by or on behalf of SpotOn; (ii) modification of or additions to the SpotOn Transact by any party other than SpotOn; (iii) interconnection of the SpotOn Transact with third party software or hardware not furnished by SpotOn or not specified in the documentation as approved for use with the SpotOn Transact; (iv) use of the SpotOn Transact in a manner for which it was not designed or beyond the scope of the license set forth in the Agreement; (v) Operator or a third party's negligence; or (vi) any breach by Operator of the Agreement.

**EXHIBIT D****STATEMENT OF WORK ACCEPTANCE PROCEDURES**

1. Acceptance Testing. Each Deliverable will be subject to Acceptance Testing by Operator as described herein or in the applicable SOW. Operator will have the Acceptance Test Period to perform Acceptance Testing if: (a) a Deliverable meets its Acceptance Criteria; or (b) there are no such Acceptance Criteria but the Deliverable does not contain a Nonconformity, then Operator will provide SpotOn a notice of acceptance.
2. Acceptance. A Deliverable or performance of a Deliverable will be deemed to be accepted only upon the earlier of: (a) receipt by SpotOn of a notice of acceptance from Operator; or (b) the expiration of the Acceptance Test Period for such Deliverable in which case the Deliverable shall be deemed accepted (such acceptance, the “**Acceptance**”). Notwithstanding anything to the contrary in the Agreement, Acceptance of a Deliverable or performance of a Deliverable will only occur in accordance with the terms of this Exhibit.
3. Failure to Satisfy Acceptance Criteria. If a Deliverable fails to meet the relevant Acceptance Criteria or contains a Nonconformity, Operator will deliver SpotOn written notification (the “**Notice of Nonconformity**”) of such fact, describing such Nonconformity with particularity. As soon as reasonably practicable after receiving the Notice of Nonconformity, SpotOn will correct the Nonconformity (and any other problems of which it has knowledge) and redeliver the Deliverable to Operator in conformance with the Acceptance Criteria.
4. SpotOn Correction/Re-performance. Upon completion of such corrections and SpotOn’s redelivery of a Deliverable, the Acceptance Test Period will be reset unless Operator otherwise agrees in writing. Operator will have such reset Acceptance Test Period to retest the Deliverable or take other action to determine whether the previously reported Nonconformity has been corrected and if the Deliverable or performance of the Deliverable meets the relevant Acceptance Criteria or demonstrates other Nonconformities. This process will be repeated as necessary until all Nonconformities are corrected and the Deliverable meets its Acceptance Criteria as otherwise provided in this Exhibit.

**EXHIBIT E****SPOTON HARDWARE LICENSE TERMS**

1. Ownership of SpotOn Hardware. SpotOn shall own and retain title to the SpotOn Hardware. As such, during the Term, Operator will keep all SpotOn Hardware in its possession and will not permit others to possess or use it, and will not sell, collateralize or encumber any such SpotOn Hardware in any way. The SpotOn Hardware is the personal property of SpotOn and shall not be regarded as a fixture or otherwise part of the real estate on which it may be located or affixed.
2. Maintenance and Care. Operator shall use reasonable care in its custody and use of SpotOn Hardware, and shall be responsible for all loss or damage, ordinary wear and tear excepted. Without limiting the generality of the foregoing, Operator shall be responsible to keep SpotOn Hardware updated with all software and system upgrades provided by SpotOn and shall keep all SpotOn Hardware free from excess temperature exposure, drops or physical impact, water damage and damage of any other kind that causes the SpotOn Hardware to malfunction. In the event of any damage or loss to SpotOn Hardware, Operator shall be responsible to pay SpotOn the replacement cost of such SpotOn Hardware.
3. Hardware Refresh. During the Term (whether the PO Initial Term or any PO Renewal Term) but beginning once the SpotOn Hardware has been installed and is being used for Merchandise Orders at a particular Operator location, SpotOn shall update and replace each item of SpotOn Hardware and equipment otherwise made available or used with the SpotOn Platform to ensure that Operator is using the latest generally available version of such item, by replacing the SpotOn Hardware at such location (the “**Hardware Refresh**”), between 36 and 38 months into the Initial Term, and again at the beginning of any PO Renewal Term. The cost of the labor to complete any Hardware Refresh shall be as set forth in the applicable Purchase Order. If SpotOn provides the installation services for the Hardware Refresh, then SpotOn shall pack and ship (at its sole cost and expense) all replaced items due to be returned from the Hardware Refresh. However, if the Operator provides the installation services for the Hardware Refresh, then Operator shall pack and ship (at its own cost and expense) all replaced items from the Hardware Refresh for return to SpotOn or its agent. Operator will, at all times, use reasonable care in returning SpotOn Hardware, using any packing boxes or materials that SpotOn provides, and will return to SpotOn within thirty (30) days of any the Hardware Refresh all such replaced SpotOn Hardware (excluding such SpotOn Hardware, if any, as Operator may instead elect to purchase from SpotOn) in good working order as outlined in Section 2 of this **Exhibit F** (Maintenance and Care).
4. Return. Upon expiration or termination of this Agreement (whether in full or only as to a particular location), Operator will (a) return to SpotOn all SpotOn Hardware in Operator’s possession located at such location(s) which is the property of SpotOn, all as soon as reasonably practicable but in no event later than fifteen (15) days after the expiration or termination of this Agreement; and (b) pay SpotOn for any damage to the SpotOn Hardware, normal wear and tear excepted. The cost of return shipping shall be borne by Operator unless otherwise agreed between the parties.
5. Repossession. If, following the expiration or earlier termination of this Agreement, Operator fails to promptly return to SpotOn any and all SpotOn Hardware as contemplated herein, SpotOn may: (a) demand that Operator return the SpotOn Hardware to SpotOn; (b) take possession of the SpotOn Hardware, wherever it may be located, with reasonable notice, but without any court order or other process of law, and any such taking of possession will not constitute a breach of this Agreement; and (c) pursue any other remedy available at law or in equity, including seeking damages, specific performance or an injunction.
6. Cumulative Remedies. Each of the remedies against Operator as it relates to the return of SpotOn Hardware is cumulative, and not exclusive, and in addition to any other remedy referred to herein or otherwise available to SpotOn in law or in equity. Any repossession or subsequent sale or lease by SpotOn of the SpotOn Hardware will not bar an action for a deficiency based on the provisions of this Agreement and Operator will remain liable for any such deficiency after any disposition of the SpotOn Hardware by SpotOn, provided that no exercise of SpotOn’s remedies shall allow SpotOn to bring action against Operator to recover any amounts in excess of the total of: (i) SpotOn Hardware fees due, late charges, indemnification payments or other amounts due; (ii) the residual value of the SpotOn Hardware; and (iii) any of SpotOn’s reasonable expenses with respect to collection under this Agreement. The bringing



of an action or the entry of judgment against Operator will not bar SpotOn's right to repossess any or all items of the SpotOn Hardware.

