



DU PAGE COUNTY

Technology Committee

Final Summary

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

Tuesday, January 7, 2025

11:00 AM

Room 3500B

1. CALL TO ORDER

11:00 AM meeting was called to order by Chair Covert at 11:00 AM.

2. ROLL CALL

PRESENT	Berlin, Chaplin, Childress, Covert, Eckhoff, Galassi, Henry, Kaczmarek, Rutledge, White, and Yoo
ABSENT	Lukas

3. CHAIRWOMAN'S REMARKS - CHAIR COVERT

Chair Covert welcomed everyone to the Technology Committee. She said she is excited to work with staff and the committee. She said anyone is welcome to contact her with any questions or comments.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [25-0106](#)

Approval of Minutes for the Technology Committee - Regular Meeting - Tuesday, December 3, 2024

Attachments: [2024-12-03 Technology Minutes \(summary\).pdf](#)

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Yeena Yoo

6. BUDGET TRANSFERS

6.A. [25-0134](#)

Budget adjustment total amount of \$56,284: \$20,000 from 1100-4310-50000 (Regular Salaries); \$4,600 from 1100-4310-50010 (Overtime); \$10,000 from 1100-4310-50040 (Part Time Help); \$11,684 from 1100-4310-50080 (Salary & Wage Adjustments); and \$10,000 from 1100-4310-51040 (Employee Med & Hosp Insurance), to 1100-4310-53090 (Other Professional Services), to pay for the non-budgeted U.S. Imaging film project for the Recorder of Deeds in FY2024.

Mr. Johnson asked Member Chaplin to elaborate on the memo included with the first two

budget transfers on the agenda. Member Chaplin explained that her office received an invoice for approximately \$672,000 for a project that was not budgeted for and not competitively bid last year. She said because of how the project was managed, the film is unusable.

Member Chaplin said she is meeting with the vendor to discuss if anything is able to be salvaged. She noted that the project moved film to film rather than digitizing it. Member Yoo asked if it would be useful for CIO Anthony McPhearson and or Deputy CIO Richard Burnson to be included in the meeting with the vendor. Member Chaplin said that would be a great idea, since there was no consultation with staff previously on this project. Mr. McPhearson said he would love to attend and suggested they can work with the vendor and Procurement to possibly change the scope of the contract and go digital. Guillermo Franco, Recorder IT staff, said they would need to increase their storage in order to go digital.

Member Galassi asked if the meeting is being held to discuss switching to digital. Member Chaplin replied that they will be discussing whether the film is still useable as well as the possibility of digitization. She advised that the 6,000+ images in question are currently with US Imaging.

Member Rutledge asked when the contract was signed. Member Chaplin said it was more of a proposal than a contract and it was signed on February 8, 2024. Mr. Burnson asked that the contract be sent to him and Mr. McPhearson prior to tomorrow's meeting.

County Board Member Andrew Honig asked what film is considered not useable, to which Member Chaplin said all film from 1961 through 2024.

Mr. Johnson stated that the County Clerk's office will be abstaining from the vote on items 6A through 6C.

Chair Covert asked staff to advise how these three budget transfers came to be on the Technology Committee agenda. Committee Secretary Sarah Godzicki advised that the request came from the Finance Department.

Attachments: [\\$56,284.00 \(Recorder - FY24\)](#)
 [Recorder of Deeds Memo - Budget Transfer](#)

RESULT:	APPROVED
MOVER:	Sheila Rutledge
SECONDER:	Yeena Yoo
AYES:	Berlin, Childress, Covert, Eckhoff, Galassi, Henry, Rutledge, White, and Yoo
ABSENT:	Lukas
ABSTAIN:	Chaplin, and Kaczmarek

6.B. [25-0135](#)

Budget adjustment total amount of \$355,701: \$330,670 from 1000-4300-50000 (Regular Salaries); \$10,000 from 1000-4300-50010 (Overtime); \$5,000 from 1000-4300-50050 (Temporary Salaries); \$1,699 from 1000-4300-52000 (Furn/Mach/Equip Small Value); \$7,500 from 1000-4300-52200 (Operating Supplies & Materials); and \$832 from 1000-4300-52210 (Food & Beverages), to 1000-4300-53090 (Other Professional Services), to pay for the non-budgeted U.S. Imaging film project for the Recorder of Deeds in FY2024.

Attachments: [\\$355,701.00 \(Recorder - FY24\)](#)
 [Recorder of Deeds Memo - Budget Transfer](#)

RESULT:	APPROVED
MOVER:	Yeena Yoo
SECONDER:	Sheila Rutledge
AYES:	Berlin, Childress, Covert, Eckhoff, Galassi, Henry, Rutledge, White, and Yoo
ABSENT:	Lukas
ABSTAIN:	Chaplin, and Kaczmarek

6.C. [25-0165](#)

Budget adjustment total amount of \$16,759: \$11,869 from 1100-4310-53829 (Indirect Cost Reimbursement) and \$4,890 from 1100-4310-53800 (Printing), to 1100-4310-51000 (Benefit Payments), to cover retention benefit payout expenses for the Recorder of Deeds in FY2024.

Member Yoo moved, seconded by Member Rutledge, to refer item 6.C. to the Finance Committee for approval. All ayes. Motion carried.

Attachments: [\\$16,759.00 \(Recorder - FY24\)](#)

RESULT:	WITHDRAWN
MOVER:	Yeena Yoo
SECONDER:	Sheila Rutledge
AYES:	Berlin, Chaplin, Childress, Covert, Eckhoff, Galassi, Henry, Kaczmarek, Rutledge, White, and Yoo
ABSENT:	Lukas

7. **PROCUREMENT REQUISITIONS**

7.A. [TE-P-0001-25](#)

Recommendation for the approval of a contract purchase order to Environmental Systems Research Institute, Inc. (ESRI), for professional services for GIS data migration, support,

and training for the ESRI Enterprise Advantage Program, for Information Technology - GIS Division, for the period of January 17, 2025 through January 16, 2026, for a contract total amount of \$142,700. Exempt from bidding per 55 ILCS 5/5-1022(c) not suitable for competitive bids - Sole Source. This product and service is only available from the provider, ESRI, Inc.

- Attachments:** [ESRI \(EEAP\) - PRCC](#)
 [ESRI \(EEAP\) - Quote #Q-535109](#)
 [ESRI \(EEAP\) - Advantage Program Agreement](#)
 [ESRI \(EEAP\) - Sole Source](#)
 [ESRI \(EEAP\) - Product-Specific Terms of Use](#)
 [ESRI \(EEAP\) - Supplemental Terms & Conditions](#)
 [ESRI \(EEAP\) - Addendum Supplemental Terms & Conditions](#)
 [ESRI \(EEAP\) - VED](#)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Sheila Rutledge
SECONDER:	Yeena Yoo

7.B. [25-0033](#)

Recommendation for the approval of a contract to Carahsoft Technology Group, for a Premier Support Agreement for Microsoft support services, for Information Technology, for the period of February 24, 2025 through February 23, 2026, for a contract total of \$24,210; per Cooperative Purchasing Agreement Pricing, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act" - NASPO ValuePoint Master Agreement #AR2472.

- Attachments:** [Carahsoft - Premier Support \(US Cloud\) - PRCC](#)
 [Carahsoft - Premier Support \(US Cloud\) - Quote #51822894](#)
 [Carahsoft - Premier Support \(US Cloud\) - NASPO - Master Agreement #AR2472](#)
 [Carahsoft - Premier Support \(US Cloud\) - VED](#)

RESULT:	APPROVED
MOVER:	Sheila Rutledge
SECONDER:	Kari Galassi

8. **OLD BUSINESS**

No old business was discussed.

9. **NEW BUSINESS**

No new business was discussed.

10. ADJOURNMENT

With no further business, the meeting was adjourned.



Minutes

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

File #: 25-0106

Agenda Date: 1/7/2025

Agenda #: 5.A.



DU PAGE COUNTY

Technology Committee

Final Summary

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

Tuesday, December 3, 2024

11:00 AM

Room 3500B

1. CALL TO ORDER

11:00 AM meeting was called to order by Chair Yoo at 11:00 AM.

2. ROLL CALL

PRESENT	Berlin, Eckhoff, Galassi, Haider, Henry, Kaczmarek, Rutledge, White, and Yoo
ABSENT	Cronin Cahill, and Lukas
LATE	Chaplin

3. CHAIRWOMAN'S REMARKS - CHAIR YOO

Chair Yoo welcomed new County Board members Saba Haider and Andrew Honig as well as Liz Chaplin, County Recorder. She then wished everyone a happy holiday season.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [24-3229](#)

Approval of Minutes for the Technology Committee - Regular Meeting - Tuesday, November 19, 2024

Attachments: [2024-11-19 Technology Minutes \(summary\).pdf](#)

RESULT:	APPROVED
MOVER:	Kari Galassi
SECONDER:	Sheila Rutledge

6. PROCUREMENT REQUISITIONS

6.A. [TE-CO-0004-24](#)

Amendment to County Contract 7148-0001-SERV, issued to AT&T Mobility II LLC d/b/a AT&T Mobility - National Act, to provide wireless services including basic cellular voice, smart phones, wireless data, and push-to-talk, for County departments, to increase the encumbrance by \$24,325, resulting in an amended contract total of \$1,505,860, an increase of 1.64%.

Attachments: [AT&T - 7148-1-SERV - Change Order #4](#)
[AT&T - 7148-1-SERV - Change Order #4 - Decision Memo](#)
[Department VED Placeholder.pdf](#)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Saba Haider
SECONDER:	Sheila Rutledge

6.B. [24-3209](#)

Recommendation for the approval of a contract purchase order to SAS Institute, Inc., for annual software maintenance and licensing, for Information Technology, for the period of January 31, 2025 through January 30, 2026, for a contract total of \$17,440. Exempt from bidding per 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bids - Sole Source. This is proprietary and copyrighted software.

Mr. McPhearson explained that staff does not anticipate further renewals with SAS after FY25, as it will no longer be needed once the mainframe is shut down.

Attachments: [SAS Institute - PRCC](#)
[SAS Institute - Invoice #70102064](#)
[SAS Institute - Sole Source Letter](#)
[Department VED Placeholder.pdf](#)

RESULT:	APPROVED
MOVER:	Sheila Rutledge
SECONDER:	Kari Galassi

7. INFORMATIONAL ITEMS

7.A. [JPS-P-0044-24](#)

Recommendation for the approval of a contract purchase order to Heartland Business Systems, for the purchase of a Scale Computer System, for the Sheriff's Office, for the period of December 10, 2024 through December 9, 2029, for a contract not to exceed \$244,636.52; per TIPS Contract #220105. (Sheriff's Office)

Attachments: [Heartland - PRCC.pdf](#)
[Heartland-Scale Quote](#)
[TIPS-220105 CONTRACT Technology_Redacted](#)
[Heartland-Vendor Ethics_Redacted](#)

RESULT:	INFORMATION RECEIVED AND PLACED ON FILE
MOVER:	Yeena Yoo
SECONDER:	Sheila Rutledge

7.B. [24-3188](#)

County Contract 7339-0001 SERV, issued to CDW Government, decrease the contract amount by \$19,916.80 and close the contract. (Sheriff's Office)

Attachments: [CDW - Request for Change Order.pdf](#)

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Yeena Yoo
SECONDER:	Sheila Rutledge

8. IT PROJECT UPDATES

[24-3272](#)

IT Project Updates Presentation

Mr. Johnson asked if the go-live still needs to occur on the first day of a quarter, to which Mr. McPhearson responded yes.

Member Chaplin said there used to be weekly calls between the vendor and county to help make sure the project was kept on track, then asked what happened to those meetings. She said earlier this year we were on track to go live in July. She added that she felt those calls were important. Mr. McPhearson said those meetings should continue to take place to make sure we are on track. He said they were discontinued by County staff because the vendor kept making it sound as if everything was going well when it was not. He said he will talk to HR Director Chris Clevenger and find out why they haven't restarted. He explained that about 80% of the issues with this implementation are on the vendor side while the other 20% are on the County's side.

Member Rutledge asked what will happen with the space and equipment once the mainframe is shut down. Mr. McPhearson said IT will reclaim the space and is working on a plan to make more collaborative space available to staff. He said we will recycle the equipment.

Member Eckhoff asked what the purpose is of the FOIA request tool. Mr. McPhearson explained that it will offer a central tracking tool for FOIA requests as well as give access to review to the State's Attorney's Office. Member White stated that there is currently no central repository for the FOIAs received and said he feels a FOIA tool is a good idea. Mr. McPhearson added that it will help create templates for departments to use. Mr. Johnson asked if we are looking at a specific vendor or application. Mr. McPhearson said we are looking at different applications, noting that ASA Conor McCarthy is looking at the process we currently use.

Member Honig asked if the Municipal Technology Roundtable is made up of mayors, managers, or IT staff. Mr. McPhearson explained that all have been invited, but who

attends is up to the municipalities.

Attachments: [DuPage County Tech Committee Project Updates_12-03-24.pdf](#)

RESULT: PRESENTED

9. OLD BUSINESS

No old business was discussed.

10. NEW BUSINESS

No new business was discussed.

11. ADJOURNMENT

With no further business, the meeting was adjourned.



Budget Transfer

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

File #: 25-0134

Agenda Date: 1/7/2025

Agenda #: 6.A.

FY24

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective January 22, 2024

From: 1100
Company #

RECORDER DOCUMENT STORAGE
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	
4310	50000		REGULAR SALARIES	\$ 20,000.00	27,561.16	7,561.16	12/31/24
4310	50010		OVERTIME	\$ 4,600.00	4,600.00	Ø	12/31/24
4310	50040		PART TIME HELP	\$ 10,000.00	10,000.00	Ø	12/31/24
4310	50080		SALARY & WAGE ADJUSTMENTS	\$ 11,684.00	11,684.00	Ø	12/31/24
4310	51040		EMPLOYEE MED & HOSP INSURANCE	\$ 10,000.00	14,932.59	4,932.59	12/31/24
Total				\$ 56,284.00			

To: 1100
Company #

RECORDER DOCUMENT STORAGE
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	
4310	53090		OTHER PROFESSIONAL SERVICES	\$ 56,284.00	120,634.58	176,918.58	12/31/24
Total				\$ 56,284.00			

Reason for Request:

Transfer all available funds to pay for non-budgeted U.S. Imaging film project - see attached memo.

Signature on File

Department Head

12-31-2024
Date

Signature on File

Chief Financial Officer

1/2/2025
Date

Activity _____
(optional)

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

Finance Department Use Only			
Fiscal Year	24	Budget Journal #	Acctg Period
Entered By/Date		Released & Posted By/Date	

Tech -
FIN/CB -





MEMO:

BUDGET TRANSFERS for US IMAGING CONTRACT

The previous Recorder entered into a contract with US Imaging totaling approximately **\$680,000.00 without issuing a Request for Proposal or going out for bid**. While US Imaging completed the work as requested, the product has proven **unusable**, due to the way the project was conceived and managed by the prior administration, Furthermore, this expense was **not budgeted for**, leaving our office in a difficult financial position.

We have prepared the attached budget transfers to allocate the necessary funds. The transfers will be made from the following accounts:

Unit 4300: ROD General Fund

Unit 4310: ROD Document Storage Fund



Budget Transfer

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

File #: 25-0135

Agenda Date: 1/7/2025

Agenda #: 6.B.

FY24

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective January 22, 2024

From: 1000
Company #

COUNTY RECORDER
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	
4300	50000		REGULAR SALARIES	\$ 330,670.00	330,724.19	54.69	12/30/24
4300	50010		OVERTIME	\$ 10,000.00	10,000.00	0	12/30/24
4300	50050		TEMPORARY SALARIES	\$ 5,000.00	5,000.00	0	12/30/24
4300	52000		FURN/MACH/EQUIP SMALL VALUE	\$ 1,699.00	1,699.32	0.32	12/30/24
4300	52200		OPERATING SUPPLIES & MATERIALS	\$ 7,500.00	8,025.82	525.82	12/30/24
4300	52210		FOOD & BEVERAGES	\$ 832.00	832.88	0.88	12/30/24
Total				\$ 355,701.00			

To: 1000
Company #

COUNTY RECORDER
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	
4300	53090		OTHER PROFESSIONAL SERVICES	\$ 355,701.00	951.15	356,652.15	12/30/24
Total				\$ 355,701.00			

Reason for Request:

Transfer all available funds to pay for non-budgeted U.S. Imaging film project - see attached memo.

Signature on File

Department Head

Signature on File

Chief Financial Officer

12-30-2024
Date

1/2/2025
Date

Activity

(optional)

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

Finance Department Use Only

Fiscal Year 24 Budget Journal # _____ Acctg Period _____

Entered By/Date _____ Released & Posted By/Date _____

Tech - 1/7/25
FW/LB - 1/14/25



MEMO:

BUDGET TRANSFERS for US IMAGING CONTRACT

The previous Recorder entered into a contract with US Imaging totaling approximately **\$680,000.00 without issuing a Request for Proposal or going out for bid**. While US Imaging completed the work as requested, the product has proven **unusable**, due to the way the project was conceived and managed by the prior administration, Furthermore, this expense was **not budgeted for**, leaving our office in a difficult financial position.

We have prepared the attached budget transfers to allocate the necessary funds. The transfers will be made from the following accounts:

Unit 4300: ROD General Fund

Unit 4310: ROD Document Storage Fund



Budget Transfer

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

File #: 25-0165

Agenda Date: 1/7/2025

Agenda #: 6.C.

FY24

DuPage County, Illinois
 BUDGET ADJUSTMENT
 Effective January 22, 2024

From: 1100
 Company #

RECORDER DOCUMENT STORAGE
 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	
4310	53829		INDIRECT COST REIMBURSEMENT	\$ 11,869.00	11,869.00	0	12/31/24
4310	53800		PRINTING	\$ 4,890.00	9,656.74	4,766.74	12/31/24
Total				\$ 16,759.00			

To: 1100
 Company #

RECORDER DOCUMENT STORAGE
 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	
4310	51000		BENEFIT PAYMENTS	\$ 16,759.00	16,758.30	0.70	12/31/24
Total				\$ 16,759.00			

Reason for Request:

To cover for retention benefit payout expense.

Signature on File _____ 12/31/2024
 Department Head Date

Signature on File _____ 1/2/2025
 Chief Financial Officer Date

Activity _____
 (optional)

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

Finance Department Use Only

Fiscal Year 24 Budget Journal # _____ Acctg Period _____

Entered By/Date _____ Released & Posted By/Date _____

Tech -
 FIN/CB -



Technology Requisition \$30,000 and Over

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

File #: TE-P-0001-25

Agenda Date: 1/7/2025

Agenda #: 7.A.

AWARDING RESOLUTION ISSUED TO
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE (ESRI) INC.
FOR MAINTENANCE AND TECHNICAL SUPPORT
FOR INFORMATION TECHNOLOGY - GIS DIVISION
(CONTRACT TOTAL NOT TO EXCEED \$142,700.00)

WHEREAS, a sole source quotation has been obtained in accordance with 55 ILCS 5/5-1022 and County Board policy; and

WHEREAS, the County is authorized to enter into a Sole Source Agreement pursuant to Section 2-350 of the DuPage County Procurement Ordinance; and

WHEREAS, based upon supporting documentation provided by the using Department, the Chief Procurement Officer has determined that it is not feasible to secure bids or that there is only one source for the required goods or services, and/or has determined that it is in the best interests of the County to consider only one supplier who has previous expertise relative to the subject procurement; and

WHEREAS, in accordance with the Chief Procurement Officer's determination, the Technology Committee recommends County Board approval for the issuance of a contract to Environmental Systems Research Institute (ESRI) Inc., for professional services for GIS data migration, support, and training for the ESRI Enterprise Advantage Program, for the period of January 17, 2025 through January 16, 2026, for Information Technology - GIS Division.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for professional services for GIS data migration, support, and training for the ESRI Enterprise Advantage Program, for the period of January 17, 2025 through January 16, 2026 for Information Technology - GIS Division, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Environmental Systems Research Institute, Inc., 380 New York Street, Redlands, CA 92373, for a contract total amount not to exceed \$142,700.00. Pursuant to 55 ILCS 5/5-1022 (c) not suitable for competitive bids. (Sole provider - the utility network from ESRI is a proprietary database schema along with proprietary tools to maintain set data.)

Enacted and approved this 14th day of January, 2025 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			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 25-0035	RFP, BID, QUOTE OR RENEWAL #: Q-535109	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$142,700.00
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 01/07/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$142,700.00
	CURRENT TERM TOTAL COST: \$142,700.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: ESRI	VENDOR #: 10337	DEPT: IT - GIS Division	DEPT CONTACT NAME: Tom Ricker
VENDOR CONTACT: Ryan Sellman	VENDOR CONTACT PHONE: 614-933-8698 x5508	DEPT CONTACT PHONE #: 630-407-5062	DEPT CONTACT EMAIL: tom.ricker@dupagecounty.gov
VENDOR CONTACT EMAIL: RSellman@esri.com	VENDOR WEBSITE: www.esri.com	DEPT REQ #:	
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.). This work will encompass professional services and training to implement the county utility data into the ArcGIS Utility Network as well as an ArcServer Upgrade and AI Machine Learning.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished ESRI technical staff will be available and working alongside County GIS staff in the migration of utility (Water & Sewer) GIS datasets into the Utility Network, set up machine learning AI, perform an ArcServer Upgrade and other professional services.			

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. SOLE SOURCE PER DUPAGE ORDINANCE, SECTION 2-350 (MUST FILL OUT SECTION 4)
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	
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

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOLE PROVIDER OF ITEMS THAT ARE COMPATIBLE WITH EXISTING EQUIPMENT, INVENTORY, SYSTEMS, PROGRAMS OR SE
NECESSITY AND UNIQUE FEATURES	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. The utility network that we will be implementing is a proprietary data schema from ESRI.
MARKET TESTING	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. N/A - The utility network from ESRI is a proprietary database schema along with proprietary tools to maintain set data.
AVAILABILITY	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. N/A - The utility network from ESRI is a proprietary database schema along with proprietary tools to maintain set data.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: ESRI	Vendor#: 10337	Dept: IT	Division: GIS
Attn: Ryan Sellman	Email: rsellman@esri.com	Attn: Sarah Godzicki	Email: ITAP@dupagecounty.gov
Address: 380 New York St.	City: Redlands	Address: 421 N. County Farm Road	City: Wheaton
State: CA	Zip: 92373-8100	State: IL	Zip: 60187
Phone: 614-933-8698 x5508	Fax:	Phone: 630-407-5037	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: ESRI	Vendor#: 10337	Dept: IT	Division: GIS
Attn:	Email: rsellman@esri.com	Attn: Tom Ricker	Email: Tom.Ricker@dupagecounty.gov
Address: 380 New York St.	City: Redlands	Address: 421 N. County Farm Road	City: Wheaton
State: CA	Zip: 92373-8100	State: IL	Zip: 60187
Phone: 614-933-8698 x5508	Fax:	Phone: 630-407-5062	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jan 17, 2025	Contract End Date (PO25): Jan 16, 2026

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		Esri Enterprise Advantage Program (EEAP)	FY25	1100	2900	53020		142,700.00	142,700.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 142,700.00

Comments

HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Please send PO to Sarah Godzicki and Tom Ricker and copy both when emailing PO to vendor.
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.



Quotation # Q-535109

Date: December 31, 2024

Customer # 1458 Contract # CMT4185526

County of Du Page
 Information Technology Dept
 421 N County Farm Rd
 Wheaton, IL 60187-3978

ATTENTION: Tom Ricker
 PHONE: 630-407-5062
 EMAIL: tom.ricker@dupagecounty.gov

Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 11/15/2024 To: 2/13/2025

Material	Qty	Term	Unit Price	Total
97717	1	Year 1	\$108,500.00	\$108,500.00
103032	1	Year 1	\$34,200.00	\$34,200.00

Esri Advantage Program: Annual subscription designed to provide enterprise-wide visioning and geospatial enablement through technical advisory, an annual planning meeting, a collaboratively developed technical work plan, and access to exclusive quarterly technology webcasts. The program also provides access to a combination of consulting, premium support, and training services. This configuration includes a one-day annual planning session; up to 100 Advisor hours; Quarterly Technology Webcasts and 100 Learning and Services Credits. The Esri Advantage Program terms and conditions shall apply. If not attached, or already incorporated into an existing and current Esri master contract, these terms and conditions can be viewed on the web at <https://www.esri.com/en-us/legal/terms/services>.

Esri Advantage Program: Additional 50 Learning and Service Credits. This product cannot be purchased without an existing Advantage Program subscription.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Ryan Sellman	Email: rsellman@esri.com	Phone: 614 933 8698 x5508
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.</p>		



Quotation # Q-535109

Date: December 31, 2024

Customer # 1458 Contract # CMT4185526

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Information Technology Dept
421 N County Farm Rd
Wheaton, IL 60187-3978

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PHONE: 630-407-5062
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Environmental Systems Research Institute, Inc.
380 New York St
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DUNS Number: 06-313-4175 CAGE Code: OAMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.
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Subtotal:	\$142,700.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$142,700.00

Advantage Program rates escalate annually on January 1. Any Advantage Program configuration quoted before the annual escalation will be honored, if the quote has not yet expired. If purchased after the quote's validity dates, the price will escalate to the appropriate calendar year's rate.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Ryan Sellman	Email: rsellman@esri.com	Phone: 614 933 8698 x5508
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.</p>		



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*To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 11/15/2024 To: 2/13/2025*

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Ryan Sellman	Email: rsellman@esri.com	Phone: 614 933 8698 x5508
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Advantage Program Agreement



Agreement No. _____

This Advantage Program Agreement (“**Agreement**”) is between the entity shown below (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**, a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

This Agreement sets forth the terms under which Esri provides the Advantage Program to the Customer. This Agreement does not apply to Software, Online Services, Data, or Maintenance, or to development Professional Services. The terms of use for these Esri Offerings are set forth in the applicable signed master agreement or, if the Customer has no such agreement, the terms of Esri’s Master Agreement found at <https://www.esri.com/en-us/legal/terms/full-master-agreement>.

This Agreement is the sole and entire agreement of the parties as to the subject matter of this Agreement and supersedes any previous agreements, understandings, and arrangements relating to such subject matter. Neither party has relied on any statement, representation, or warranty not expressly stated in this Agreement. This Agreement comprises this signature page, the terms and conditions that begin on the following page, and all referenced attachments. Except for Product or Service descriptions, quantities, pricing, and delivery instructions, or as agreed in an Ordering Document signed by both parties, all terms included in any Ordering Document are void and of no effect. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by both parties.

The parties may sign this Agreement in counterparts or via electronic signatures; such execution is valid even if an original paper document bearing both parties’ original signatures is not delivered. This Agreement is executed and effective as of the last date signed below.

The authorized representatives of each party accept and agree to the terms of this Agreement by signing below:

DuPage County
(Customer)

Legal Address: 421 N. County Farm Road, Wheaton, IL 60187

By: _____
Authorized Signature

Printed Name: Thomas P. Ricker

Title: GIS Manager

Date: _____

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC. (Esri)

380 New York Street, Redlands, CA 92373-8100

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Customer Contact Information

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, ZIP: _____

Email: _____

Attachment A contains definitions of capitalized terms used throughout this Agreement. Each section of this Agreement may include additional definitions that are used exclusively within that section.

1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

1.1 Grant of Rights. In consideration of Customer's payment of all applicable fees and in accordance with this Agreement, Esri

- a. Provides Services as set forth in this Agreement;
- b. Grants to Customer a nonexclusive, nontransferable right and license or subscription to access and use Esri Offerings as set forth in the Specifications and applicable Ordering Documents; and
- c. Authorizes Customer to copy and make derivative works of the Documentation for Customer's own internal use in conjunction with Customer's authorized use of Esri Offerings. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

"Portions of this document include intellectual property of Esri and its licensors and are used under license. Copyright © [*Customer will insert the actual copyright date(s) from the source materials.*] Esri and its licensors. All rights reserved."

The grants of rights in this section (i) continue for the duration of the subscription or applicable Term or perpetually if no Term is applicable or identified in the Ordering Documents and (ii) are subject to additional rights and restrictions in this Agreement including Attachment B.

1.2 Consultant or Contractor Access. Customer may authorize its consultants or contractors to (i) host Esri Offerings for Customer's benefit and (ii) use Esri Offerings exclusively for Customer's benefit. Customer will be solely responsible for its consultants' and contractors' compliance with this Agreement and will ensure that each consultant or contractor discontinues use of Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer's benefit is prohibited.

1.3 Reservation of Rights. All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this Agreement are reserved.

1.4 Customer Content. Esri does not acquire any rights in Customer Content under this Agreement other than as needed to provide Esri Offerings and Services to Customer.

2.0 OWNERSHIP OF DELIVERABLES. Esri or its licensors own and retain ownership of Deliverables.

2.1 System and Data Access. Each Activity Description will specify any requirement for Customer to give Esri personnel access to Customer's systems or data.

3.0 ESRI MANAGED CLOUD SERVICES

3.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. "**Esri Managed Cloud Services Environment**" means the hardware, Software, Data, and network platform that Esri or its third-party supplier provides as part of Esri Managed Cloud Services.
- b. "**Hosting**" means the business of housing and making accessible Customer Content via the Internet.

3.2 Provision of Esri Managed Cloud Services.

- a. **General Terms.** Use of Esri Managed Cloud Services is subject to the Cloud Services terms found in Attachment B of this Agreement.
- b. **Requirements Planning.** It is Customer's responsibility to plan for and address with Esri changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.

- c. **Compensation and Expenses.** Esri will invoice Customer for the one-time setup fee upon Activity Description. Thereafter, Esri deduct Learning and Service Credits monthly for the Esri Managed Cloud Services to be provided the following month. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Esri or removal of Customer Content from the Esri Managed Cloud Services Environment.
- d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content. Risk of loss for the Esri Managed Cloud Services Environment shall at all times remain with Esri.
- e. **Personally Identifiable Information.** Prior to providing any Customer Content under this Agreement, Customer shall notify Esri if Customer Content includes personally identifiable information.
- f. **Public Software.** Customer may not use, and may not authorize its end users or contractors to combine or use any Esri Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Esri Offering to be (1) disclosed or distributed in source code form, (2) made available free of charge to third parties, or (3) modifiable without restriction by third parties.
- g. **Monitoring.** Customer will provide information and other materials related to its Customer Content as reasonably requested by Esri or its Hosting partner to verify Esri's or Customer's compliance with this Agreement. Esri or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Customer Content solely for the purpose of verifying compliance with this Agreement.

4.0 TRAINING

4.1 Definitions. The following definitions supplement the definitions provided in [Attachment A](#):

- a. **"Customer-Supplied Training Data"** means any digital dataset(s) including, but not limited to, geographic vector data, coordinates, raster data reports, or associated tabular attributes supplied by Customer for use in training.
- b. **"Esri Academy LMS Integration Subscription"** means an optional term-limited subscription to Esri Academy enabling a specific number of unique Customer student(s) access to Self-Paced E-Learning through the customer's Learning Management System.
- c. **"Esri E-Learning Content (SCORM Format) License"** means an optional term-limited license that provides Esri customers with Esri's e-learning content in SCORM (Shareable Content Object Reference Model) format to import into their Learning Management System.
- d. **"Esri Mobile Lab"** means a service in which Esri will deliver and set up a training environment at the Customer's site for use in conjunction with scheduled Esri Training Events only. The Esri Mobile Lab will include certain hardware, software, power cords, and network switches necessary for the instructor to set up the environment.
- e. **"Esri Training Event(s)"** means an Esri site class, Esri instructor-led online class, a Customer site/private class, workshop, or coaching services.
- f. **"Esri Training Representative"** means Customer's primary Esri liaison in organizing private Esri Training Events.
- g. **"Student(s)"** means a Customer employee or agent who is a registered participant in a specific Esri Training Event or Training-related services. If Customer is an individual, then Student means Customer.
- h. **"Training Pass"** means a nonrefundable, nontransferable block of prepaid training days with a fixed price per day throughout the Term of the Training Pass.
- i. **"Esri Mobile Router"** means a service in which Esri will deliver and setup a mobile router at the Customer's site for use in conjunction with a scheduled Esri Training Event only. The mobile router provides high-speed wireless internet access needed to run the Esri Training Event.
- j. **"Learning Management System"** or **"LMS"** shall mean third-party software acquired separately by Customer that allows Customer to consume E-Learning Content (SCORM Format) for the purpose of re-serving it to the Customer's internal employees.