**EXHIBIT F****SPOTON HARDWARE MAINTENANCE PROCEDURES**

1. Returns of New SpotOn Hardware. SpotOn may, in its sole and absolute discretion, accept returns of new-in-box SpotOn Hardware within fourteen (14) days of Operator's receipt thereof. SpotOn Hardware that has been customized or configured specifically for Operator may not be returned. Operator shall be liable for the cost of any return shipping of SpotOn Hardware together with a restocking fee equal to fifteen percent (15%) of the price of such SpotOn Hardware.
2. Returns of Damaged, Defective or Malfunctioning SpotOn Hardware Owned by SpotOn. In case of any SpotOn-owned SpotOn Hardware that is damaged, defective, or malfunctioning, Operator shall notify SpotOn of any such damage, defect, or malfunction as soon as reasonably practicable after discovery. SpotOn will work with Operator to troubleshoot the issue to identify the cause of the defect or malfunction. In the event the issue cannot be resolved remotely, SpotOn will process a replacement as follows:
  - (a.) a materially equivalent replacement unit will be shipped to Operator via standard overnight shipping. Provided that SpotOn completes its troubleshooting review prior to 3:30 p.m. (Pacific Time), Monday through Friday, the replacement unit will be shipped the same day of the request; otherwise, the replacement unit will be shipped on the next business day following the request.
  - (b.) The replacement unit will be shipped with a pre-paid, return shipping label for use by Operator.
  - (c.) Operative shall re-pack the damaged, defective, or malfunctioning unit in the shipping container and packing material used to send the replacement unit and promptly return the faulty unit to SpotOn.
  - (d.) Returned SpotOn Hardware will be inspected and, if the damage, defect, or malfunction is found to be Operator-caused, repair/replacement and shipping costs will be billed to Operator, the responsibility for which in such circumstances, Operator hereby acknowledges.
3. Replacement of SpotOn Hardware Owned by Operator. SpotOn will assist Operator in the replacement of any damaged, defective, malfunctioning, or obsolete SpotOn Hardware that is owned by Operator at SpotOn's then current pricing for such SpotOn Hardware, with such replacement cost and all shipping to be paid by Operator and Set-up Services (if such Set-up Services are requested) to be paid by Operator at SpotOn's then current Set-up Services rates.

## **SPOTON HARDWARE PURCHASE AND INSTALLATION SERVICES**

### **GENERAL TERMS AND CONDITIONS**

1. **ACCEPTANCE:** THIS PURCHASE ORDER IS LIMITED TO THE TERMS AND CONDITIONS SPECIFIED ON THE FACE OF THIS PURCHASE ORDER AND THIS DOCUMENT AND ANY ATTACHMENTS REFERENCED THEREIN FOR THE PURCHASE OF SPOTON HARDWARE AND SERVICES REQUIRED TO INSTALL THE SPOTON HARDWARE AT BUYER'S VENUE. SPOTON DOES NOT AGREE TO ANY PROPOSED ADDITION, ALTERATION OR DELETION BY BUYER UNLESS AGREED TO IN WRITING BY THE PARTIES. ANY OTHER STATEMENT OR WRITING OF BUYER SHALL NOT ALTER, ADD TO OR OTHERWISE AFFECT THESE TERMS AND CONDITIONS. THIS PURCHASE ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF ANY APPLICABLE WRITTEN AGREEMENT BETWEEN THE PARTIES, IF ANY. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS PURCHASE ORDER AND THE TERMS OF ANY SUCH WRITTEN AGREEMENT, THE TERMS OF THE WRITTEN AGREEMENT BETWEEN THE PARTIES SHALL GOVERN AND CONTROL.

2. **PACKING AND SHIPPING:** All packing, shipping and insurance charges for SpotOn Hardware purchased hereunder shall be as set forth on this Purchase Order.

3. **SHIPMENT OR DELIVERY:** Shipment or delivery of SpotOn Hardware purchased hereunder shall be in accordance with the schedule set forth on this Purchase Order and in exact quantities ordered.

4. **INSPECTION:** All items of SpotOn Hardware are subject to final inspection and acceptance by Buyer at the destination notwithstanding any prior payment or inspection at the source. Acceptance of any items of SpotOn Hardware by Buyer shall not be deemed to alter the obligations of SpotOn or the rights of Buyer under this Purchaser Order.

5. **REJECTION; RETURNS:** Buyer shall notify SpotOn if any items delivered hereunder are rejected for being non-conforming, and at Buyer's election and SpotOn's risk and expense, such items may be returned to SpotOn. SpotOn shall issue Buyer a credit for all costs and expenses with respect to such rejected items or replace or correct rejected items, at Buyer's election. SpotOn may, in its sole and absolute discretion, accept returns of new-in-box, conforming SpotOn Hardware within fourteen (14) days of Operator's receipt thereof. SpotOn Hardware that has been customized or configured specifically for Operator may not be returned. Operator shall liable for the cost of any return shipping of any conforming SpotOn Hardware together with a restocking fee equal to fifteen percent (15%) of the price of such SpotOn Hardware.

6. **WARRANTY:** SpotOn provides no warranty on SpotOn Hardware. Any warranty on SpotOn Hardware is provided by the device manufacturer itself. SpotOn will use commercially reasonable efforts to assist Buyer in making claims under those third-party warranties. Buyer is solely responsible for registering each SpotOn Hardware device with the manufacturer to receive any the benefit of any such third-party warranties.