4.2 Permitted and Prohibited Uses.

- a. Esri provides Training Materials for Training purposes only and for the exclusive use of the Student who attends the Training course for which the Training Materials are provided.
- b. Customer may reproduce copies of Training Materials for registered Students.
- c. Customer may not and may not permit any Student to (i) separate the component parts of Training Materials for any use or (ii) use audio or video recording equipment during an Esri Training Event.
- d. Esri may issue temporary Product authorizations if Customer has an insufficient number of Products available for Training. Customer may use such Products as Training Materials under the terms of this Agreement. Customer will uninstall all deployed Products and return any media provided by Esri upon conclusion of the Esri Training Event.
- e. Customer will retain ownership of any Customer-Supplied Training Data.

4.3 Esri's Responsibilities.

Esri will

- a. Provide an instructor qualified to conduct Training;
- b. Provide all necessary Training Materials for Student; and
- c. Confirm Esri Training Events approximately 10 business days prior to the scheduled start date. Esri will only confirm Student registrations that include a payment method. Registrations without a confirmed payment method are placed on the reservation waiting list. All reservations on the waiting list are subject to availability. Customer site/Private class and coaching services confirmation is also dependent on receipt of the completed Customer site training request form.

4.4 Customer's Responsibilities.

Customer will

- a. Ensure that all Students have received confirmation from Esri to participate in an Esri Training Event. Esri reserves the right to disconnect any Student who permits unregistered student access to an online classroom Esri Training Event. In such case, the full Esri Training Event fee will be invoiced and payable;
- b. Ensure that all Students meet the minimum prerequisites for the applicable Esri Training Event as listed on Esri's training website;
- c. Submit Student registrations with payment method information at least 15 business days before the scheduled start date;
- d. Provide the Esri Training Representative with a list of names and email addresses of any Students who are to attend an Esri Training Event at least 3 business days before the scheduled start date, for compliance with the US embargoed country lists and the various US Government Lists of Parties of Concern or Specially Designated Nationals lists;
- e. For classes held at the Customer-designated facility, complete a client-site training request form; consult with Esri personnel to determine classroom, computer, and network requirements; and provide all such required classrooms, computers, and network access;
- f. Ensure that Student use of Training Materials provided by Esri complies with the terms of this Agreement; and
- g. Assume full liability and responsibility for Student attending Training course(s) under this Agreement.
- h. If the Esri Mobile Lab or Mobile Router is used, Customer will
 - 1. Take delivery of the Esri Mobile Lab or Mobile Router from the shipping agent, and keep it in a secure, locked area at all times;
 - 2. Immediately report any previously damaged Esri Mobile Lab or Mobile Router equipment to the Esri Training Representative upon receipt of the shipment; and
 - 3. Be financially responsible for loss of, damage to, or theft of Esri Mobile Lab or Mobile Router equipment while in Customer's possession.

4.5 Student Registration and Training Event Change Policy.

- a. Customer will provide advance written notice to Esri Customer Service at service@esri.com to reschedule or cancel any Esri Training Event or to substitute a student in a scheduled Esri Training Event.
- b. A replacement Student must be from the same Customer organization as the Student being replaced.
- c. If Customer reschedules an Esri Training Event three or fewer days before the scheduled start date, Esri will charge Customer 50 percent of the fee plus the cost of the rescheduled Esri Training Event.
- d. If Customer (i) cancels an Esri Training Event 3 or fewer days before the scheduled start date without concurrently rescheduling or (ii) is absent without notice from the Esri Training Event, Customer will be liable for the full Esri Training Event fee.
- e. If cancellation of an Esri Training Event is necessary due to causes beyond the party's reasonable control, the affected party may reschedule or cancel the Esri Training Event without incurring any liability.
- f. *Termination of Agreement.* Students who are currently registered for an Esri Training Event as of the date of termination of this Agreement may attend the scheduled Esri Training Event, subject to the terms and conditions of this Agreement.

4.6 Compensation.

- a. Esri will deduct Customer Learning and Service Credits upon completion of the Esri Training Event or on purchase of a Training Pass.

4.7 Availability and General Provision of Wireless Service

- a. Esri will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to wireless service interruptions or unavailability.

4.8 Esri E-Learning in the Customer's Learning Management System

- a. Esri E-Learning Content (SCORM format) License, specific terms of use incorporated by reference are found at <https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/scorm-terms-and-conditions.pdf>
- b. Esri Academy LMS Integration Subscription, specific terms of use incorporated by reference are found at <https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/lms-terms-and-conditions.pdf>

5.0 ADVANTAGE PROGRAM

5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **“Activity Description”** means a mutually agreed upon written statement that confirms the number of Learning and Services Credits that Esri estimates is required to perform an activity and authorizes Esri to begin work based on such estimate. The Activity Description serves as the Task Order for Services provided under the Advantage Program.
- b. **“Advantage Program”** means either Advantage Program, as described at www.esri.com/services/eeap/components, or the Advantage Program for Partners, as described at www.esri.com/partners/bpap/components.
- c. **“Authorized Contact”** means Customer's point of contact for the Advantage Program identified below.
- d. **“Learning and Services Credits”** means a contracted unit of exchange that Customer may use to acquire Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses as described below.
- e. **“Premium Support Services”** or **“PSS”** means a prioritized incident management and technical support program further described at <https://support.esri.com/en/support/premium>.
- f. **“Advisor”** means an Esri consultant assigned to work with Customer to provide Professional Services such as advising Customer on GIS strategies, facilitating annual planning, and developing and coordinating a collaborative work plan under the Advantage Program.

5.2 Advantage Program Description. The Advantage Program is provided on an order-by-order, annual subscription basis and provides strategy and planning support in addition to a menu of items including

Professional Services, Training, PSS, and Esri Managed Cloud Services that Customer can select to best meet its needs with guidance from Advisor. The Advantage Program may change from time to time. The Advantage Program includes the following:

- a. **Advisor.** Customer will receive up to the number of Advisor hours ordered. Customer may elect to retain additional Advisor hours for a supplemental price.
- b. **Annual Planning Meeting.** A 1-day annual planning meeting is included.
- c. **Work Plan.** A collaboratively developed document is designed to drive the program's implementation through definition of Customer's GIS vision, goals, and objectives.
- d. **Learning and Services Credits.** Customer will receive the number of Learning and Services Credits ordered. Customer may use the credits toward any combination of Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses. Customer may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the applicable Advantage Program website. Esri will provide a monthly report outlining usage of Learning and Services Credits to date to the Authorized Contact.
- e. **Technology Webcasts.** Esri will provide an email invitation to the Authorized Contact for webcasts presenting business and technical information related to enterprise GIS.
- f. **No Project Services.** The Advantage Program is not designed for Esri to provide project-specific Professional Services such as custom application or database development for solutions or applications. Esri will not provide these types of Professional Services under the Advantage Program and does not warrant that Deliverables provided under an Advantage Program will comply with Specifications.

5.3 Authorized Contact Information. Customer identifies the following person as its initial Authorized Contact.

(to be completed by Customer):

Contact Name: Tom Ricker
Address: 421 N. County Farm Road
City, State, ZIP: Wheaton, IL 60187

Email: Tom.Ricker@dupagecounty.gov
Telephone: 630-407-5062
Fax: _____

5.4 Current on Maintenance. Customer must remain current on standard Software Maintenance during the Advantage Program term.

5.5 Authorization of Learning and Services Credits Use. Customer will contact its account manager or Advisor to consume Learning and Services Credits for a particular request. Esri will submit an Activity Description by email to Customer for confirmation and authorization to use Learning and Services Credits. Customer may authorize the consumption of Learning and Services Credits by submitting an email. Esri will begin work and deduct the estimated credit amount stated in the Activity Description from the unused Learning and Services Credits available.

5.6 Activity Descriptions for Esri Managed Cloud Services. The Activity Description for Esri Managed Cloud Services orders must include the following:

- a. **The Esri Managed Cloud Services Term.** The time period in which Esri provides the Esri Managed Cloud Services to Customer. The Esri Managed Cloud Services term does not begin until setup and deployment of the data and application are complete.
- b. **Targeted System Availability.** The minimum percentage of time that Customer has external access to the application and associated Customer Content through the Internet. Examples of supported levels of system availability are 95 percent, 99 percent, and 99.9 percent. Not all Esri Managed Cloud Services offerings include a Targeted System Availability.
- c. **Number of Anticipated Requests.** A The number of requests made by an end user through a client (e.g., desktop computer, web application, mobile device) and sent to a server(s) that is set up in the Esri Managed Cloud Services Environment by Esri and performs computational tasks on behalf of the end user. An example

of a common request used in a GIS is a map request. A map request is made every time a user pans, zooms, or queries a map service.

- d. **Amount of Data Storage.** The storage capacity required to retain digital data, which is to be used and consumed in Customer GIS applications or Cloud Services.
- e. **Learning and Services Credits Consumption.** The price for the Esri Managed Cloud Services in Learning and Services Credits.

The Data storage location may be defined in the Activity Description.

5.7 Travel and Per Diem Expenses. Any Esri travel and per diem expenses will be quoted separately. Travel expenses will include a 15 percent burden, and per diem will be determined in accordance with the full daily limits specified on the government Defense Travel website at Defense Travel website at <https://www.defensetravel.dod.mil/site/perdiemCalc.cfm>. Customer will use Learning and Services Credits for travel and per diem expenses.

5.8 Notification of Consumed Credits. Esri will notify Customer if the authorized Learning and Services Credits are consumed prior to completion of the requested work. Customer may elect to direct the use of additional Learning and Services Credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to stop work if Customer has consumed all its Learning and Services Credits.

5.9 Review of Proposed Activities. Any activities proposed to be completed under the Advantage Program will be subject to Esri's review and approval to ensure alignment with the intent of the program.

5.10 Invoicing.

- a. Esri shall invoice Customer as quoted for the Advantage Program subscription, additional Learning and Services Credits, or Advisor services upon receipt of Customer's order. Subsequently, Esri will invoice annually at least 30 days in advance of the Advantage Program subscription expiration date. Esri will extend the Advantage Program subscription for a subsequent annual term upon receipt of Customer's payment of the renewal invoice. Esri will invoice fees for additional Learning and Services Credits or Advisor services upon receipt of Customer's order.
- b. Pricing for program renewals and new or additional Services will be in accordance with Esri's standard pricing at the time of purchase or renewal.

5.11 Termination and Expiration. Upon termination or expiration of an Advantage Program subscription:

- a. Services will end as of the expiration or termination date stated; and
- b. Unless either party terminates the Advantage Program subscription for cause, Customer may apply any unused Learning and Services Credits toward any Professional Services, Training, PSS, or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Services Credits are used within 3 months after the termination or expiration date. Any other unused Learning and Services Credits will expire 30 days after the expiration or termination date; if Customer renews the Advantage Program subscription within this time period, any unused Learning and Services Credits will remain valid for up to 2 years from the purchase date or termination of this Agreement, whichever comes first.

ATTACHMENT A GLOSSARY OF TERMS

The following glossary of terms applies to all Esri Offerings and Services that Esri may provide to its customers. Certain Esri Offerings or Services may not be within the scope of this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

“Affiliate” means any entity that directly or indirectly (i) Controls; (ii) is Controlled by; or (iii) is under common Control with a party, where “Control” means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

“API” means application programming interface.

“ArcGIS Website” means www.arcgis.com and any related or successor websites.

“Authorization Code(s)” means any key, authorization number, enablement code, login credential, activation code, token, user name and password, or other mechanism required for use of Esri Offerings.

“Beta” means any alpha, beta, or other prerelease version of a Product.

“Cloud Services” means Esri Managed Cloud Services.

“Content” means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software, and other resources used in connection with Esri Offerings and Services.

“Control” means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

“Customer Content” means any Content that Customer provides, uses, or develops in connection with Customer’s use of Esri Offerings or Services, including Value-Added Applications. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Esri.

“Data” means any commercially available digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes that Esri bundles with other Esri Offerings or delivers independently.

“Deliverables” means anything that Esri delivers to Customer as a result of performance of Professional Services.

“Documentation” means all user reference documentation that Esri provides with a Deliverable or an Esri Offering.

“Esri Managed Cloud Services” means a Customer-specific cloud infrastructure, Software, Data, and network platform that Esri hosts, manages, and makes available to Customer or Customer’s end users via the Internet.

“Esri Offering(s)” means Training or Professional Services that Esri provides directly to Customer, including Deliverables and Training Materials. Esri Offerings exclude Services and Third-Party Content.

“GIS” means geographic information system.

“Maintenance” means a subscription program that Esri provides and that entitles Customer to Product updates and other benefits such as access to technical support and self-paced, web-based learning resources.

“Malicious Code” means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

“Online Services” means any commercially available, Internet-based geospatial system that Esri provides, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

“Ordering Document(s)” means a sales quotation, purchase order, proposal, Task Order, or other document identifying Esri Offerings, updates, or Services that Customer orders.

“Perpetual License” means a license to use a version of the Esri Offering for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this Agreement.

“Product(s)” means Software, Data, and Online Services.

“Professional Services” means any development or consulting services that Esri provides to Customer.

“Sample(s)” means sample code, sample applications, add-ons, or sample extensions of Products.

“Service(s)” means Esri Managed Cloud Services, Training, or Professional Services directly to Customer, then Services also include Esri Managed Cloud Services, Training, and Professional Services.

“Software” means any proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or that Esri delivers on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

“Specification(s)” means (i) the scope of work set forth in any Activity Description, or (ii) Esri’s published course descriptions for Training.

“Subscription” means a license for use of an Esri Offering for a limited time period or a right to receive Services for a limited time period.

“Task Order(s)” means an Ordering Document for Services.

“Term License” means a license for use of an Esri Offering for a limited time period (“**Term**”).

“Third-Party Content” means any Content that Customer may obtain from a third-party website or that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri’s website.

“Training” means (i) Product training or (ii) related training that Esri provides under this Agreement.

“Training Materials” means digital or printed Content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, assessments, and exams.

“Value-Added Application(s)” means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.

ATTACHMENT B GENERAL TERMS AND CONDITIONS

The following general terms and conditions apply to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be available under this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

ARTICLE B.1—GENERAL USE RESTRICTIONS

Except as expressly permitted in this Agreement, Customer will not

- a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Services or Esri Offerings;
- b. Distribute or provide direct access to Services or Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or Dynamic Link Libraries;
- c. Distribute Authorization Codes to third parties;
- d. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
- e. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
- f. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation;
- g. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri Offerings, output, metadata file, or online or hard-copy attribution page of any Data or Documentation;
- h. Unbundle or independently use individual or component parts of Esri Offerings;
- i. Incorporate any portion of Esri Offerings into a product or service for third-party use that competes with the Esri Offerings;
- j. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
- k. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any Esri Offering to open-source or open-database license terms (e.g. GPL) that require any part of the Esri Offering to be subject to additional terms, for example
 1. Disclosed in source code form to third parties;
 2. Licensed to third parties for the purpose of making derivative works; or
 3. Redistributable to third parties at no charge; or
- l. Generate revenue by providing access to Software or Online Services through a Value-Added Application.

These restrictions will not apply to the extent that they conflict with applicable law or regulation.

ARTICLE B.2—TERM AND TERMINATION

B.2.1 Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid. Any right to terminate pending Services engagements for convenience is set forth in the applicable section in the body of this Agreement. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

B.2.2 If Esri terminates this Agreement following Customer's breach, then Esri may also, at its election, terminate Customer's licenses or subscriptions to Esri Offerings. If Customer terminates this Agreement for cause or convenience, then Customer may, at its election, also terminate Customer's licenses or subscriptions to Esri Offerings.