7. **INSTALLATION SERVICES:** Subject to these terms and the accompanying Purchase Order, SpotOn will assist Buyer in the installation of the SpotOn Hardware and training of Buyer's (or its agent's)

personnel on use of the SpotOn Hardware and the SpotOn SaaS technology at a cost to be set forth on the accompanying Purchase Order ("**Set-up Services**"). Buyer will cooperate with SpotOn to assist in the installation of the SpotOn Hardware and training of Buyer's (or its agent's) personnel on use of the SpotOn Hardware and the SpotOn SaaS technology, at the times and dates arranged in advance with SpotOn. Additional onsite support is subject to further charge under the terms of another Purchase Order.

8. **CHANGES:** Buyer may make changes to any SpotOn Hardware to be purchased or Installation Services to be performed, but no change shall be effective unless Buyer issues a written change order which is accepted by SpotOn. Changes which increase or decrease pricing shall be revised as mutually agreed in writing.

9. **INVOICES/PAYMENT:**

(a) Buyer will pay to SpotOn the amounts set forth on the Purchase Orders for the SpotOn Hardware ("**Hardware Fees**"). SpotOn may invoice Buyer for Hardware Fees set forth on any Purchase Order immediately upon execution of such Purchase Order, or at any time thereafter. Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and **any statute of limitations to the contrary is hereby waived.**

(b) SpotOn will not be obligated to order, obtain, ship or provide to Buyer any SpotOn Hardware until any applicable deposits or other required payments on such invoiced Hardware Fees have been paid; and in the event that such deposits or required payments are not received in full by SpotOn in accordance with subparagraph (a) above, any schedule, date or deadline for delivery of such SpotOn Hardware will be automatically extended by (and any failure by SpotOn to make such SpotOn Hardware available on such schedule, date or deadline will be excused to the extent such failure does not exceed) one day for each day the Deposit or required payments remain unpaid after the deadline for payment.

(c) Buyer will pay to SpotOn the fees for Installation Services set forth in each Purchase Order. SpotOn may invoice Buyer on a monthly basis for any and all Hardware Fees not invoiced under Subsection (a) above and Installation Services fees. Payment for Installation Services shall be made in accordance with subsection (a) above.

Buyer is responsible for and will pay all sales taxes and other governmental charges on the SpotOn Hardware and Installation Services, if any, except for government taxes imposed on the net income, personnel, or real property of SpotOn. However, if the Buyer is legally entitled to an exemption from the payment of taxes or other governmental charges, Buyer will promptly provide SpotOn with legally sufficient tax exemption certificates for each taxing jurisdiction for which Buyer claims exemption. Unless otherwise prohibited by law, SpotOn will apply the benefits of a requested tax exemption to charges after the date SpotOn receives and reasonably processes the tax exemption certificates.

10. **INDEMNITY:**

(a) SpotOn shall indemnify, hold harmless, and defend Buyer, its Affiliates and their respective officers, directors, agents, representatives, employees, subcontractors, customers, users of SpotOn's goods and services from any and all claims (including, without limitation, claims by vendees of Buyer), liabilities, damages and expenses (including reasonable attorneys' fees) arising from or related to (i) the gross negligence or willful misconduct of SpotOn, its affiliates and their respective employees, contractors,

subcontractors, vendors and agents (the “**SpotOn Parties**”), (ii) violation of any law or regulation or (iii) alleged infringement of any patent, copyright or trademark or violation of any other intellectual property right of a third party. This indemnity shall apply without regard to whether the claim, damage, liability or expense is based on breach of contract, breach of warranty, negligence, strict liability or other tort. This indemnity shall survive delivery and acceptance of goods or services.

- (b) Nothing contained herein shall be construed as prohibiting the Buyer, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, the attorney representing the Buyer, under this paragraph or paragraph 10(a), must be the State’s Attorney, in accordance with the applicable law. The Buyer’s participation in its defense shall not remove SpotOn’s duty to indemnify, defend, and hold the Buyer harmless, as set forth above.
- (c) Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. SpotOn’s indemnification of Buyer shall survive the termination, or expiration, of this AGREEMENT.
- (d) The Buyer does not waive, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1, et seq.) or otherwise available to it, or the SpotOn, under the law

(e) Buyer shall indemnify, hold harmless, and defend SpotOn, its affiliates and their respective officers, directors, agents, representatives, employees, subcontractors and customers from any and all claims (including, without limitation, claims by vendees of SpotOn), liabilities, damages and expenses (including reasonable attorneys’ fees) arising from or related to (i) the gross negligence or willful misconduct of Buyer, its affiliates and their respective employees, contractors, subcontractors, vendors and agents (the “**Buyer Parties**”), (ii) violation of any law or regulation or (iii) alleged infringement of any patent, copyright or trademark or violation of any other intellectual property right of a third party. This indemnity shall apply without regard to whether the claim, damage, liability or expense is based on breach of contract, breach of warranty, negligence, strict liability or other tort. This indemnity shall survive delivery and acceptance of goods or services. The foregoing indemnity obligations are subject to Illinois laws, and will not apply if Illinois laws do not permit Buyer to indemnify SpotOn in the foregoing situations.

11. **INSURANCE:** SpotOn shall maintain, at its sole cost, and shall require any subcontractors it may engage, to maintain at all times while transacting business with Buyer and for two (2) years following acceptance of goods and services hereunder, the insurance coverage set forth below: (a) Workers’ Compensation Insurance as required by laws and regulations applicable to and covering any subcontractor’s employees performing in connection with SpotOn’s obligations hereunder at any Buyer location, and all employees of SpotOn engaged in SpotOn’s performance of its obligations hereunder; (b) Employers’ Liability Insurance protecting SpotOn against common law liability in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000; and (c) Commercial General Liability Insurance including coverages for premises/operations, products/completed operations, bodily injury, property damage, independent contractors and coverage for insured contracts specifically in support of the contractual obligations of SpotOn including, without limitation, any indemnity obligations hereunder, with limits of liability of not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. At the request of Buyer, SpotOn shall provide a certificate of insurance evidencing such insurance coverage set forth above.

12. **TITLE AND RISK OF LOSS:** SpotOn warrants title to all goods sold and bears the risk of loss or

damages to the items purchased under this Purchase Order until they are delivered DDP (Incoterms 2000) Buyer's premises ("**Delivery**"). Subject to the timely payment in full of the Hardware Fees by Buyer, title, and risk of loss to the SpotOn Hardware will pass to Buyer immediately upon Delivery. All freight, insurance and other shipping expenses will be reimbursed to SpotOn by Buyer.

13. COMPLIANCE: SpotOn warrants that all SpotOn Hardware and Installation Services supplied under this Purchase Order shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances at the time of delivery or performance.

14. TERMINATION: SpotOn may terminate all or any portion of this Purchase Order at any time by giving notice to Buyer. Buyer may terminate all or any portion of this Purchase Order at any time by giving notice to SpotOn. In the event of termination without cause by Buyer, Buyer's liability shall be the cost of any direct or indirect losses incurred by SpotOn for SpotOn Hardware that has already been purchased or Installation Services that have already been performed in reliance upon this Purchase Order. Additionally, either party may, by notice to the other party, terminate in whole or in part this Purchase Order in the event of suspension of such party's business, the insolvency of such party, the institution of bankruptcy, reorganization, or liquidation proceedings by or against such party, the appointment of a trustee or receiver for such party's property or business, or any assignments by such party for the benefit of creditors. The rights and remedies of SpotOn and Buyer provided in this Termination clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

15. PRICING: Pricing for the SpotOn Hardware shall be as set forth on this Purchase Order. The price quoted by SpotOn includes the price of any goods or services obtained from any subcontractor or supplier to SpotOn, unless otherwise agreed in advance by Buyer. SpotOn shall incorporate these terms and conditions on any order approved by Buyer and procured from third parties pertaining to this Purchase Order. SpotOn shall remain fully responsible for all work performed by such third parties and shall indemnify and hold Buyer harmless for any payment required to be made to any such parties.

16. WAIVER: No waiver of any default by either party shall act as a waiver of a subsequent or different default.

17. LIMITATION OF LIABILITY:

(a) EXCEPT FOR PAYMENTS TO THIRD PARTIES MADE PURSUANT TO SECTION 10 (INDEMNIFICATION), NEITHER PARTY WILL UNDER ANY CIRCUMSTANCES BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF BUSINESS, EVEN IF A PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

(b) EXCEPT FOR SPOTON'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10 OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL SPOTON'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED FIVE TIMES (5X) THE TOTAL FEES PAID BY BUYER TO SPOTON FOR THE SPECIFIC SPOTON HARDWARE UPON WHICH THE FIRST EVENT GIVING RISE TO LIABILITY WAS BASED ("LIABILITY EVENT") DURING THE TWELVE (12) MONTHS PRECEDING THE LIABILITY EVENT DATE.

(c) EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY,

RFP # 23-002-DCC Food &amp; Beverage Point of Sale System | DuPage County

DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY SPOTON UNDER THIS AGREEMENT AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. ALL SUCH LIMITATIONS, DISCLAIMERS, AND EXCLUSIONS (INCLUDING THIS

SECTION 9) WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

18. **FORCE MAJEURE.** SpotOn will not be liable for, or be considered to be in breach of or default under this Purchase Order, on account of, any delay or failure to perform as required by this Agreement as a result of any natural disaster, fire, earthquake, flood, weather condition, epidemic, acts of war or terror, civil disorder or disturbance, explosion, sabotage, technology attacks, governmental action or prohibition, failure of power, transportation or communication systems, or any other cause or condition beyond SpotOn's reasonable control, so long as SpotOn uses all commercially reasonable efforts to avoid or remove such causes of non-performance.

19. **MISCELLANEOUS:** Section headings are for convenience only and shall have no legal or interpretive effect. This purchase order shall be governed by and construed under the laws of the State of California, without regard to its conflicts-of-law rules. In the event any dispute arises under this Purchase Order that exceeds \$50,000 and which cannot be resolved by informal negotiation, the parties agree to participate in mediation as a condition precedent to pursuing litigation. The mediation shall be conducted by a licensed, qualified mediator in Los Angeles, CA. Nothing herein shall be construed as creating an exclusive relationship between Buyer and SpotOn regarding the goods or services. Any notices required hereunder shall be given in writing to the addresses set out in the purchase order and shall be deemed effective on the same day any such written notice is personally served, or on the third (3rd) day after such notice is deposited in the United States mail or with a nationally recognized overnight delivery service.

**DuPage County**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**SpotOn Transact**Name: Jack ChalfantTitle: ControllerSignature: \_\_\_\_\_ **Signature on File**Date: 03/09/2023



## Consent Item

421 N. COUNTY FARM  
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**File #:** 23-1396

**Agenda Date:** 4/4/2023

**Agenda #:** 10.B.

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# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Consent  
HS 4/4  
CB 4/11

Date: Mar 15, 2023

MinuteTraq (IQM2) ID #: 23-1257

<b>Purchase Order #:</b> 5093-0001 SERV	<b>Original Purchase Order Date:</b> Jan 25, 2021	<b>Change Order #:</b> 3	<b>Department:</b> DuPage Care Center
<b>Vendor Name:</b> Accounting Principals, Inc. dba Ajilon			<b>Vendor #:</b> 37171
<b>Dept Contact:</b> Anita Rajagopal			
<b>Background and/or Reason for Change Order Request:</b>	This contract is to provide a Medicare/Medicaid/Insurance Biller for the DuPage Care Center, Financial Services, for the period January 25, 2021 through November 30, 2022, per quote 20-131-CARE. Decrease and close contract in the amount of \$139,999.00 - CONTRACT HAS EXPIRED NOTE: we were able to hire and retain staff, not needing to use agency services		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

☒ (A) Were not reasonably foreseeable at the time the contract was signed.

☐ (B) The change is germane to the original contract as signed.