B.2.3 Upon any termination or expiration of a license or subscription, Customer will

- a. Stop accessing and using the terminated or expired Esri Offerings;
- b. Clear any client-side data cache derived from the terminated or expired Cloud Services; and
- c. Stop using and uninstall, remove, and destroy all copies of the terminated or expired Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

Esri may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under this Agreement. This Agreement terminates upon the insolvency, liquidation, or dissolution of either party.

ARTICLE B.3—LIMITED WARRANTIES AND DISCLAIMERS

B.3.1 Limited Warranties. Except as disclaimed below, Esri warrants to Customer that (i) Products and Training will substantially comply with the applicable Specifications and (ii) Services will substantially conform to the professional and technical standards of the industry. The warranty period for Esri Offerings offered under a Perpetual License and for Services runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings offered under a subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days from delivery or acceptance if this Agreement provides an acceptance period.

B.3.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and Beta Products are delivered “as is” and without warranty of any kind.

B.3.3 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities with Specifications or loss, deletion, modification, or disclosure of Customer Content caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected, or will result in Customer's compliance with any applicable law. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost.

B.3.4 Disclaimers.

- a. **Internet Disclaimer.** Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Cloud Services.
- b. **Third-Party Websites: Third-Party Content.** Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Offerings or Esri websites, including www.esri.com, developers.arcgis.com, livingatlas.arcgis.com and www.arcgis.com. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.
- c. **Artificial Intelligence (AI)/Machine Learning (ML) Disclaimer.** As specified in the Documentation, certain Esri Offerings may integrate third-party AI/ML software libraries and third-party or Esri created pre-trained AI/ML models for various tasks including, but not limited to, object detection, image obfuscation, image classification, or text or speech recognition. Customer may use these capabilities at its option and such AI/ML capabilities are delivered “as is” and without warranty of any kind. In certain cases, the Esri Offering may provide Customers the ability to configure their own custom

AI/ML models to meet Customer’s unique requirements, which except for the express warranties contained in this Agreement, shall be at Customer’s own risk.

B.3.5 Exclusive Remedy. Customer’s exclusive remedy and Esri’s entire liability for breach of the limited warranties in this section will be to replace any defective media and to (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) at Esri’s election, terminate Customer’s right to use and refund the fees paid for Esri Offerings or Services that do not meet Esri’s limited warranties.

ARTICLE B.4—LIMITATION OF LIABILITY

B.4.1 Disclaimer of Liability.

- (a) Neither Customer, Esri, nor any Esri authorized distributor or third party licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; or costs of procurement of substitute goods or services.**
- (b) Neither Customer, Esri nor any Esri authorized distributor or third-party licensor will be liable for any direct damages exceeding the applicable license fees, or current subscription fees, or Services fees paid or owed to Esri during the twelve (12) month period prior to the date upon which the related claim arose.**

B.4.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Customer’s infringement, misuse, or misappropriation of Esri’s or Esri’s licensors’ intellectual property rights, either party’s indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement.

B.4.3 Applicability of Disclaimers and Limitations. Esri or its authorized distributor has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

B.4.4 The foregoing disclaimers, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer’s jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer’s warranty or remedies to any extent not permitted by law.

ARTICLE B.5—INDEMNIFICATIONS

B.5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **“Claim”** means any claim, action, or demand by a third party.
- b. **“Indemnitees”** means Customer and its directors, officers, and employees.
- c. **“Infringement Claim(s)”** means any Claim alleging that Customer’s use of or access to any Esri Offering or Service infringes a patent, copyright, trademark, or trade secret.
- d. **“Loss(es)”** means expenditure, damage award, settlement amount, cost, or expense, including awarded attorneys’ fees.

B.5.2 Infringement Indemnity.

- a. Esri will defend, hold all Indemnitees harmless from, and indemnify any Loss arising out of an Infringement Claim.
- b. If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or Services or (ii) modify the Esri Offerings or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer’s right to use the Esri Offerings or Services and will refund any (a) license fees that Customer paid for the infringing Esri Offerings or Services acquired under a Perpetual License, prorated on a 5-year, straight-line depreciation basis beginning from the initial date of delivery or (b) unused portion of fees paid for Term Licenses, subscriptions, and Maintenance.

- c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Esri Offerings or Services with a product, process, system, or element that Esri has not supplied or specified in the Specification; (ii) alteration of Esri Offerings or Services by anyone other than Esri or its subcontractors; (iii) compliance with Customer's specifications; or (iv) use of Esri Offerings or Services after Esri either provides a modified version to avoid infringement or terminates Customer's right to use the Esri Offerings or Services.

B.5.3 General Indemnity. Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site.

B.5.4 Conditions for Indemnification. As conditions for indemnification, Indemnitee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Claim, and (iv) reasonably cooperate in the defense of the Claim at Esri's request and expense.

B.5.5 This section sets forth the entire obligation of Esri, its authorized distributor, and its third party licensors regarding any Claim for which Esri must indemnify Customer.

ARTICLE B.6—INSURANCE

If Esri is providing Services, Esri will carry, at a minimum, the following coverage:

- a. Comprehensive general liability or commercial general liability with a minimum coverage of \$1,000,000.00 (US dollars) combined single limit per occurrence for bodily injury, including death, and property damage liability to include the following:
 - 1. Premises and operations;
 - 2. Blanket contractual liability;
 - 3. Broad form property damage;
 - 4. Independent contractors;
 - 5. Personal injury, with employee exclusion deleted; and
 - 6. Completed operations.
- b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

ARTICLE B.7—SECURITY AND COMPLIANCE

B.7.1 Security. Esri publishes its security capabilities at <https://trust.arcgis.com>. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information, controlled information, or sensitive data if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. Customer must contact Esri at securesupport@esri.com for further instruction before providing any Customer Content that requires security measures other than Esri's published security capabilities.

B.7.2 Malicious Code. Esri will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any Malicious Code to Customer. Esri is not responsible for Malicious Code that Customer introduces to Esri Offerings or that is introduced through Third-Party Content.

B.7.3 Export Compliance. Each party will comply with all applicable export and trade sanctions laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International Traffic in Arms Regulations (ITAR), the US Department of Treasury, Office of Foreign Assets Control (OFAC) Regulations, and other applicable export laws. Customer will not export, reexport,

transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries currently including Iran, Syria, North Korea, Cuba, Crimea region of Ukraine, the Donetsk People's Republic (DNR) and Luhansk People's Republic (LNR), or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Additionally, Customer will not export, reexport, transfer, provide access or release any Esri Offerings to Russia or Belarus. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.31, 120.32, and 120.33, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

B.7.4 Privacy. Esri will process personal data according to the terms of the Data Processing Addendum available at <https://www.esri.com/en-us/privacy/overview>.

ARTICLE B.8—CLOUD SERVICES

B.8.1 Prohibited Uses. Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that

- a. Creates or transmits spam, spoofings, or phishing email or offensive, hate-related or defamatory material; or stalks or makes threats of physical harm;
- b. Stores or transmits any Malicious Code;
- c. Violates any law or regulation;
- d. Infringes or misappropriates the rights of any third party;
- e. Probes, scans, or tests the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services without written approval from Esri's Product Security Officer; or
- f. Benchmarks the availability, performance, or functionality of Cloud Services.

B.8.2 Service Interruption. System failures or other events beyond Esri's reasonable control may interrupt Customer's access to Cloud Services. Esri may not be able to provide advance notice of such interruptions.

B.8.3 Customer Content.

- a. Customer grants Esri and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Customer Content as needed to provide Cloud Services to Customer. Esri will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Esri under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
- b. If Customer accesses Cloud Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content.
- c. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure.
- d. When Customer's use of Cloud Services ends, Esri will either
 1. Make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so; or
 2. Download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Esri will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

B.8.4 Removal of Customer Content. Esri may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Esri will notify Customer before removing Customer Content. Esri will respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at www.esri.com/legal/dmca_policy.

B.8.5 Service Suspension. Esri may suspend access to Cloud Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to enjoin a threat or attack on Cloud Services; or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer Content as described above.

B.8.6 Notice to Esri. Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

ARTICLE B.9—GENERAL PROVISIONS

B.9.1 Payment. Customer will pay each correct invoice no later than 45 days after receipt and will remit payment to the address stated on the invoice. Customers outside the United States will pay the authorized distributor's invoices in accordance with the authorized distributor's payment terms.

B.9.2 Feedback. Esri may freely use any feedback, suggestions, or requests for Product improvement that Customer provides to Esri.

B.9.3 Patents. Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Products. This express prohibition on patenting will not apply to Customer's software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

B.9.4 Reserved.

B.9.5 Taxes and Fees; Shipping Charges. Pricing of Esri Offerings and Services that Esri quotes to Customer is exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; shipping and handling charges; and vendor enrollment fees. Esri will add any fees that it is required to pay to the total amount of its invoice to Customer. Esri may include estimated taxes and shipping and handling charges in its quotations but may adjust these fees on invoicing. For Customers outside the United States, the authorized distributor may quote taxes or fees in accordance with its own policies.

B.9.6 Compliance Review. Customer will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this Agreement. Esri or its authorized distributor may conduct a compliance review of these records and accounts with no less than 14 business days' written notice or may appoint an independent third party to conduct such a compliance review on its behalf. Customer will promptly correct any noncompliance identified during the compliance review. Neither Esri nor Esri's authorized distributor may conduct a compliance review of Customer within 12 months after the conclusion of any prior compliance review that does not reveal any material Customer noncompliance.

B.9.7 No Implied Waivers. The failure of either party to enforce any provision of this Agreement is not a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

B.9.8 Severability. If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

B.9.9 Successor and Assigns. Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent will be void. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this Agreement. Upon mutual agreement, Esri's Affiliates may provide Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the Services. Esri's authorized distributors are not Affiliates of Esri.

B.9.10 Survival of Terms. The Glossary of Terms and provisions of the following Articles of these General Terms and Conditions will survive the expiration or termination of this Agreement: "Limited Warranties and Disclaimers," "Limitation of Liability," "Indemnifications," and "General Provisions."

B.9.11 US Government Customer. The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of Products under applicable public procurement law, such rights will extend only to the portions affected.

B.9.12 Governing Law. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

- a. **Government Entities.** If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this Agreement.
- b. **Nongovernment Entities.** US federal law and the law of the State of California exclusively govern this Agreement, excluding their respective choice of law principles.

B.9.13 Dispute Resolution. The parties will use the following dispute resolution processes:

- a. **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
- b. **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613).
- c. **Other Government Entities.** Esri will comply with mandatory dispute resolutions under applicable law.
- d. **Arbitration. Reserved.**

B.9.14 Force Majeure. A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks, laws, regulations, government orders, or any other force majeure event.

B.9.15 Independent Contractor. Esri is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Esri or its authorized distributor and Customer. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

B.9.16 Notice. Customer may send notices required under this Agreement to Esri at the following address:

Environmental Systems Research Institute, Inc.
Attn.: Contracts and Legal Department
380 New York Street
Redlands, CA 92373-8100
USA
Tel.: 909-793-2853
Email: LegalNotices@esri.com



December 26, 2024

County of Du Page
421 N County Farm Rd,
Wheaton, IL 60187

RE: Sole Source Justification for Esri Advantage Program

To Whom It May Concern:

This letter confirms that Esri is the sole-source provider of all U.S domestic based Advantage Program. Esri is uniquely positioned to provide the Customer with the advanced Geographic System (GIS) knowledge and experience required to help improve its operations.

The Advantage Program is a flexible program framework that can help the Customer define and reach its goals for designing, implementing, or supporting an ArcGIS software platform. As part of the Advantage Program, the customer will receive proactive technical advisory, annual planning/review meetings, a collaboratively developed technical work plan, participation in community technology website, and other exclusive benefits. While some training and services are available through value-added resellers on a unit priced basis, Esri is the only source for a package broad-based support program of this type.

Additionally, Esri is uniquely qualified to provide the proposed services requested for the following reasons:

- The Esri team has extensive experience developing and implementing GIS solutions at an enterprise level all over the world. Esri's technical experience includes working with various clients in identifying and collecting data, mapping of features, and the automation and analysis of business operations and problems that face these diverse users.
- As owner and manufacturer, Esri is the only source from which all Esri® software and maintenance services (technical support plus Esri software updates/upgrades) can be ordered. Esri is also the single source for many proprietary training courses.
- Esri Professional Services team is a part of Esri's core business group supporting and developing the next iteration of advances to the ArcGIS family of GIS software products. Our affiliation with Esri's core business team uniquely positions our Professional Services' team with valuable insight when migrating our clients to the next version of our GIS technology.

These factors, coupled with our ability to reach back to our core software development team, allow Esri to provide the Customer with technical resources and services that are not available from other contractors or resellers.

Esri
380 New York Street
Redlands, California 92373-8100 USA

T 909 793 2853
F 909 793 3034

info@esri.com
esri.com



We look forward to continuing to work with you and your staff on this endeavor. If I can be of further assistance, please do not hesitate to contact me.

Sincerely,



Stacy McEwan
Associate Director
Professional Services Division
Tel: (909) 369-5620
Email: smcewan@esri.com

The following list identifies additional terms of use that apply to specific Products. Each Product listing identifies one or more footnotes that apply to that Product. These footnotes supplement the terms of this Agreement. The definitions for each footnote follow the list. Unless otherwise noted in the applicable Ordering Document, extensions to a Product follow the same scope of use as that granted for the corresponding Product. Retired Products are subject to the Product-Specific Terms of Use in effect at the time of such Product's retirement date. If Customer's signed Master Agreement does not include Named User License terms of use, the Named User License terms of use found in Sections 2.5 and 2.6 of the Master Agreement found at <https://www.esri.com/legal/software-license> shall apply. In addition to the definitions within the Master Agreement, the following definitions will apply to the Product-Specific Terms of Use:

- "Authentication" means using any Esri provided mechanism that enables access to ArcGIS Location Platform. See Security and Authentication Documentation (<https://developers.arcgis.com/documentation/mapping-apis-and-services/security/>) for current list of Authentication mechanisms).