☐ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$14,999.00
B	Net \$ change for previous Change Orders	\$125,000.00
C	Current contract amount (A + B)	\$139,999.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$139,999.00)
E	New contract amount (C + D)	\$0.00
F	Percent of current contract value this Change Order represents (D / C)	-100.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-100.00%
<b>DECISION MEMO NOT REQUIRED</b>		

☐ Cancel entire order ☐ Close Contract ☐ Contract Extension (29 days) ☒ Consent Only

☐ Change budget code from: \_\_\_\_\_ to: \_\_\_\_\_

☐ Increase/Decrease quantity from: \_\_\_\_\_ to: \_\_\_\_\_

☐ Price shows: \_\_\_\_\_ should be: \_\_\_\_\_

☒ Decrease remaining encumbrance and close contract ☐ Increase encumbrance and close contract ☐ Decrease encumbrance ☐ Increase encumbrance

<b>DECISION MEMO REQUIRED</b>	
<input type="checkbox"/> Increase (greater than 29 days) contract expiration from: _____ to: _____	
<input type="checkbox"/> Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount <input type="checkbox"/> Funding Source _____	
<input type="checkbox"/> OTHER - explain below:	

cdk	4208	Mar 15, 2023		Mar 15, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext
<b>REVIEWED BY (Initials Only)</b>				
Buyer	Date	Procurement Officer	Date	3/21/23
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date	



## Consent Item

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**File #:** 23-1397

**Agenda Date:** 4/4/2023

**Agenda #:** 10.C.

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# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Mar 15, 2023

MinuteTraQ (IQM2) ID #: 23-1262

Consent  
HS 4/4  
OB 4/11

<b>Purchase Order #:</b> 5569-0001 SERV	<b>Original Purchase Order Date:</b> Dec 8, 2021	<b>Change Order #:</b> 1	<b>Department:</b> DuPage Care Center
<b>Vendor Name:</b> AirGas USA	<b>Vendor #:</b> 10674		<b>Dept Contact:</b> Vinit Patel
<b>Background and/or Reason for Change Order Request:</b>	Contract Purchase Order for Liquid Portable Oxygen, for the period of 12/08/21 through 11/30/22 Decrease and close contract line 1 in the amount of \$11,606.94 - CONTRACT HAS EXPIRED.		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

- ☒ (A) Were not reasonably foreseeable at the time the contract was signed.  
☐ (B) The change is germane to the original contract as signed.  
☐ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$29,900.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$29,900.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$11,606.94)
E	New contract amount (C + D)	\$18,293.06
F	Percent of current contract value this Change Order represents (D / C)	-38.82%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-38.82%

### DECISION MEMO NOT REQUIRED

- ☐ Cancel entire order ☐ Close Contract ☐ Contract Extension (29 days) ☒ Consent Only
- ☐ Change budget code from: \_\_\_\_\_ to: \_\_\_\_\_
- ☐ Increase/Decrease quantity from: \_\_\_\_\_ to: \_\_\_\_\_
- ☐ Price shows: \_\_\_\_\_ should be: \_\_\_\_\_
- ☒ Decrease remaining encumbrance and close contract ☐ Increase encumbrance and close contract ☐ Decrease encumbrance ☐ Increase encumbrance

### DECISION MEMO REQUIRED

- ☐ Increase (greater than 29 days) contract expiration from: \_\_\_\_\_ to: \_\_\_\_\_
- ☐ Increase  $\geq$  \$2,500.00, or  $\geq$  10%, of current contract amount ☐ Funding Source \_\_\_\_\_
- ☐ OTHER - explain below:

cdk	4208	Mar 15, 2023		Mar 15, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext Date
<b>REVIEWED BY (Initials Only)</b>				
Buyer	Date	<i>Med</i> Procurement Officer	<u>3/21/23</u> Date	
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date	



## Consent Item

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**File #:** 23-1398

**Agenda Date:** 4/4/2023

**Agenda #:** 10.D.

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# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Mar 15, 2023

MinuteTraq (IQM2) ID #: 23-1263

Consent  
HS 4/4  
CB 4/11

<b>Purchase Order #:</b> 441-0001 SERV	<b>Original Purchase Order Date:</b> Jul 10, 2013	<b>Change Order #:</b> 14	<b>Department:</b> DuPage care Center
<b>Vendor Name:</b> CareVoyant, Inc.		<b>Vendor #:</b> 13289	<b>Dept Contact:</b> Shauna Berman
<b>Background and/or Reason for Change Order Request:</b>	Decrease and close line 1 in the amount of \$450.00 Decrease and close line 3 in the amount of \$66,781.50 Decrease and close line 4 in the amount of \$41,887.50 - CONTRACT HAS EXPIRED		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

- ☒ (A) Were not reasonably foreseeable at the time the contract was signed.  
☐ (B) The change is germane to the original contract as signed.  
☐ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$442,500.00
B	Net \$ change for previous Change Orders	\$10,034.00
C	Current contract amount (A + B)	\$452,534.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$109,119.00)
E	New contract amount (C + D)	\$343,415.00
F	Percent of current contract value this Change Order represents (D / C)	-24.11%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-22.39%

### DECISION MEMO NOT REQUIRED

- ☐ Cancel entire order ☐ Close Contract ☐ Contract Extension (29 days) ☒ Consent Only  
☐ Change budget code from: \_\_\_\_\_ to: \_\_\_\_\_  
☐ Increase/Decrease quantity from: \_\_\_\_\_ to: \_\_\_\_\_  
☐ Price shows: \_\_\_\_\_ should be: \_\_\_\_\_  
☒ Decrease remaining encumbrance and close contract ☐ Increase encumbrance and close contract ☐ Decrease encumbrance ☐ Increase encumbrance

### DECISION MEMO REQUIRED

- ☐ Increase (greater than 29 days) contract expiration from: \_\_\_\_\_ to: \_\_\_\_\_  
☐ Increase  $\geq$  \$2,500.00, or  $\geq$  10%, of current contract amount ☐ Funding Source \_\_\_\_\_  
☐ OTHER - explain below:  
\_\_\_\_\_

cdk	4208	Mar 15, 2023		Mar 15, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext
<b>REVIEWED BY (Initials Only)</b>				
Buyer	Date	Procurement Officer	Date	3/21/23
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date	



## Consent Item

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**File #:** 23-1399

**Agenda Date:** 4/4/2023

**Agenda #:** 10.E.

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# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Consent  
HS 4/4  
OB 4/11

Date: Mar 15, 2023

MinuteTraQ (IQM2) ID #: 23-1264

<b>Purchase Order #:</b> 5650-0001 SERV	<b>Original Purchase Order Date:</b> Jan 12, 2022	<b>Change Order #:</b> 1	<b>Department:</b> DuPage Care Center
<b>Vendor Name:</b> Home Depot Pro		<b>Vendor #:</b> 11219	<b>Dept Contact:</b> Vinit Patel
<b>Background and/or Reason for Change Order Request:</b>	Contract for Housekeeping Supplies for the DuPage Care Center, for the period 01/12/22 through 10/31/22. Decrease and close line #1 in the amount of \$62,513.67 Decrease and close line #2 in the amount of \$35,000.00 - CONTRACT HAS EXPIRED		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