Desktop Products

- ArcGIS Earth (20; 65)
- ArcGIS Explorer Desktop (20)
- ArcGIS for AutoCAD (20)
- ArcReader (20)
- ArcGIS for Personal Use (3)

Server Products

- ArcGIS Enterprise
 - Standard or Advanced (17; 23; 31)
 - Workgroup Standard or Advanced (23; 28; 29; 30)
 - ArcGIS GIS Server (Standard or Advanced) (31)
 - ArcGIS GIS Server Basic (31; 39)
 - ArcGIS GIS Server Workgroup (Standard or Advanced) (28; 29; 30)
 - ArcGIS GIS Server Workgroup Basic (39)
 - ArcGIS Maritime (2)
- ArcGIS Enterprise Optional Capability Servers:
 - ArcGIS Image Server, ArcGIS GeoEvent Server, ArcGIS GeoAnalytics Server, ArcGIS Notebook Server Standard, ArcGIS Mission Server, ArcGIS Workflow Manager Server (Advanced or Standard), and ArcGIS Knowledge (31)
- ArcGIS Enterprise Workgroup Optional Capability Servers:
 - ArcGIS Image Server, ArcGIS GeoEvent Server, ArcGIS GeoAnalytics Server, ArcGIS Notebook Server Standard, ArcGIS Mission Server, and ArcGIS Workflow Manager Server (Advanced or Standard) (4)
- ArcGIS Business Analyst Enterprise (17; 23; 31)
- ArcGIS World Geocoder Basic (67)

Developer Products

- ArcGIS Developer Subscription
 - All Plans (16; 66; 68; 78; 89; 97; 103; 109)
 - Builder, Professional, Premium, or Enterprise Plans (24; 77; 92)
 - Essentials Plan (90)
- ArcGIS Developer Bundle (16; 24; 77)
- ArcGIS Location Platform (5; 16; 66; 78; 89; 90; 97; 103; 109)
- ArcGIS AppStudio Developer Edition (11; 16; 19)
- ArcGIS Engine Developer Kit and Extensions (16; 19; 22)
- Developer APIs and SDKs
 - ArcGIS Runtime SDK for Android, iOS, Java, macOS, .NET, or Qt (16; 19)
 - ArcGIS API for JavaScript (16; 63; 64)
 - ArcGIS CityEngine SDK and Procedural Runtime (19; 105)

- ArcGIS Maps SDK for Unity, or Unreal Engine (16; 62; 64)
- ArcGIS Maps SDK for Java, Kotlin, .NET, Qt, or Swift (16;19)
- ArcGIS Maps SDK for JavaScript (16; 63; 64)
- ArcGIS Runtime Deployment License for Android, iOS, Java, Kotlin, macOS, .NET, Qt, or Swift
 - Lite (15; 62; 64)
 - Basic or Standard (1; 5; 15; 18)
 - Advanced (5; 15; 18)
- ArcGIS Engine Deployment License for Windows/Linux and Extensions (15; 22)
- Esri File Geodatabase API (47)

Mobile

- ArcGIS Navigator (5)

Other

- ArcGIS Hub (85)
- ArcGIS Indoors (86)
- ArcGIS Indoors Maps (99; 100; 101)
- ArcGIS Indoors Spaces (100; 101)
- ArcGIS IPS (99; 100)
- ArcGIS Insights (17)
- ArcGIS StreetMap Premium (6)
 - ArcGIS StreetMap Premium Custom Roads
 - ArcGIS StreetMap Premium for Asset Management
 - ArcGIS StreetMap Premium for Runtime
- ArcGIS Survey123 (107; 108)
- Site Scan for ArcGIS Operator license (32; 33)
- ArcGIS GeoAnalytics Engine
 - Connected, Additional Core-Hours Plans (27, 103)
 - Disconnected Plan (27, 102)

Online Services

- ArcGIS Online subscriptions are available through multiple Selling Programs:
 - Commercial Retail, EAs; and Government Programs (5; 23; 66; 68; 69; 70; 77; 82; 96; 103; 106)
 - Education Programs (5; 23; 66; 68; 69; 70; 71; 82; 96; 103; 106)
 - Non-profit Programs (5; 23; 66; 68; 69; 70; 71; 82; 96; 103; 106)
- Public Plan (5; 66; 68; 74; 75; 76; 80; 106)

Customers under the following categories have these additional rights:

 - Commercial Retail (72)
 - enterprise agreements (72)
 - Government (72)
 - NGO/NPO (72)
 - Press/Media Programs (72)
 - Education Programs (71)
- ArcGIS Velocity (103)
- ArcGIS Image Dedicated – Pro Machine (103; 104)

Selling Programs

- ArcGIS Project Delivery Subscriptions
 - Single Tenant (83)

Footnotes:

1. May not be used to edit an enterprise geodatabase via Direct Connect.
2. Not for use in navigation.
3. Licensed for personal, noncommercial use only.
4. – Limited to 1 four-core server.
 - Can be installed on a separate machine.

5. Real-time navigational guidance, synchronized multi-vehicle routing and synchronized route optimization is permitted, except as follows: (i) in-vehicle systems integration (e.g. vehicle sensors, driver assistance, autonomous vehicles); and (ii) Value-Added Applications/Customer Applications whose primary purpose is to target consumers for the primary purpose of providing real-time routing and/or navigation.
6. For StreetMap Premium North America 2024 Release 2, StreetMap Premium Europe 2024 Release 1, or their subsequent releases, real-time navigational guidance, synchronized multi-vehicle routing and synchronized route optimization is permitted, except as follows: (i) in-vehicle systems integration (e.g. vehicle sensors, driver assistance, autonomous vehicles); or (ii) Value-Added Applications/Customer Applications whose primary purpose is to target consumers for the primary purpose of providing real-time routing and/or navigation.
- 7–10. Reserved.
11. Applications built with ArcGIS AppStudio Developer Edition are subject to the terms of use for ArcGIS Runtime Deployment License.
12. Reserved.
13. Reserved.
14. Reserved.
15. Licensed as a Deployment License.
16. Customer may use the SDKs or APIs to create Value-Added Applications and distribute and license those Value-Added Applications to its end users or third parties to use anywhere not prohibited under applicable export regulations.
17. Customer shall not redistribute Oracle Instant Client libraries or their documentation that is included with this Product. Oracle is a third-party beneficiary of this Agreement solely with respect to Customer's use of the Oracle Instant Client libraries. The Uniform Computer Information Transaction Act (UCITA) shall not apply to Customer's use of the Oracle Instant Client libraries.
18. When using a license string as the license enablement technology a Deployment License is required per Value-Added Application per user per device.
19. License may not be used to develop Internet or server-based Value-Added Applications.
20. Licensed as a Redistribution License.
21. Reserved.
22.
 - a. An end user must acquire a license in either ArcGIS Engine for Windows/Linux Software or other ArcGIS Desktop Software (Basic, Standard, or Advanced) to obtain the right to run an ArcGIS Engine application on 1 computer; and
 - b. The ArcGIS Engine for Windows/Linux extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine Value-Added Applications. A single user can have multiple ArcGIS Engine Value-Added Applications installed on 1 computer for use only by that end user.
23. System to System Communication
 - a. Customer may use a basic service login to enable one-way, read-only, system-to-system communications from ArcGIS Enterprise or ArcGIS Online to other third-party, enterprise business system(s) in the customer's organization. Customer may use a Viewer Named User Credential or Level 1 Named User Credential as a basic service login until Esri implements an actual service login credential. A specific Viewer Named User Credential or Level 1 Named User Credential used as a basic service login credential may only be used for system-to-system integration purposes and may not also be used by a Named User to access the system.
 - b. Customer may use a standard service login to enable two-way, read-write, system-to-system communications between ArcGIS Enterprise or ArcGIS Online and other third-party, enterprise business system(s) in the customer's organization. Customer may use an Editor/Contributor (or higher) Named User Credential or Level 2 Named User Credential as a standard service login until Esri implements an actual service login credential. A specific Editor/Contributor (or higher) Named User Credential or Level 2 Named User Credential used as a standard service login credential may only be used for system-to-system integration purposes and may not also be used by a Named User to access the system.
24. Software may be used only for the purposes of development, testing, and demonstration of a prototype Value-Added Application and creating map caches. Customer may use Value-Added Applications and map caches with ArcGIS Enterprise Staging Server Licenses and Deployment Server Licenses. Software and Data may be installed on multiple computers for use by any ArcGIS Developer Subscribers with

Builder or higher plan subscriptions, and/or ArcGIS Developer Bundle; all other Software is licensed as a Single Use License.

25. Reserved.
26. Reserved.
27. May not be used to generate revenue by providing services to third parties.
28. Use is limited to 10 concurrent end users of applications other than ArcGIS Enterprise Workgroup or ArcGIS GIS Server Workgroup applications. This restriction includes use of ArcGIS Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS Enterprise Workgroup or ArcGIS GIS Server Workgroup geodatabase. There are no limitations on the number of connections from web applications.
29. Software requires a supported version of SQL Server Express. Supported versions are listed with the system requirements for the product on the Esri website.
30. All components must be installed on a single server.
31. Includes a Failover License.
32. The use of this Software does not include a pilot's license (e.g., FAA, EASA, etc.) to operate a drone.
33. Customer may only use online storage provided with this Software to store Customer Content collected or processed through this Software.
- 34–38. Reserved.
39. Any editing functionality included with ArcGIS GIS Server is not permitted for use with ArcGIS GIS Server Basic and ArcGIS GIS Server Workgroup Basic.
- 40–46. Reserved.
47. Customer may develop and distribute Value-Added Applications that use Esri File Geodatabase API to Customer's end users.
- 48–61. Reserved.
62. Value-Added Applications must be used in conjunction with other Esri Products.
63. Value-Added Application for web deployment must be used in conjunction with other Esri Products.
64. Third-party technologies may be used in conjunction with Value-Added Applications as long as the Value-Added Applications are always used in conjunction with other Esri Product(s).
65. May only be used in conjunction with other Esri Product(s). Third-party technologies may also be used in conjunction with ArcGIS Earth as long as ArcGIS Earth is always used in conjunction with other Esri Products.
66. Only Customers with a paid Online Services subscription for stored geocodes may store geocoded results generated by World Geocoding Service. Customer may continue to store geocoded results generated through a paid subscription.
67. Limited to 250,000,000 geocodes per annual subscription.
68. Customer may use the data accessible through Infographics Service for display purposes only and may not save any data accessible through this service.
69. May be used for any business purpose of Customer's organization.
70. May be used for development and test purposes for Customer's organization.
71. May be used for teaching purposes in educational organizations.
72. May be used for the internal business purposes of Customer's organization.
73. Reserved.
74. May be used for personal use.
75. Customer may enable third-party use of Value-Added Applications only by publicly sharing the Value-Added Application(s) using Sharing Tools. Customer may not use this subscription to power a Value-Added Application for its own internal business use unless Customer is an educational institution using the Value-Added Application for teaching purposes only, a qualified NGO/NPO organization, or a media or press organization.
76. Customer is not permitted to create private groups or participate in any private groups.
77. Customer may distribute Value-Added Applications to third parties for a fee that are solely enabled through third parties ArcGIS Online and/or ArcGIS Enterprise Named User licenses.
78. Includes a Commercial App Deployment license.
79. Reserved.
80. May permit registered students of an education institution to directly access the Online Services and share a single subscription between more than 1 registered student for teaching purposes only.
81. Reserved.

82. A Named User may embed its Named User Credential in an ArcGIS API for Python script solely for the purpose of automating a workflow to be used exclusively by the Named User whose Named User Credential is embedded in the script.
83. Customer must use a separate ArcGIS Project Delivery Subscription for each Customer client (“Client”). Customer may use the ArcGIS Project Delivery Subscription (i) solely to collaborate on project work with its Client; (ii) sub-license the Named User License(s) to Client and any third-parties (“Stakeholders”), identified by the Client as representing the Client in any project, to collaborate on project work that Customer performs for the sole benefit of the Client. Client may not use the Named User License(s) for any other purpose. Customer is solely responsible for Client’s compliance with these terms of use and will ensure that Client stops using the ArcGIS Project Delivery Subscription when the project ends.
84. Reserved.
85. Software licenses and subscriptions included with ArcGIS Hub may only be used to support the community initiatives enabled by ArcGIS Hub. Customer may allow 3rd parties to be Named Users of ArcGIS Hub for the sole purpose of engaging in community activities. Customers may allow employees, agents, consultants, or contractors to be Named Users of ArcGIS Hub for the sole purpose of administering, configuring, maintaining, and supporting community initiatives through ArcGIS Hub. No other use of software licenses and subscriptions included with ArcGIS Hub is permitted.
86. Customer may use the software licenses and subscriptions included with ArcGIS Indoors solely to enable the capabilities of ArcGIS Indoors as defined in the ArcGIS Indoors Documentation. No other use of software licenses and subscriptions included with ArcGIS Indoors is permitted.
87. Reserved.
88. Reserved.
89. Customer may distribute directly, or through its sales channels, revenue-generating Value-Added Applications, that access ArcGIS Location Platform through Authentication, to third parties. All revenue-generating Value-Added Applications are required to use Authentication when accessing ArcGIS Location Platform.
90. Customer may have multiple subscriptions within their organization for development and test purposes. Customer may only use one subscription within their organization for use with deployed Value-Added Applications.
91. Reserved.
92. Customer is only permitted to create private groups or participate in private groups within the development and test ArcGIS Online Organization Subscription included with the ArcGIS Developer Subscription.
93. Reserved.
94. Reserved.
95. Reserved.
96. Customer may use ArcGIS Image services for interactive, non-programmatic access by Named Users only. Programmatic use of the ArcGIS Image services (e.g., batch classification, deep learning, etc., or exporting volumes of data larger than 10MB at a time) are not permitted.
97. Customer’s end users who are prompted for an API key for use with a third party’s Value-Added Application must generate such API keys through an ArcGIS Location Platform. API keys generated through an ArcGIS Online account are not permitted in this scenario.
98. Reserved.
99. The user types included with ArcGIS Indoors Maps are licensed solely for use to enable the capabilities as defined in the product documentation for ArcGIS Indoors Maps, ArcGIS Indoors Spaces, and ArcGIS IPS.
100. Customer may only use ArcGIS Indoors user types for use with Value-Added Applications created specifically to work with ArcGIS Indoors Maps, Spaces, and ArcGIS IPS.
101. An ArcGIS Indoors Spaces license is required to use either Workspace Reservations or Space Planner.
102. Each Disconnected Plan is limited to one production cluster.
103. May include Online Services or Software capabilities, utilized through a consumption-based model as described in the Ordering Document or Documentation. Online Services and Software capabilities have different units of consumption associated with them (examples of which include ArcGIS Online credits, core hours, or capacity). For Esri Offerings that enable access to Online Services or Software capabilities through an allocated or pre-paid units of consumption model, use of the consumption-based Online Services or Software capabilities reduce the number of allocated or pre-paid units of consumption that

could be applied to the use of the Online Services or Software. Esri will provide Customer with advance notification when Customer's allocated or pre-paid units of consumption nears exhaustion. Esri reserves the right to restrict or suspend Customer's access to the applicable consumption-based capabilities of Online Services or Software when consumption reaches 100 percent of the total allocated or pre-paid amount. Customer may purchase additional units as needed to enable the continued use of the applicable consumption-based Online Services or Software capabilities. If Customer does not purchase additional units, Customer risks continuing to incur charges for continued storage of Customer Content in ArcGIS Online. Certain Online Services or Software allow Customer to enable overages for consumption-based capabilities. If overages are enabled by Customer, Esri will invoice monthly in arrears, or charge a credit card on file, and Customer is responsible for paying fees incurred at the then-current rate. Esri reserves the right to restrict or suspend Customer's access to the applicable consumption-based Online Services or Software capabilities if Customer has a past due amount. Esri will promptly restore Customer's access to the applicable consumption-based capabilities once Customer pays the past due amount and funds access to the consumption-based capabilities.

104. ArcGIS Cloud Store connection files (ASC files) pre-installed on virtual Pro Machines may not be copied or otherwise transferred to any other device.
105. Customer may use the SDKs or APIs to create Value-Added Applications and distribute and license those Value-Added Applications to its end users to use anywhere not prohibited under applicable export regulations.
106. Customer may not exceed 500 GB feature data store using Standard Feature Data Store. Customer may not exceed the storage limit enabled for their subscription.
107. May include image detection or obfuscation capabilities. Customer must review outputs and manually adjust any information that might be missed by the technology.
108. Customer must opt-in to access and use Artificial Intelligence (AI) capabilities, which are available through third-party APIs and offered subject to the third-party terms and privacy policies.
109. Basemap Styles are for use only with ArcGIS Location Platform Basemap Services.

**ADDENDUM TO
STATE OF MARYLAND PURCHASES
ISSUED UNDER
STATE CONTRACT NO. 060B2490021-2015.**

This addendum is applicable to each purchase order that is subject to the State of Maryland’s contract number 060B2490021-2015. The contract is the result of the State of Maryland’s Request For Proposal (“RFP”) for Commercial-Off-the-Shelf (“COTS”) Software RFP Project No. 060B2490021-2015.

I. Section 508 Compliance Policy. The Parties agree that the State’s Section 508 Compliance Policy is clarified as follows:

“Contractor’s Products are developed using Section 508 standards and substantially comply with the current guidelines. Contractor reports the accessibility of its Products, including accessibility exceptions, on its Voluntary Product Accessibility Templates (VPATs). Information about specific Products and Contractor’s VPATs are available at <http://www.esri.com/legal/section508/swguide.html>. However, it should be noted that Contractor’s Products are comprised of geographic information system (GIS) technology that captures, manages, and analyzes visual data through digital maps. Digital maps and GIS technology are inherently visual/graphical and may not have equivalent access in all cases.”

II. Security Policies. The Parties agree that the State’s security policies are generally not applicable to Esri’s COTS Software, and where relevant, shall apply only a case-by-case, order-by-order basis as negotiated by the Parties.

**Environmental Systems Research Institute, Inc. (Esri)
Corporate Security Policies
11/20/15**

NOTE: WHILE CLOUD PRODUCTS (SaaS / Esri Online Services) SHALL NOT BE PROVIDED UNDER THE MASTER CONTRACT, "CLOUD PRODUCT" INFORMATION IS SET FORTH HEREIN TO MAINTAIN THE CONTINUITY OF ESRI'S CORPORATE SECURITY POLICIES.