- ☒ (A) Were not reasonably foreseeable at the time the contract was signed.
- ☐ (B) The change is germane to the original contract as signed.
- ☐ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$140,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$140,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$97,513.67)
E	New contract amount (C + D)	\$42,486.33
F	Percent of current contract value this Change Order represents (D / C)	-69.65%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-69.65%

### DECISION MEMO NOT REQUIRED

- ☐ Cancel entire order ☐ Close Contract ☐ Contract Extension (29 days) ☒ Consent Only
- ☐ Change budget code from: \_\_\_\_\_ to: \_\_\_\_\_
- ☐ Increase/Decrease quantity from: \_\_\_\_\_ to: \_\_\_\_\_
- ☐ Price shows: \_\_\_\_\_ should be: \_\_\_\_\_
- ☒ Decrease remaining encumbrance and close contract ☐ Increase encumbrance and close contract ☐ Decrease encumbrance ☐ Increase encumbrance

### DECISION MEMO REQUIRED

- ☐ Increase (greater than 29 days) contract expiration from: \_\_\_\_\_ to: \_\_\_\_\_
- ☐ Increase  $\geq$  \$2,500.00, or  $\geq$  10%, of current contract amount ☐ Funding Source \_\_\_\_\_
- ☐ OTHER - explain below:

cdk	4208	Mar 15, 2023		Mar 15, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext Date
<b>REVIEWED BY (Initials Only)</b>				
Buyer	Date	Procurement Officer	Date	3/21/23
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date	



## Consent Item

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**File #: 23-1400**

**Agenda Date: 4/4/2023**

**Agenda #: 10.F.**

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Consent  
HS 4/4  
CB 4/11



# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Mar 15, 2023

MinuteTraq (IQM2) ID #: 23-1266

<b>Purchase Order #:</b> 5436-0001 SERV	<b>Original Purchase Order Date:</b> Sep 20, 2021	<b>Change Order #:</b> 3	<b>Department:</b> DuPage Care Center
<b>Vendor Name:</b> Lifescan Labs		<b>Vendor #:</b> 38420	<b>Dept Contact:</b> Nursing
<b>Background and/or Reason for Change Order Request:</b>	Contract for patient phlebotomy and laboratory services, for the DuPage Care Center, for the period 09/20/21 through 09/19/22, per RFP#21-049-CARE. Decrease line 1 in the amount of \$12,330.68 Decrease line 2 in the amount of \$3,159.16 CONTRACT HAS EXPIRED		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

- ☒ (A) Were not reasonably foreseeable at the time the contract was signed.  
☐ (B) The change is germane to the original contract as signed.  
☐ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$40,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$40,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$15,489.84)
E	New contract amount (C + D)	\$24,510.16
F	Percent of current contract value this Change Order represents (D / C)	-38.72%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-38.72%
DECISION MEMO NOT REQUIRED		

- ☐ Cancel entire order ☐ Close Contract ☐ Contract Extension (29 days) ☐ Consent Only  
☐ Change budget code from: \_\_\_\_\_ to: \_\_\_\_\_  
☐ Increase/Decrease quantity from: \_\_\_\_\_ to: \_\_\_\_\_  
☐ Price shows: \_\_\_\_\_ should be: \_\_\_\_\_  
☒ Decrease remaining encumbrance and close contract ☐ Increase encumbrance and close contract ☐ Decrease encumbrance ☐ Increase encumbrance

DECISION MEMO REQUIRED	
<input type="checkbox"/> Increase (greater than 29 days) contract expiration from: _____ to: _____	
<input type="checkbox"/> Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount <input type="checkbox"/> Funding Source _____	
<input type="checkbox"/> OTHER - explain below:	

cdk	4208	Mar 15, 2023		Mar 15, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext Date
REVIEWED BY (Initials Only)				
Buyer	Date	Procurement Officer	Date	3/22/23
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date	



## Consent Item

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**File #: 23-1401**

**Agenda Date: 4/4/2023**

**Agenda #: 10.G.**

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Consent  
HS 4/4  
CB 4/11



# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Mar 15, 2023

MinuteTraq (IQM2) ID #: 23-1267

<b>Purchase Order #:</b> 5258-0001 SERV	<b>Original Purchase Order Date:</b> Jun 1, 2021	<b>Change Order #:</b> 3	<b>Department:</b> DuPage Care Center
<b>Vendor Name:</b> McKesson Medical Surgical Govt Solutions LLC		<b>Vendor #:</b> 30801	<b>Dept Contact:</b> Vinit Patel
<b>Background and/or Reason for Change Order Request:</b>	Contract purchase order to furnish and deliver Incontinent Products for the DuPage Care Center, for the period 06/01/21 through 05/31/22, under bid#20-025-CARE. Decrease and close contract in the amount of \$94,268.80 - CONTRACT HAS EXPIRED		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

- ☒ (A) Were not reasonably foreseeable at the time the contract was signed.
- ☐ (B) The change is germane to the original contract as signed.
- ☐ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$195,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$195,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$94,268.80)
E	New contract amount (C + D)	\$100,731.20
F	Percent of current contract value this Change Order represents (D / C)	-48.34%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-48.34%
<b>DECISION MEMO NOT REQUIRED</b>		

- ☐ Cancel entire order ☐ Close Contract ☐ Contract Extension (29 days) ☒ Consent Only
- ☐ Change budget code from: \_\_\_\_\_ to: \_\_\_\_\_
- ☐ Increase/Decrease quantity from: \_\_\_\_\_ to: \_\_\_\_\_
- ☐ Price shows: \_\_\_\_\_ should be: \_\_\_\_\_
- ☒ Decrease remaining encumbrance and close contract ☐ Increase encumbrance and close contract ☐ Decrease encumbrance ☐ Increase encumbrance

DECISION MEMO REQUIRED	
<input type="checkbox"/> Increase (greater than 29 days) contract expiration from: _____ to: _____	
<input type="checkbox"/> Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount <input type="checkbox"/> Funding Source _____	
<input type="checkbox"/> OTHER - explain below:	

cdk	4208	Mar 15, 2023		Mar 15, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Date
REVIEWED BY (Initials Only)				
Buyer	Date	<i>den</i>	Procurement Officer	Date 3/22/23
Chief Financial Officer (Decision Memos Over \$25,000)	Date		Chairman's Office (Decision Memos Over \$25,000)	Date



## Consent Item

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**File #: 23-1402**

**Agenda Date: 4/4/2023**

**Agenda #: 10.H.**

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Consent  
HS 4/4  
CB 4/11



# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Mar 14, 2023

MinuteTraq (IQM2) ID #: 23-1268

<b>Purchase Order #:</b> 5664-0001 SERV	<b>Original Purchase Order Date:</b> Jan 12, 2022	<b>Change Order #:</b> 1	<b>Department:</b> DuPage Care Center
<b>Vendor Name:</b> Music Speaks		<b>Vendor #:</b> 20683	<b>Dept Contact:</b> Susan Coblentz
<b>Background and/or Reason for Change Order Request:</b>	decrease and close out line 1, 5000-2120-53090 in the amount of \$18,905.76 and line 2, 5000-2120-53090 in the amount of \$930.00 - contract has expired.		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

☒ (A) Were not reasonably foreseeable at the time the contract was signed.

☐ (B) The change is germane to the original contract as signed.

☐ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE	
A	Starting contract value
B	Net \$ change for previous Change Orders
C	Current contract amount (A + B)
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease
E	New contract amount (C + D)
F	Percent of current contract value this Change Order represents (D / C)
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)
DECISION MEMO NOT REQUIRED	

☐ Cancel entire order ☐ Close Contract ☐ Contract Extension (29 days) ☒ Consent Only

☐ Change budget code from: \_\_\_\_\_ to: \_\_\_\_\_

☐ Increase/Decrease quantity from: \_\_\_\_\_ to: \_\_\_\_\_

☐ Price shows: \_\_\_\_\_ should be: \_\_\_\_\_

☒ Decrease remaining encumbrance and close contract ☐ Increase encumbrance and close contract ☐ Decrease encumbrance ☐ Increase encumbrance

DECISION MEMO REQUIRED	
<input type="checkbox"/> Increase (greater than 29 days) contract expiration from: _____ to: _____	
<input type="checkbox"/> Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount <input type="checkbox"/> Funding Source _____	
<input type="checkbox"/> OTHER - explain below:	

cdk	4208	Mar 14, 2023		Mar 14, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext
<b>REVIEWED BY (Initials Only)</b>				
Buyer	Date	Procurement Officer	Date	3/22/23
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date	



## Consent Item

421 N. COUNTY FARM  
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**File #: 23-1403**

**Agenda Date: 4/4/2023**

**Agenda #: 10.I.**

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HS only 4/4



# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Mar 15, 2023

MinuteTraQ (IQM2) ID #: 23-1269

<b>Purchase Order #:</b> 5263-0001 SERV	<b>Original Purchase Order Date:</b> Jun 1, 2021	<b>Change Order #:</b> 1	<b>Department:</b> DuPage Care Center
<b>Vendor Name:</b> Northwestern Medicine Regional Medical Group		<b>Vendor #:</b> 10019	<b>Dept Contact:</b> Nursing
<b>Background and/or Reason for Change Order Request:</b>	Contract purchase order to Northwestern Medicine Regional Medical Group, for Pass thru Medicare Part A, for the period June 1, 2021 through May 31, 2022 Decrease and close line 1 in the amount of \$13,144.45 - CONTRACT HAS EXPIRED		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

- ☒ (A) Were not reasonably foreseeable at the time the contract was signed.
- ☐ (B) The change is germane to the original contract as signed.
- ☐ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$15,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$15,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$13,144.45)
E	New contract amount (C + D)	\$1,855.55
F	Percent of current contract value this Change Order represents (D / C)	-87.63%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-87.63%

### DECISION MEMO NOT REQUIRED

- ☐ Cancel entire order ☐ Close Contract ☐ Contract Extension (29 days) ☒ Consent Only
- ☐ Change budget code from: \_\_\_\_\_ to: \_\_\_\_\_
- ☐ Increase/Decrease quantity from: \_\_\_\_\_ to: \_\_\_\_\_
- ☐ Price shows: \_\_\_\_\_ should be: \_\_\_\_\_
- ☒ Decrease remaining encumbrance and close contract ☐ Increase encumbrance and close contract ☐ Decrease encumbrance ☐ Increase encumbrance

### DECISION MEMO REQUIRED

- ☐ Increase (greater than 29 days) contract expiration from: \_\_\_\_\_ to: \_\_\_\_\_
- ☐ Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount ☐ Funding Source \_\_\_\_\_
- ☐ OTHER - explain below:

cdk	4208	Mar 15, 2023		Mar 15, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Date
<b>REVIEWED BY (Initials Only)</b>				
Buyer	Date	<i>MC</i>	Procurement Officer	3/22/23
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)		Date



## Consent Item

421 N. COUNTY FARM  
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**File #: 23-1404**

**Agenda Date: 4/4/2023**

**Agenda #: 10.J.**

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Consent  
HS 4/4  
CB 4/11



# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Mar 15, 2023

MinuteTraq (IQM2) ID #: 23-1270

<b>Purchase Order #:</b> 5586-0001 SERV	<b>Original Purchase Order Date:</b> Nov 30, 2021	<b>Change Order #:</b> 2	<b>Department:</b> DuPage Care Center
<b>Vendor Name:</b> Symbria Rehab, Inc.		<b>Vendor #:</b> 27600	<b>Dept Contact:</b> Physical Therapy
<b>Background and/or Reason for Change Order Request:</b>	Contract for Therapy and consulting services at the DPCC, for the period 11/30/21 through 11/30/22, per #21-057-CARE Decrease and close contract in the amount of \$332,185.61 - CONTRACT HAS EXPIRED		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

- ☒ (A) Were not reasonably foreseeable at the time the contract was signed.  
☐ (B) The change is germane to the original contract as signed.  
☐ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$990,500.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$990,500.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$332,185.61)
E	New contract amount (C + D)	\$658,314.39
F	Percent of current contract value this Change Order represents (D / C)	-33.54%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-33.54%
DECISION MEMO NOT REQUIRED		