On-Premises Products. To meet the requirements of RFP 060B2490021-2015, Section 2.3 – COTS Software, Esri is offering a full suite Esri software "on premises" products to be deployed onto the State of Maryland IT systems. These include ArcGIS for Desktop, ArcGIS for Server, ArcGIS Pro, Portal for ArcGIS and the many extensions available for these products. As described here: [deployment model](#), these products depend on and make use of the customer IT security and infrastructure upon which these products are deployed. In addition, the security and infrastructure layers for these products are the responsibility of the customer. Customers are provided with all the configuration capabilities, documentation and guidelines to implement Esri products securely. An example of these guidelines is here: [Securing ArcGIS Server](#).

Cloud Product. To meet the requirements of RFP 060B2490021-2015, Section 2.3 – COTS Software, Esri is offering ArcGIS Online. ArcGIS Online has received a Federal Agency Production System Security Accreditation. Specifically, ArcGIS Online has been granted Federal Information Security Management Act of 2002 (FISMA) Low Authorization to Operate (ATO) by the USDA. This empowers ArcGIS Online users (including the State of Maryland, under this effort) to securely create interactive web maps to share with whomever they choose, whether it's a specific group, an organization, or the public. FISMA Low controls align with controls provided by the National Institute of Standards and Technology (NIST) Special Publication 800-53. In addition, many security concerns of non-Federal customers are addressed by the ArcGIS Online ATO.

With regard to the applicability of referenced DoIT policies in RFP Section 18.17.1 to ArcGIS Online and Compliance of ArcGIS Online to Applicable Policies: See Table 1.

Table 1: Applicability of State of Maryland DoIT Policies to ArcGIS Online and Compliance of ArcGIS Online to Applicable Policies.

DoIT Document	Length	Document Summary	Assessment WRT ArcGIS Online
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DoIT Security Policy	45 pgs.	Direction to Agencies from DoIT to implement protections in accordance with NIST SP 800-53 r3, FIPS 199 and FISMA. Outline follows the NIST SP 800-53 control family divisions.	ArcGIS Online Complies: ... has a FISMA Low ATO and FISMA controls align with NIST SP 800-53.
CSET Fact Sheet	1 pg.	Maryland DoIT is directing that the CSET (Cyber Security Evaluation Tool), a DHS product, be used for assessing security posture of Agency cyber systems and networks.	Not Applicable to ArcGIS Online: ... not an Agency System
CRR Fact Sheet	1 pg.	Maryland DoIT is directing that a CRR (Cyber Resilience Review), a DHS process, be used for assessing security posture of Agency cyber systems and networks.	Not Applicable to ArcGIS Online: ... not an Agency System
IT Security Plan Template	113 pgs.	Template, guidelines and instructions for Agencies to create their Agency-specific Information Technology Security Plans (ITSPs).	Not Applicable to ArcGIS Online: ... Agencies are responsible for this activity.
Mobile Device Security Policy	2 pgs.	Relates to protection of Maryland-owned Mobile IT devices.	Not Applicable to ArcGIS Online: ... not a Mobile IT device.
Auto. Email Forwarding	2 pgs.	Relates to restrictions regarding automatic forwarding of State of Maryland email.	Not Applicable to ArcGIS Online: ... not an email system.
Standards for Security Categorization of Information Systems	3 pgs.	Provides guidelines to categorize the security levels of info. systems based on Confidentially/ Integrity/ Availability FISMA/FIPS 199 Security Objectives.	Not Applicable to ArcGIS Online: ... Agencies are responsible for this categorization activity.
IT Security Certification & Accreditation Guidelines	20 pgs.	Describes the State of Maryland IT C&A process for Agency systems as a 4 phased activity – Definition, Verification, Validation and Post-Accreditation.	Not Applicable to ArcGIS Online: ... C&A for systems at Agencies.
Firewall Policies	2 pgs.	Firewall Policies for Agency networks – Platform, Physical Security, Configuration, External Connections, Change Control, Logging and Enforcement.	Not Applicable to ArcGIS Online: ... Agencies are responsible for these Firewall policies.
Publicly Accessible Systems Policy	2 pgs.	Policies related to public-facing IT systems for State of Maryland agencies.	Not Applicable to ArcGIS Online: ... by itself ArcGIS Online is not a Public-facing Agency System. (However, note Implementation Services comments (See Table 2)).
Password Policy	3 pgs.	Policy for IT systems passwords for State of Maryland agencies.	Not Applicable to ArcGIS Online: ... not a State of Maryland IT system.
Remote Access Policy	2 pgs.	Policy for remote connections to DoIT systems for State of Maryland agencies.	Not Applicable to ArcGIS Online: ... by itself ArcGIS does not implement remote access. (However, note Implementation Services comments (See Table 2)).
Wireless Communication Policy	2 pgs.	Policy for wireless communications to DoIT systems for State of Maryland agencies.	Not Applicable to ArcGIS Online: ... not a wireless communication technology.

Acknowledgement of DoIT Electronic Communications Policy	1 pg.	Form for user of Agency's or State's electronic communications systems. Relevant to Esri employees on-site during the installation process.	Not Applicable to ArcGIS Online: ... not COTS product requirement. (However, will be relevant to Esri employees on-site during the installation process. (See Table 2)).
Email Encryption Policy	1 pg.	Relates to encryption of emails.	Not Applicable to ArcGIS Online: ... not an email system.
Incident Report Form	1 pg.	PDF form for reporting IT security incidents to service.desk@maryland.gov	Not Applicable to ArcGIS Online: ... not COTS product requirement. (However, will be relevant to Esri employees on-site during the installation process. (See Table 2)).

18.17. Security Requirements and Incident Response

18.17.1. The Contractor agrees to abide by all applicable federal, State and local laws concerning information security

- **Applicability to Esri COTS products and Esri Implementation and Training Services.**
 - **Compliance: Esri Complies.**

and comply with current State and Department of Information Technology information security policy, currently found at <http://doit.maryland.gov/Publications/DoITSecurityPolicy.pdf>.

- **Applicability to Esri COTS products and Esri Implementation and Training Services.**
 - **Compliance: See Table 1 and Table 2.**

Contractor shall limit access to and possession of Sensitive Data to only employees whose responsibilities reasonably require such access or possession and shall train such employees on the Confidentiality obligations set forth herein.

- **Applicability to Esri Implementation and Training Services.**
 - **Compliance: Esri Complies. Under current scope, Esri will be conducting installation and training on-site at State of Maryland facilities. Esri will not store any State data or Work Products on Esri IT systems.**

18.17.2. The Contractor agrees to notify the Department when any Contractor system that may access, process, or store State data or Work Product is subject to unintended access or attack. Unintended access or attack includes compromise by a computer malware, malicious search engine, credential compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures.

- **Applicability to Esri Implementation and Training Services.**
 - **Compliance: Esri Complies. Under current scope, Esri will be conducting installation and training on-site at State of Maryland facilities. Esri will not store any State data or Work Products on Esri IT systems.**

18.17.3. The Contractor further agrees to notify the Department within twenty-four (24) hours of the discovery of the unintended access or attack by providing notice via written or electronic correspondence to the Contract Manager, Department chief information officer and Department chief information security officer.

- **Applicability to Esri Implementation and Training Services.**
 - **Compliance: Esri Complies. Under current scope, Esri will be conducting installation and training on-site at State of Maryland facilities. Esri will not store any State data or Work Products on Esri IT systems.**

18.17.4. The Contractor agrees to notify the Department within two (2) hours if there is a threat to Contractor's product as it pertains to the use, disclosure, and security of the State's data.

- **Applicability to Esri Implementation and Training Services.**
 - **Compliance: Esri Complies. Under current scope, Esri will be conducting installation and training on-site at State of Maryland facilities. Esri will not store any State data or Work Products on Esri IT systems.**

18.17.5. If an unauthorized use or disclosure of any Sensitive Data occurs, the Contractor must provide written notice to the Department within one (1) business day after Contractor's discovery of such use or disclosure and thereafter all information the requests concerning such unauthorized use or disclosure.

- **Applicability to Esri Implementation and Training Services.**
 - **Compliance: Esri Complies. Under current scope, Esri will be conducting installation and training on-site at State of Maryland facilities. Esri will not store any State data or Work Products on Esri IT systems.**

18.17.6. The Contractor, within one day of discovery, shall report to the Department any improper or non-authorized use or disclosure of Sensitive Data. Contractor's report shall identify:

- (a) the nature of the unauthorized use or disclosure;
- (b) the Sensitive Data used or disclosed,
- (c) who made the unauthorized use or received the unauthorized disclosure;
- (d) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
- (e) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
- (f) The Contractor shall provide such other information, including a written report, as reasonably requested by the State.

- **Applicability to Esri Implementation and Training Services.**
 - **Compliance: Esri Complies. Under current scope, Esri will be conducting installation and training on-site at State of Maryland facilities. Esri will not store any State data or Work Products on Esri IT systems.**

18.17.7. The Contractor shall protect Sensitive Data according to a written security policy no less rigorous than that of the State, and shall supply a copy of such policy to the State for validation. The Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of Sensitive Data or other event requiring notification and, should an event occur that triggers an obligation to provide such notification, the Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State and its officials and employees from and against any claims, damages, or other harm related to such security obligation breach or other event requiring the notification.

- **Applicability to Esri Implementation and Training Services.**
 - **Compliance: Esri Complies. Under current scope, Esri will be conducting installation and training on-site at State of Maryland facilities. Esri will not store any State data or Work Products on Esri IT systems.**

18.17.8. This Section 18.17 shall survive expiration or termination of this Contract.

- **Applicability to Esri COTS products and Esri Implementation and Training Services.**
 - **Compliance: Esri Complies.**

With regard to the applicability of referenced DoIT policies in RFP Section 18.17.1 to Implementation and Training Services and Compliance of the Provision of Services to Applicable Policies: See Table 2.

Table 2: Applicability of State of Maryland DoIT Policies to Implementation and Training Services and Compliance of the Provision of Services to Applicable Policies.

DoIT Document	Length	Document Summary	Assessment WRT Implementation and Training Services
DoIT Security Policy	45 pgs.	Direction to Agencies from DoIT to implement protections in accordance with NIST SP 800-53 r3, FIPS 199 and FISMA. Outline follows the NIST SP 800-53 control family divisions.	Esri Complies: ... with NIST SP 800-53 controls relevant to personnel security, and personnel training, specifically, control groups: AT, IR, and PS.

CSET Fact Sheet	1 pg.	Maryland DoIT is directing that the CSET (Cyber Security Evaluation Tool), a DHS product, be used for assessing security posture of Agency cyber systems and networks.	Not Applicable to Esri Implementation and Training Services: ... not a service to be provided by Esri.
CRR Fact Sheet	1 pg.	Maryland DoIT is directing that a CRR (Cyber Resilience Review), a DHS process, be used for assessing security posture of Agency cyber systems and networks.	Not Applicable to Esri Implementation and Training Services: ... not a service to be provided by Esri.
IT Security Plan Template	113 pgs.	Template, guidelines and instructions for Agencies to create their Agency-specific Information Technology Security Plans (ITSPs).	Not Applicable to Esri Implementation and Training Services: ... not a service to be provided by Esri.
Mobile Device Security Policy	2 pgs.	Relates to protection of Maryland-owned Mobile IT devices.	Not Applicable to Esri Implementation and Training Services: ... Esri staff will not have Maryland-owned Mobile IT devices.
Auto. Email Forwarding	2 pgs.	Relates to restrictions regarding automatic forwarding of State of Maryland email.	Not Applicable to Esri Implementation and Training Services: ... Esri staff will not have State of Maryland email accounts.
Standards for Security Categorization of Information Systems	3 pgs.	Provides guidelines to categorize the security levels of info. systems based on Confidentially/ Integrity/ Availability FISMA/FIPS 199 Security Objectives.	Not Applicable to Esri Implementation and Training Services: ... not a service to be provided by Esri.
IT Security Certification & Accreditation Guidelines	20 pgs.	Describes the State of Maryland IT C&A process for Agency systems as a 4 phased activity – Definition, Verification, Validation and Post-Accreditation.	Not Applicable to Esri Implementation and Training Services: ... not a service to be provided by Esri.
Firewall Policies	2 pgs.	Firewall Policies for Agency networks – Platform, Physical Security, Configuration, External Connections, Change Control, Logging and Enforcement.	Not Applicable to Esri Implementation and Training Services: ... not a service to be provided by Esri.
Publicly Accessible Systems Policy	2 pgs.	Policies related to public-facing IT systems for State of Maryland agencies.	Esri Complies During implementation of any public-facing web services, Esri Implementation Services staff will comply with this policy.
Password Policy	3 pgs.	Policy for IT systems passwords for State of Maryland agencies.	Esri Complies It is anticipated that Esri staff will be provided with State of Maryland IT accounts. Esri staff will comply with DoIT password policies.
Remote Access Policy	2 pgs.	Policy for remote connections to DoIT systems for State of Maryland agencies.	Esri Complies It is anticipated that Esri staff may have remote connections to Maryland DoIT networks. Esri staff will comply with the DoIT remote access policy.

Wireless Communication Policy	2 pgs.	Policy for wireless communications to DoIT systems for State of Maryland agencies.	Esri Complies It is anticipated that Esri staff may have wireless connections to Maryland DoIT networks. Esri staff will comply with the DoIT wireless communications policy.
Acknowledgement of DoIT Electronic Communications Policy	1 pg.	Form for user of Agency's or State's electronic communications systems. Relevant to Esri employees on-site during the installation process.	Esri Complies It is anticipated that Esri staff will have access to Maryland DoIT systems and networks. Esri staff will complete the DoIT electronic communications policy acknowledgement form.
Email Encryption Policy	1 pg.	Relates to encryption of emails.	Not Applicable to Esri Implementation and Training Services: ... Esri staff will not have State of Maryland email accounts.
Incident Report Form	1 pg.	PDF form for reporting IT security incidents to service.desk@maryland.gov	Esri Complies Esri staff will report IT security incidents using the Incident Report Form.

**ADDENDUM TO
STATE OF MARYLAND PURCHASES
ISSUED UNDER
STATE MASTER CONTRACT NO. 060B6400028.**

This addendum is applicable to each purchase order that is subject to the State of Maryland’s contract number 060B6400028. The contract is the result of the State of Maryland’s Request For Proposal (“RFP”) for Commercial-Off-the-Shelf (“COTS”) Software RFP Project No. 060B6400028.

1. Section 18.19 Nonvisual Accessibility Warranty & Section 508 Compliance Policy. The Parties agree that section 18.19 Nonvisual Accessibility Warranty and the State’s Section 508 Compliance Policy is clarified as follows:

“Contractor’s Products are developed using Section 508 standards and substantially comply with the current guidelines. Contractor reports the accessibility of its Products, including accessibility exceptions, on its Voluntary Product Accessibility Templates (VPATs). Information about specific Products and Contractor’s VPATs are available at <http://www.esri.com/legal/section508/swguide.html>. However, it should be noted that Contractor’s Products are comprised of geographic information system (GIS) technology that captures, manages, and analyzes visual data through digital maps. Digital maps and GIS technology are inherently visual/graphical and may not have equivalent access in all cases.”

2. Security Policies. The Parties agree that the State’s security policies are generally not applicable to Esri’s COTS Software, and where relevant, shall apply only a case-by-case, order-by-order basis as negotiated by the Parties.

NOTE: WHILE CLOUD PRODUCTS (SaaS / Esri Online Services) SHALL NOT BE PROVIDED UNDER THE MASTER CONTRACT, "CLOUD PRODUCT" INFORMATION IS SET FORTH HEREIN TO MAINTAIN THE CONTINUITY OF ESRI'S CORPORATE SECURITY POLICIES.

2.1. Section 18.17 – Security Requirements and Incident Response. With regard to the applicability of referenced DoIT policies in Section 18.17 to ArcGIS Online and Compliance of ArcGIS Online to Applicable Policies: See Table 1.