- ☐ Cancel entire order ☐ Close Contract ☐ Contract Extension (29 days) ☒ Consent Only  
☐ Change budget code from: \_\_\_\_\_ to: \_\_\_\_\_  
☐ Increase/Decrease quantity from: \_\_\_\_\_ to: \_\_\_\_\_  
☐ Price shows: \_\_\_\_\_ should be: \_\_\_\_\_  
☒ Decrease remaining encumbrance and close contract ☐ Increase encumbrance and close contract ☐ Decrease encumbrance ☐ Increase encumbrance

<b>DECISION MEMO REQUIRED</b>	
<input type="checkbox"/> Increase (greater than 29 days) contract expiration from: _____ to: _____	
<input type="checkbox"/> Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount <input type="checkbox"/> Funding Source _____	
<input type="checkbox"/> OTHER - explain below: _____	

cdk	4208	Mar 15, 2023		Mar 15, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext Date
<b>REVIEWED BY (Initials Only)</b>				
Buyer	Date	Procurement Officer	Date	3/22/23
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date	



## Consent Item

421 N. COUNTY FARM  
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**File #:** 23-1405

**Agenda Date:** 4/4/2023

**Agenda #:** 10.K.

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# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Mar 15, 2023

MinuteTraq (IQM2) ID #: 23-1271

Consent  
HS 4/4  
CB 4/11

<b>Purchase Order #:</b> 5257-0001 SERV	<b>Original Purchase Order Date:</b> Jun 1, 2021	<b>Change Order #:</b> 7	<b>Department:</b> DuPage Care Center
<b>Vendor Name:</b> Sysco Chicago, Inc.		<b>Vendor #:</b> 10555	<b>Dept Contact:</b> Mario Plata
<b>Background and/or Reason for Change Order Request:</b>	This contract is to provide and deliver Primary Food Supplies & Chemicals for the DuPage Care Center Dining Services, JTK Administration Building and Judicial Office Facility Campus Cafes, for the period 06/01/21 through 06/29/22 and now through 11/30/22. Decrease and close line 1 in the amount of \$20,775.71 Decrease and close line 2 in the amount of \$44,316.43 Decrease and close line 3 in the amount of \$2,601.15 Decrease and close line 4 in the amount of \$18,308.29 Decrease and close line 5 in the amount of \$108,514.11 Decrease and close line 6 in the amount of \$3,160.27 Decrease and close line 7 in the amount of \$8,508.11 - CONTRACT HAS EXPIRED		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

☒ (A) Were not reasonably foreseeable at the time the contract was signed.

☐ (B) The change is germane to the original contract as signed.

☐ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$1,113,636.00
B	Net \$ change for previous Change Orders	\$501,500.00
C	Current contract amount (A + B)	\$1,615,136.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$206,184.07)
E	New contract amount (C + D)	\$1,408,951.93
F	Percent of current contract value this Change Order represents (D / C)	-12.77%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	26.52%
DECISION MEMO NOT REQUIRED		

☐ Cancel entire order ☐ Close Contract ☐ Contract Extension (29 days) ☒ Consent Only

☐ Change budget code from: \_\_\_\_\_ to: \_\_\_\_\_

☐ Increase/Decrease quantity from: \_\_\_\_\_ to: \_\_\_\_\_

☐ Price shows: \_\_\_\_\_ should be: \_\_\_\_\_

☒ Decrease remaining encumbrance and close contract ☐ Increase encumbrance and close contract ☐ Decrease encumbrance ☐ Increase encumbrance

<b>DECISION MEMO REQUIRED</b>	
<input type="checkbox"/> Increase (greater than 29 days) contract expiration from: _____ to: _____	
<input type="checkbox"/> Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount <input type="checkbox"/> Funding Source _____	
<input type="checkbox"/> OTHER - explain below: _____	

cdk	4208	Mar 15, 2023	<i>cdk</i>	Mar 15, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Date
<b>REVIEWED BY (Initials Only)</b>				
Buyer		Date	Procurement Officer	Date
				3/22/23



## Consent Item

421 N. COUNTY FARM  
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**File #: 23-1406**

**Agenda Date: 4/4/2023**

**Agenda #: 10.L.**

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# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Mar 14, 2023

MinuteTraq (IQM2) ID #: 23-1273

Consent  
HS 4/4  
CB 4/11

<b>Purchase Order #:</b> 5011-0001 SERV	<b>Original Purchase Order Date:</b> Dec 1, 2020	<b>Change Order #:</b> 5	<b>Department:</b> DuPage Care Center
<b>Vendor Name:</b> Valdes, LLC	<b>Vendor #:</b> 36338	<b>Dept Contact:</b> Christine Kliebhan	
<b>Background and/or Reason for Change Order Request:</b>	Decrease and close line 1 in the amount of \$30,712.18 Decrease and close line 2 in the amount of \$1,020.26 Decrease and close line 3 in the amount of \$7,500.00 Decrease and close line 4 in the amount of \$717.27 Decrease and close line 5 in the amount of \$188.82 CONTRACT HAS EXPIRED		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

- ☒ (A) Were not reasonably foreseeable at the time the contract was signed.  
☐ (B) The change is germane to the original contract as signed.  
☐ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$94,095.06
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$94,095.06
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$40,138.53)
E	New contract amount (C + D)	\$53,956.53
F	Percent of current contract value this Change Order represents (D / C)	-42.66%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-42.66%
DECISION MEMO NOT REQUIRED		

- ☐ Cancel entire order ☐ Close Contract ☐ Contract Extension (29 days) ☒ Consent Only  
☐ Change budget code from: \_\_\_\_\_ to: \_\_\_\_\_  
☐ Increase/Decrease quantity from: \_\_\_\_\_ to: \_\_\_\_\_  
☐ Price shows: \_\_\_\_\_ should be: \_\_\_\_\_  
☒ Decrease remaining encumbrance and close contract ☐ Increase encumbrance and close contract ☐ Decrease encumbrance ☐ Increase encumbrance

<b>DECISION MEMO REQUIRED</b>	
<input type="checkbox"/> Increase (greater than 29 days) contract expiration from: _____ to: _____	
<input type="checkbox"/> Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount <input type="checkbox"/> Funding Source _____	
<input type="checkbox"/> OTHER - explain below: _____	

CK	630-784-4208	Mar 14, 2023	4202	Mar 14, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Date
<b>REVIEWED BY (Initials Only)</b>				
Buyer	Date	<i>all</i>	Procurement Officer	3/22/23
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date	