Table 1: Applicability of State of Maryland DoIT Policies to ArcGIS Online and Compliance of ArcGIS Online to Applicable Policies.

DoIT Document	Length	Document Summary	Assessment WRT ArcGIS Online
DoIT Security Policy	45 pgs.	Direction to Agencies from DoIT to implement protections in accordance with NIST SP 800-53 r3, FIPS 199 and FISMA. Outline follows the NIST SP 800-53 control family divisions.	ArcGIS Online Complies: ... has a FISMA Low ATO and FISMA controls align with NIST SP 800-53.
CSET Fact Sheet	1 pg.	Maryland DoIT is directing that the CSET (Cyber Security Evaluation Tool), a DHS product, be used for assessing security posture of Agency cyber systems and networks.	Not Applicable to ArcGIS Online: ... not an Agency System
CRR Fact Sheet	1 pg.	Maryland DoIT is directing that a CRR (Cyber Resilience Review), a DHS process, be used for assessing security posture of Agency cyber systems and networks.	Not Applicable to ArcGIS Online: ... not an Agency System
IT Security Plan Template	113 pgs.	Template, guidelines and instructions for Agencies to create their Agency-specific Information Technology Security Plans (ITSPs).	Not Applicable to ArcGIS Online: ... Agencies are responsible for this activity.
Mobile Device Security Policy	2 pgs.	Relates to protection of Maryland-owned Mobile IT devices.	Not Applicable to ArcGIS Online: ... not a Mobile IT device.

Auto. Email Forwarding	2 pgs.	Relates to restrictions regarding automatic forwarding of State of Maryland email.	Not Applicable to ArcGIS Online: ... not an email system.
Standards for Security Categorization of Information Systems	3 pgs.	Provides guidelines to categorize the security levels of info. systems based on Confidentially/ Integrity/ Availability FISMA/FIPS 199 Security Objectives.	Not Applicable to ArcGIS Online: ... Agencies are responsible for this categorization activity.
IT Security Certification & Accreditation Guidelines	20 pgs.	Describes the State of Maryland IT C&A process for Agency systems as a 4 phased activity – Definition, Verification, Validation and Post-Accreditation.	Not Applicable to ArcGIS Online: ... C&A for systems at Agencies.
Firewall Policies	2 pgs.	Firewall Policies for Agency networks – Platform, Physical Security, Configuration, External Connections, Change Control, Logging and Enforcement.	Not Applicable to ArcGIS Online: ... Agencies are responsible for these Firewall policies.
Publicly Accessible Systems Policy	2 pgs.	Policies related to public-facing IT systems for State of Maryland agencies.	Not Applicable to ArcGIS Online: ... by itself ArcGIS Online is not a Public-facing Agency System. (However, note Implementation Services comments (See Table 2)).
Password Policy	3 pgs.	Policy for IT systems passwords for State of Maryland agencies.	Not Applicable to ArcGIS Online: ... not a State of Maryland IT system.
Remote Access Policy	2 pgs.	Policy for remote connections to DoIT systems for State of Maryland agencies.	Not Applicable to ArcGIS Online: ... by itself ArcGIS does not implement remote access. (However, note Implementation Services comments (See Table 2)).
Wireless Communication Policy	2 pgs.	Policy for wireless communications to DoIT systems for State of Maryland agencies.	Not Applicable to ArcGIS Online: ... not a wireless communication technology.
Acknowledgement of DoIT Electronic Communications Policy	1 pg.	Form for user of Agency's or State's electronic communications systems. Relevant to Esri employees on-site during the installation process.	Not Applicable to ArcGIS Online: ... not COTS product requirement. (However, will be relevant to Esri employees on-site during the installation process. (See Table 2)).
Email Encryption Policy	1 pg.	Relates to encryption of emails.	Not Applicable to ArcGIS Online: ... not an email system.
Incident Report Form	1 pg.	PDF form for reporting IT security incidents to service.desk@maryland.gov	Not Applicable to ArcGIS Online: ... not COTS product requirement. (However, will be relevant to Esri employees on-site during the installation process. (See Table 2)).

2.2. Exhibit A and Exhibit C, section 3.4 Functional Area I - Desktop/Server Software (On-Premises Products).

To meet the requirements of Section 3.4 – Functional Area I - Desktop/Server Software, Esri is offering a full suite Esri software "on premises" products to be deployed onto the State of Maryland IT systems. These include ArcGIS for Desktop, ArcGIS for Server, ArcGIS Pro, Portal for ArcGIS and the many extensions available for these products. As described here: [deployment model](#), these products depend on and make use of the customer IT security and infrastructure upon which these products are deployed. In addition, the security and infrastructure layers for these products are the responsibility of the

customer. Customers are provided with all the configuration capabilities, documentation and guidelines to implement Esri products securely. An example of these guidelines is here: [Securing ArcGIS Server](#).

2.1.3. Exhibit A and Exhibit C, section 3.4 Functional Area I - Desktop/Server Software (Cloud Product).

To meet the requirements of Section 3.4 – Functional Area I - Desktop/Server Software, Esri is offering ArcGIS Online as a component of Desktop licenses. ArcGIS Online has received a Federal Agency Production System Security Accreditation. Specifically, ArcGIS Online has been granted Federal Information Security Management Act of 2002 (FISMA) Low Authorization to Operate (ATO) by the USDA. This empowers ArcGIS Online users (including the State of Maryland, under this effort) to securely create interactive web maps to share with whomever they choose, whether it's a specific group, an organization, or the public. FISMA Low controls align with controls provided by the National Institute of Standards and Technology (NIST) Special Publication 800-53. In addition, many security concerns of non-Federal customers are addressed by the ArcGIS Online ATO.



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: Dec 11, 2024

Bid/Contract/PO #: AP Renewal 2024

Company Name: Environmental Systems Research Institute, Inc.	Company Contact: Ryan Sellman
Contact Phone: 909-793-2853	Contact Email: rsellman@esri.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 Annette Kazandjian

Title Managing Business Attorney

Date Dec 11, 2024

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



Technology Requisition under \$30,000

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

File #: 25-0033

Agenda Date: 1/7/2025

Agenda #: 7.B.



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 25-0033	RFP, BID, QUOTE OR RENEWAL #: Quote #51822894	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$24,210.00
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 01/07/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$24,210.00
	CURRENT TERM TOTAL COST: \$24,210.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Carahsoft Technology Group	VENDOR #: 12819	DEPT: Information Technology	DEPT CONTACT NAME: Joe Hamlin
VENDOR CONTACT: Tyler Schwartz	VENDOR CONTACT PHONE: 571-662-3103	DEPT CONTACT PHONE #: 630-407-5063	DEPT CONTACT EMAIL: Joe.Hamlin@dupagecounty.gov
VENDOR CONTACT EMAIL: Tyler.Schwartz@carahsoft.com	VENDOR WEBSITE: www.carahsoft.com	DEPT REQ #:	
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.). We are purchasing technical support for Microsoft products via NASPO contract.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This purchase will continue our Microsoft Product support from US Cloud. US Cloud provides the county with Microsoft support at a fraction of the price.			

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 (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING	

SECTION 3: DECISION MEMO	
SOURCE SELECTION	Describe method used to select source. US Cloud was selected due to its 1 to 1 replacement of Microsoft support. They utilize the NASPO contract.
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 the purchase and continue to save money. (Staff Recommendation) 2. Take no action and go without MS support. 3. Revert to Microsoft support at a higher price point.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION		Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	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.	
MARKET TESTING	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.	
AVAILABILITY	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: Carahsoft Technology Corp	Vendor#: 12819	Dept: Information Technology	Division:
Attn: Tyler Schwartz	Email: Tyler.Schwartz@carahsoft.com	Attn: Sarah Godzicki	Email: ITAP@dupagecounty.gov
Address: 11493 Sunset Hills Road	City: Reston	Address: 421 N. County Farm Rd.	City: Wheaton
State: Virginia	Zip: 20190	State: IL	Zip: 60187
Phone: 571-662-3103	Fax: 703-871-8505	Phone: 630-407-5037	Fax: 630-407-5001
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Carahsoft Technology Corp	Vendor#: 12819	Dept: Information Technology	Division:
Attn: Tyler Schwartz	Email: Tyler.Schwartz@carahsoft.com	Attn: Joe Hamlin	Email: Joe.Hamlin@dupagecounty.gov
Address: 11493 Sunset Hills Road	City: Reston	Address: 421 N. County Farm Rd.	City: Wheaton
State: Virginia	Zip: 20190	State: IL	Zip: 60187
Phone: 571-662-3103	Fax: 703-871-8505	Phone: 630-407-5000	Fax: 630-407-5001
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Feb 24, 2025	Contract End Date (PO25): Feb 23, 2026

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	90	EA	AR2472- CAR001-15	Professional Services - Client/ Server Database Manager - per hour Premier support	FY25	1000	1110	53020		269.00	24,210.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 24,210.00

Comments

HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Please send PO to Sarah Godzicki & Joe Hamlin and copy both when emailing PO to vendor.
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.



CLOUD SOLUTIONS 2016-2026
 Lead by the State of **Utah**

Master Agreement #: AR2472

Contractor: **CARASOFT TECHNOLOGY CORPORATION**

Participating Entity: **STATE OF ILLINOIS**

The following products or services are included in this contract portfolio:

- *All products and accessories, except consulting/advisory services, statement of work services, and partner services, listed on the Contractor page of the NASPO ValuePoint website.*

Master Agreement Terms and Conditions:

1. Scope: This addendum covers **Cloud Solutions** lead by the State of *Utah* for use by state agencies and other entities located in the Participating State authorized by that State’s statutes to utilize State contracts with the prior approval of the State’s Chief Procurement Officer for General Services.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all governmental units and qualified not-for profit agencies authorized to use statewide contracts in the State of Illinois. Issues of interpretation and eligibility for participation are solely within the authority of the State of Illinois Chief Procurement Officer for General Services.
3. Access to Cloud Solutions Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer’s Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.
4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Bethany Blackwell
Address:	1860 Michael Faraday Drive, Suite 100 Reston, VA 20190
Telephone:	703-230-7435
Fax:	703-871-8505
Email:	NASPO@carahsoft.com

Participating Entity

Name:	Michelle Casey
Address:	401 S. Spring Street, Room 712, Springfield, IL 62706
Telephone:	217-494-5577
Email:	CPO. UPP@illinois.gov

5. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

The Parties to this Participating Addendum are the State of Illinois acting through the undersigned Agency (collectively the State) and the Contractor. This Participating Addendum, consisting of the signature page and numbered sections listed above and below and any attachments referenced in this Participating Addendum, constitute the entire agreement between the Parties concerning the subject matter of the Participating Addendum, and in signing the Participating Addendum, the Contractor affirms that the Certifications and if applicable the Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor's execution of the Participating Addendum. This Participating Addendum supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the agreement. This Participating Addendum, Standard Certifications, and Financial Disclosures and Conflicts of Interest will prevail in the event of a conflict between this Participating Addendum and Master Contract AR 2472. This Participating Addendum can be signed in multiple counterparts upon agreement of the Parties.

Participating Addendum uses Illinois Procurement Gateway Certifications and Disclosures?

Yes (IPG Certifications and Disclosures including FORMS B)

No

5.1 DEFINITIONS:

5.1.1 "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).

5.1.2 "Consulting services" means services provided by Contractor to advise and assist a governmental unit in solving specific management or programmatic problems involving the organization, planning, direction, control or operations of a governmental unit. The services may or may not rise to the level of professional and artistic as defined in the Illinois Procurement Code or the Standard Procurement Rules for the Chief Procurement Officer for General Services.

- 5.1.3 “Governmental unit” means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax or any other public entity created by statute.
- 5.1.4 “Partner services” means a relationship that extends beyond monetary considerations, including but not limited to integration of another company’s products or services into Contractor’s products or services or the agreement to support a common standard or protocol.
- 5.1.5 “Purchase order” means the written request by a governmental unit or qualified not-for-profit agency for the personal property, supplies or services subject to this Participating Addendum. Purchase orders shall contain the scope of work, which includes the Service Level Agreement as defined in Master Agreement AR2472, data categorization, delivery, and invoice information. All terms and conditions in this Participating Addendum apply with full force and effect to all Purchase Orders unless the governmental unit or qualified not-for-profit agency making the Purchase Order specifically seeks exemption or replacement of those terms in its Purchase Order. All Purchase Orders made by governmental units under the authority of the Chief Procurement Officer incorporate with full force and effect all the terms and conditions in this Participating Addendum.
- 5.1.6 “Qualified not-for-profit agency” means any not-for-profit agency that qualifies under Section 45-35 of the Illinois Procurement Code and that either (1) acts pursuant to a board established by or controlled by a unit of local government or (2) receives grant funds from the State or from a unit of local government.
- 5.1.7 “Statement of work services” means unsolicited solutions provided by Contractor for needs not identified by the governmental unit.

5.2 JOINT AND COOPERATIVE PURCHASING

- 5.2.1 The personal property, supplies or services subject to this Participating Addendum shall be distributed or rendered directly to each governmental unit or qualified not-for-profit agency.
- 5.2.2 Contractor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in the NASPO ValuePoint Master Agreement AR2472 for the items in this Participating Addendum to all authorized governmental units and qualified not-for-profit agencies. The personal property, supplies or services subject to this Participating Addendum shall be distributed or rendered directly to each governmental unit or qualified-not-for-profit agency. Contractor shall bill each governmental unit or qualified not-for-profit agency separately for its actual share of the costs of the personal property, supplies or services purchased. The credit or liability of each governmental unit or qualified not-for-profit agency shall remain separate and distinct. Disputes between Contractor and governmental units or qualified not-for-profit agencies shall be resolved between the affected parties.

5.3 SUBCONTRACTORS:

- 5.3.1 All contactors, dealers, and resellers authorized in the State of Illinois as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement AR2472. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
- 5.3.2 For purposes of this subsection, subcontractors are those specifically hired to perform all or part of the work covered by this Participating Addendum. If subcontractors will be utilized, Contractor must identify below the names and addresses of all subcontractors it will be entering into a contractual agreement that has an annual value of \$50,000 or more in the performance of this Participating Addendum, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Participating Addendum. Attach additional sheets as necessary.
- 5.3.3 Will subcontractors be utilized? Yes No
- Subcontractor Name: To be determined
 - Amount to be paid: To be determined
 - Address: To be determined
 - Description of work: To be determined
- 5.3.4 All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.
- 5.3.5 If the annual value of any the subcontracts is more than \$50,000, then the Contractor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.
- 5.3.6 If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Contractor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Contractor must also provide a completed Forms B for the subcontractor.
- 5.3.7 If at any time during the term of the Participating Addendum, Contractor adds or changes any subcontractors, Contractor will be required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Participating Addendum. Any subcontracts entered into prior to award of the Participating Addendum are done at the Contractor's and subcontractor's risk.

5.4 WHERE SERVICES ARE TO BE PERFORMED:

Contractor will perform all material services under this contract in the United States. From time to time and in the ordinary course of its general business operations, Contractor may

provide services incidental to performance of this contract from locations outside the US. Contractor will provide further information on this on request. These services are not unique to this contract and are not separately priced under this contract.

5.5 PRICING

5.5.1 Type of Pricing: The Illinois Office of the Comptroller requires the State to indicate whether the Participating Addendum value is firm or estimated at the time it is submitted for obligation. The total value of this Participating Addendum is estimated.

5.5.2 Expenses Allowed: Expenses are allowed as provided in Master Agreement AR2472.

5.5.3 Discount: The State may receive a 0 % discount for payment within N/A days of receipt of correct invoice.

5.5.4 Contractor's Pricing: Attach additional pages if necessary.

5.5.4.1 Contractor's Price for the Initial Term: See the pricing in Master Agreement AR 2472.

5.5.4.2 Intentionally omitted.

5.6 TERM AND TERMINATION

5.6.1 TERM OF THIS CONTRACT: This Participating Addendum, has an initial term of date of execution to September 15, 2026. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

5.6.1.1 In no event will the total term of the Participating Addendum, including the initial term, any renewal terms and any extensions, exceed 10 years.

5.6.1.2 Contractor shall not commence billable work in furtherance of the Participating Addendum prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

5.6.2 INTENTIONALLY OMITTED

5.6.3 TERMINATION FOR CAUSE: The State may terminate this Participating Addendum, in whole or in part, immediately upon notice to the Contractor if: (a) the State determines that the actions or inactions of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Contractor has notified the State that it is unable or unwilling to perform the participating addendum.

5.6.3.1 If Contractor fails to perform to the State's satisfaction any material requirement of this Participating Addendum, is in violation of a material provision of this Participating Addendum, or the State determines that

the Contractor lacks the financial resources to perform the Participating Addendum, the State shall provide written notice to the Contractor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the Participating Addendum or (b) enforce the terms and conditions of the Participating Addendum.

5.6.3.2 For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

5.6.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with 30 days' prior written notice to Contractor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Contractor.

5.6.4.1 The Contractor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.

5.7 AVAILABILITY OF APPROPRIATION: This Participating Addendum is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this Participating Addendum, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

5.8 REPORTING: Pursuant to Section 42 of Master Agreement AR2500, Contractor shall provide quarterly reports. Contractor shall provide Illinois specific quarterly usage reports until the expiration of the term. The reporting period and submission due date shall be on the following schedule:

Fiscal Year Quarter 1	July-September due October 31
Fiscal Year Quarter 2	October-December due January 31
Fiscal Year Quarter 3	January-March due April 30
Fiscal Year Quarter 4	April-June due July 31

5.9 ELECTRONIC PROCUREMENT:

- 5.9.1 The State of Illinois's eProcurement system, BidBuy, allows for the upload of multiple services and supplies. Contractor must complete and submit the file provided by the State within 30 days of receipt.
- 5.9.2 All Purchase Orders for agencies subject to the jurisdiction of the Chief Procurement Officer shall be made in the State's electronic procurement system unless an exception has been granted by the Chief Procurement Officer.
- 5.9.3 Contractor shall not accept any Purchase Order from an agency subject to the jurisdiction of the Chief Procurement Officer if the Purchase Order is not made in the State's electronic procurement system unless an exception has been granted by the Chief Procurement Officer.
- 5.9.4 Within 30 days of notification from the Chief Procurement Officer, Contractor shall not accept any Purchase Order from a governmental unit or qualified not-for-profit agency who is not subject to the jurisdiction of the Chief Procurement Officer unless the Purchase Order is made in the State's electronic procurement system.

5.10 STANDARD BUSINESS TERMS AND CONDITIONS

5.10.1 PAYMENT TERMS AND CONDITIONS:

- 5.10.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Contractor's sole remedy for late payments by the State. Payment terms contained on Contractor's invoices shall have no force and effect.
- 5.10.1.2 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this Participating Addendum by the Parties even if the effective date of the Participating Addendum is prior to execution.
- 5.10.1.3 Prevailing Wage: As a condition of receiving payment Contractor must (i) be in compliance with the Participating Addendum, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Contractor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).
- 5.10.1.4 Federal Funding: A purchase order may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the

percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the contract.

- 5.10.1.5 Invoicing: By submitting an invoice, Contractor certifies that the supplies or services provided meet all requirements of the Participating Addendum and Master Agreement AR 2472, and the amount billed and expenses incurred are as allowed in Master Agreement AR2472. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Contractor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
- 5.10.1.6 Contractor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Contractor may request the applicable Agency/University state tax exemption number and federal tax exemption information.
- 5.10.1.7 Contractor shall invoice at the completion of the purchase unless invoicing is tied in the purchase order to milestones, deliverables, or other invoicing requirements agreed to in the purchase order.
- 5.10.1.8 Vendor shall bill each governmental unit separately for its actual share of the costs of the personal property, supplies or services purchased. The credit or liability of each governmental unit shall remain separate and distinct. Disputes between vendors and governmental units shall be resolved between the affected parties.
- 5.10.2 ASSIGNMENT: This Participating Addendum may not be assigned, transferred in whole or in part by Contractor without the prior written consent of the State.
- 5.10.3 SUBCONTRACTING: For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the Participating Addendum. Contractor must receive prior written approval from the Primary Contact before use of any subcontractors in the performance of this Participating Addendum. Contractor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Contractor in the performance of this Participating Addendum, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this Participating Addendum. If required, Contractor shall provide a copy of any subcontracts within 15 days after execution of this Participating Addendum. All subcontracts must include the same certifications that Contractor must make as a condition of this Participating Addendum. Contractor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Participating Addendum, Contractor adds or changes any subcontractors, then Contractor must promptly notify, by written amendment to the Participating Addendum, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each

new or replaced subcontractor will receive pursuant to the Participating Addendum.

- 5.10.4 **AUDIT/RETENTION OF RECORDS:** Contractor and its subcontractors shall maintain books and records relating to the performance of the Participating Addendum or subcontract and necessary to support amounts charged to the State pursuant the Participating Addendum or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Contractor for a period of three years from the later of the date of final payment under the Participating Addendum or completion of the Participating Addendum, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay Participating Addendum or Purchase Order costs, the Contractor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Contractor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Contractor or subcontractors shall not impose a charge for audit or examination of the Contractor's books and records. 30 ILCS 500/20-65.
- 5.10.5 **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Contractor's performance of this Participating Addendum. Contractor shall continue to perform its obligations while any dispute concerning the Participating Addendum is being resolved unless otherwise directed by the State.
- 5.10.6 **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 5.10.7 **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the Participating Addendum without penalty if performance does not resume within 30 days of the declaration.
- 5.10.8 **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this Participating Addendum may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Participating Addendum. Contractor shall presume all information received from the State or to which it gains access pursuant to this Participating Addendum is confidential. Contractor information, unless clearly marked as confidential and exempt from disclosure

under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the Participating Addendum shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the Participating Addendum or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the Participating Addendum, in whatever form it is maintained, promptly at the end of the Participating Addendum, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

5.10.9 SECURITY REQUIREMENT FOR INFORMATION AND SYSTEMS. Contractor must ensure the following requirements are understood and allocate sufficient project time and resources to address the security requirements:

5.10.9.1 An information security risk assessment, data classification and system categorization process and the submission of a system security plan must be completed and submitted to the Department of Innovation & Technology, Division of Information Security prior to the commencement of system development or solution delivery activities. Vendor must participate with the risk assessment and data classification and system categorization process. The formal risk assessment, data classification and system categorization process will be administered by the Illinois Department of Innovation & Technology, Division of Information Security. Vendor program and project management personnel must ensure the coordination of these activities with State of Illinois program and project management personnel.

5.10.9.2 If not specifically addressed in other Vendor Information Technology Requirements, Vendor must adhere to State of Illinois and Illinois Department of Innovation & Technology technology and security Policies, Procedures, and Standards.
<https://www2.illinois.gov/sites/doi/support/policies/Pages/default.aspx>.

5.10.9.3 Vendor must also adhere to a minimum security baseline as identified in the National Institute of Standards and Technology (NIST) Special Publication 800-53, Revision 4, Security and Privacy Controls for Federal Systems and Organizations.
<http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>. If not specifically addressed in other Vendor Information Technology Requirements, Vendors must assure the adoption of, at minimum, the low security control baselines. Exceptions to this requirement must be approved by the Illinois Department of Innovation & Technology, Division of Information Security.

- 5.10.9.4 Cloud solutions must adhere to recommendations of the Cloud Security Alliance. Vendors may find guidance and cross-referencing to the NIST 800-53, Revision 4 with the Cloud Security Alliance controls at <https://cloudsecurityalliance.org/download/cloud-controls-matrix-v3-0-1/>.
- 5.10.9.5 State and Federal laws, rules and regulations as well as industry-specific guidelines require specific and often enhanced security controls on information and systems. The State of Illinois is required to comply with the below laws, standards and regulations. Vendors must ensure compliance with the below as appropriate based upon the formal risk assessment to include a data classification and system categorization process.
 - 5.10.9.5.1 Illinois Identity Protection Act (5 ILCS 179)
 - 5.10.9.5.2 Illinois Personal Information Protection Act (815 ILCS 530)
 - 5.10.9.5.3 The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99)
 - 5.10.9.5.4 Federal Bureau of Investigations Criminal Justice Information Services (CJIS) Security Policy, version 5.5, issued June 26, 2016
 - 5.10.9.5.5 Federal Centers for Medicare & Medicaid Services (CMS) MARS-E Document Suite, Version 2.0 Catalog of Minimum Acceptable Risk Security and Privacy Controls for Exchanges November 10, 2015.
 - 5.10.9.5.6 Federal Centers for Medicare & Medicaid Services Information Security Acceptable Risk Safeguards (ARS) CMS Minimum Security Requirements Version 2.0 September 20, 2013.
 - 5.10.9.5.7 Federal Internal Revenue Service (IRS) Publication 1075 Tax Information Security Guidelines for Federal, State and Local Agencies September 2016.
 - 5.10.9.5.8 Federal Information Security Modernization Act of 2014 Amends the Federal Information Security Management Act of 2002 (FISMA).
 - 5.10.9.5.9 Gramm-Leach-Bliley Act (GLB Act or GLBA), also known as the Financial Modernization Act of 1999.
 - 5.10.9.5.10 Health Insurance Portability and Accountability Act (P.L. 104-191), August 1996.

- 5.10.9.5.11 National Institute of Standards and Technology (NIST) Special Publication 800-53 Revision 4 Security and Privacy Controls for Federal Information Systems and Organizations.
- 5.10.9.5.12 Payment Card Industry (PCI) Data Security Standard (DSS) Version 3.2.
- 5.10.9.6 Vendor must complete a business impact analysis (BIA) in compliance with guidelines of the Illinois Department of Innovation & Technology, Division of Information Security. Vendor must complete an Information System Contingency Plan and Critical Infrastructure Contingency Plan which addresses the contingency and recovery requirements identified as part of the BIA. Contingency and recovery plans must be approved by the Department of Innovation & Technology, Division of Information Security prior to any information system commencing production. Vendor must agree to an initial on-site inspection, and annual on-site inspections of disaster recovery facilities by the state or a third-party acquired by the state at the discretion of the state.
- 5.10.9.7 Vendor must agree and assist with the facilitation of authenticated information system vulnerability scans to be conducted by the state or a third-party acquired by the state at the discretion of the state. These vulnerability scans must be completed prior to information systems commencing production, and high-risk vulnerabilities must be addressed prior to systems going into production.
- 5.10.9.8 The State may require the submission of an appropriate Service Organization Controls Report dependent upon the data and business processes supported by the vendor provided system or services. <http://www.aicpa.org/Pages/default.aspx>AICPA
- 5.10.10 **USE AND OWNERSHIP:** All work performed or supplies created by Contractor under this Participating Addendum, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Contractor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Contractor may have to such work including any so-called "moral rights" in connection with the work. Contractor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this Participating Addendum.
- 5.10.11 **INDEMNIFICATION AND LIABILITY:** The Contractor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys'

fees and expenses, arising out of: (a) any breach or violation by Contractor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Contractor's negligent performance; (c) any act, activity or omission of Contractor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under the contract infringing, misappropriating, or otherwise violating any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. Neither Party shall be liable for incidental, special, consequential or punitive damages.

- 5.10.12 **INSURANCE:** Contractor shall, at all times during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days' notice has been provided to the State. Contractor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Contractor's obligation to indemnify, defend, or settle any claims.
- 5.10.13 **INDEPENDENT CONTRACTOR:** Contractor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
- 5.10.14 **SOLICITATION AND EMPLOYMENT:** Contractor shall not employ any person employed by the State during the term of this Participating Addendum to perform any work under this Participating Addendum. Contractor shall give notice immediately to the Agency's director if Contractor solicits or intends to solicit State employees to perform any work under this Participating Addendum.
- 5.10.15 **COMPLIANCE WITH THE LAW:** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this Participating Addendum. Contractor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Contractor shall obtain at its own expense, all licenses and permissions necessary for the performance of this Participating Addendum.
- 5.10.16 **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Contractor's and subcontractor's officers, employees or agents who perform on-site services. Contractor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
- 5.10.17 **APPLICABLE LAW:** This Participating Addendum shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The

Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this Participating Addendum must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any Participating Addendum dispute. The State of Illinois does not waive sovereign immunity by entering into this Participating Addendum. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

- 5.10.18 ANTI-TRUST ASSIGNMENT: If Contractor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the Participating Addendum, then upon request of the Illinois Attorney General, Contractor shall assign to the State rights, title and interest in and to the claim or cause of action.
- 5.10.19 CONTRACTUAL AUTHORITY: When the Chief Procurement Officer signs a Participating Addendum on behalf of the State of Illinois, governmental units or and qualified not-for-profit agency, only the Agency, governmental unit or qualified not-for-profit agency or qualified not-for-profit agency that places an order with the Contractor shall have any liability to Contractor for that order.
- 5.10.20 NOTICES: Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the Participating Addendum using the Participating Addendum information following the signatures in the Participating Addendum or Purchase Order. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
- 5.10.21 MODIFICATIONS AND SURVIVAL: Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Participating Addendum officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Contractor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 5.10.22 PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Contractor shall meet to discuss performance or provide Participating Addendum performance updates to help ensure proper performance of the Participating Addendum. The State may consider Contractor's performance under this Participating Addendum and compliance with law and rule to determine whether to continue the Participating Addendum, suspend Contractor from doing future business with the State for a specified period of time, or to determine whether Contractor can be considered responsible on specific future contract opportunities.

- 5.10.23 FREEDOM OF INFORMATION ACT: This Participating Addendum and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) notwithstanding any provision to the contrary that may be found in this Participating Addendum or Master Agreement AR2472.
- 5.10.24 SCHEDULE OF WORK: Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 5.10.25 WARRANTIES FOR SUPPLIES AND SERVICES:
- 5.10.25.1 Contractor warrants that the supplies furnished under this Participating Addendum will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Contractor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Contractor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.
- 5.10.25.2 Contractor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.
- 5.10.25.3 Contractor warrants that all services will be performed to meet the requirements of the Participating Addendum in an efficient and effective manner by trained and competent personnel. Contractor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the Participating Addendum, who is disruptive or not respectful of others in the workplace, or who in any way violates the Participating Addendum or State policies.
- 5.10.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Contractor shall immediately notify the State of any event that may have a material impact on Contractor's ability to perform the Participating Addendum.
- 5.10.27 EMPLOYMENT TAX CREDIT: Contractors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact

the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

6. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.
7. Software Licensing: Software subscription terms and software license terms and conditions shall be mutually agreed upon in writing by Contractor and the Chief Procurement Officer prior to use by executive branch governmental units.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity/ Procuring Agency: State of Illinois Chief Procurement Officer for General Services	Contractor: Carahsoft Technology Corporation
Street Address: 401 S. Spring Street, Room 712 Springfield, Illinois 62706	Street Address: 1860 Michael Faraday Drive, Suite 100 Reston, VA 20190
City, State ZIP: Springfield, IL 62706	City, State ZIP: Reston, VA 20190
Signature:	Signature: Signature on File
Name: Ellen H. Daley	Name: Kristina Smith
Title: Chief Procurement Officer for General Services	Title: Contracts Manager
Date:	Date:

AGENCY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

- Agency Reference #: 16NVP1
- Project Title: Cloud Solutions Cooperative Purchasing
- Contract #:
- Procurement Method (IFB, RFP, Small Purchase, etc.): RFP
- IPB Reference #: 22037768
- IPB Publication Date:1/19/16
- Award Code: M(30 ILCS 525/3)
- Subcontractor Utilization? Yes No Subcontractor Disclosure? Yes No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? Yes No Percentage:
- Minority Owned Business? Yes No Percentage:
- Female Owned Business? Yes No Percentage:
- Persons with Disabilities Owned Business? Yes No Percentage:
- Veteran Owned Small Business? Yes No Percentage:
- Other Preferences?



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: 12/16/24

Bid/Contract/PO #: _____

Company Name: Carahsoft Technology Corp	Company Contact: Sean Hiebert
Contact Phone: 703-871-8500	Contact Email: sales@carahsoft.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, 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.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

Authorized Signature Signature on File

Printed Name Sean Hiebert

Title Partner Alliance Manager

Date 12/16/24

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