



DU PAGE COUNTY

Technology Committee

Final Summary

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

Tuesday, August 6, 2024

11:00 AM

Room 3500B

1. CALL TO ORDER

11:00 AM meeting was called to order by Chair Yoo at 11:05 AM.

2. ROLL CALL

PRESENT	Berlin, Carrier, Eckhoff, Henry, Kaczmarek, White, and Yoo
ABSENT	Galassi, and Jorgensen
LATE	Cronin Cahill, Gustin, and Rutledge

3. CHAIRWOMAN'S REMARKS - CHAIR YOO

Chair Yoo offered several remarks. First, she advised the AI Workshop, which is part of the Municipal Technology Roundtable, will be meeting on August 21, 2024 from 11am until 3pm. On August 29, 2024, the first Cybersecurity Task Force will be meeting at 10am. Next, she offered a reminder that cybersecurity through KnowBe4 was due on July 19, 2024, so if anyone did not yet complete it, please do so as soon as possible. Chair Yoo then wished a happy birthday to CIO Anthony McPhearson.

Lastly, Chair Yoo offered an update with regard to the CrowdStrike outage on July 19, 2024. She said despite the severity of the outage, DuPage County and other DuPage County agencies such as ETSB experienced no significant financial losses and minimal service interruptions. She said this was due to effective communication and cooperative efforts by the DuPage County IT department, ETSB, OHSEM, and IT leaders countywide. She thanked Mr. McPhearson, Craig Dieckman, and Linda Zerwin for their direct collaboration in swiftly mitigating the outage's impact. She said their coordinated efforts with various departments, elected officials, and other agencies throughout DuPage County were instrumental. Chair Yoo said the County's IT department's network and operations teams, the PC technicians, OHSEM, and ETSB responded promptly to the outage starting at 1:41am on July 19th. She said their diligence throughout the night and morning ensured all critical systems were restored and hundreds of user inquiries and escalations were addressed that same morning. She said by approximately 7:00am, 95% of our critical systems were up and fully accessible, which includes roughly 256 servers. She said most effected workstations were fixed shortly after being reported to our IT Service Desk. She said notably, while the 9-1-1 system servers and equipment were effected, they remained operational, ensuring continuous emergency service availability. Essential services such as Police, Fire, water, and electricity were fully functional, although some individual computers were impacted. She said the collaboration has continued with a recent incident after action review, led by Craig Dieckman, and by the end of this week, a detailed report will be provided by Anthony McPhearson, in partnership with Craig Dieckman and Linda Zerwin, for presentation to the Chair, Board Members, and DuPage County leadership. Chair Yoo said this outage highlighted the importance of robust infrastructure, strong support teams, effective response mechanisms, and countywide collaboration. She said the swift actions of our IT, public safety, and emergency

management teams have set a strong foundation for handling future global events, local emergencies, and cybersecurity incidents. She said moving forward, we will continue collaborating, communicating transparently, and implementing proactive measures to protect and maintain our technology environments and critical business operations. She thanked everyone involved in this response.

Mr. McPhearson congratulated Tom Ricker and Tamara Freihart from the IT GIS division for winning two SAG awards for two GIS applications, adding that it is through a global organization. He said Mr. Ricker and Ms. Freihart attended the award ceremony last month. Mr. Ricker said the owner of the organization personally selects the 210 award recipients out of over 60,000 global GIS organizations.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [24-2042](#)

Approval of Minutes for the Technology Committee - Regular Meeting - Tuesday, June 18, 2024

Attachments: [2024-06-18 Technology Minutes](#)

RESULT:	APPROVED
MOVER:	Gwen Henry
SECONDER:	Kathleen Carrier

6. PROCUREMENT REQUISITIONS

6.A. [TE-P-0010-24](#)

Recommendation for the approval of a contract purchase order to SHI International Corp, for the procurement of laptops, docks, and monitors, for Information Technology and Probation, for the period of August 20, 2024 through August 19, 2025, for a contract total amount of \$664,623.43, per Cooperative Purchasing Agreement Pricing, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act" - Sourcewell Contract #121923-SHI. (ARPA ITEM)

Attachments: [SHI \(ARPA Equip\) - PRCC](#)
[SHI \(ARPA Equip\) - Quote #25124356](#)
[SHI \(ARPA Equip\) - Sourcewell COOP Contract #121923-SHI](#)
[SHI \(ARPA Equip\) - VED](#)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Gwen Henry
SECONDER:	Kathleen Carrier

6.B. [TE-P-0011-24](#)

Recommendation for the approval of a contract purchase order to Gartner, Inc., for one (1) subscription for CIOs Individual Access and one (1) subscription for Technical Professionals – Advisor Small and Midsize Business Enterprise Access, for Information Technology, for the period of October 1, 2024 through September 30, 2025, for a contract total amount of \$141,685. Contract pursuant to the Intergovernmental Cooperation Act (NASPO Contract #186840 Addendum).

Mr. McPhearson advised that Gartner is providing a discounted price. He said Gartner allows us to extend our subject matter expertise for our staff, noting that the IT technical team may also use the subscription to access other technical professionals.

Attachments: [Gartner - PRCC - 2024](#)
[Gartner - Service Order #Q-00192036](#)
[Gartner - NASPO Contract #186840 Addendum](#)
[Gartner - VED](#)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Kathleen Carrier
SECONDER:	Gwen Henry

6.C. [TE-P-0012-24](#)

Recommendation for the approval of a contract purchase order issued to KARA Company, Inc., for the management of the County GPS CORS sites, to include operating, monitoring and upgrading of software and firmware, for Information Technology - GIS Division, for the period of September 1, 2024 through August 31, 2025, for a contract total amount of \$39,500. Pursuant to 55 ILCS 5/5-1022(c) - Sole source - KARA Company is the only vendor who can maintain system functions and software, has network knowledge, and has the ability to be on-site to correct any problems with the seven individual stations.

Attachments: [KARA Co \(Annual Mtc\) - PRCC](#)
[KARA Co \(Annual Mtc\) - Quote #30386](#)
[KARA Co \(Annual Mtc\) - Sole Source Letter](#)
[KARA Co \(Annual Mtc\) - VED](#)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Kathleen Carrier
SECONDER:	Gwen Henry

6.D. [TE-P-0013-24](#)

Recommendation for the approval of a contract purchase order to AT&T Mobility, for the

annual licensing and maintenance of AirWatch Mobile Device Management, for Information Technology, for the period of July 1, 2024 through June 30, 2025, for a contract total amount of \$32,040. Exempt from bidding per 55 ILCS 5/5-1022 (d) exempt from bidding - IT/Telecom purchases which do not exceed \$35,000.

Mr. McPhearson explained that a VMware acquisition caused the delay in bringing this procurement for approval. He reminded the committee that Airwatch allows IT to track all County cell phones and mobile devices, so if something is lost or stolen, we can erase the data. He also noted that this item will go away next year, as we will be moving to Microsoft InTune, which is included in our current Microsoft licensing.

Attachments: [AT&T Mobility \(Airwatch\) - PRCC - 2024](#)
[AT&T Mobility \(Airwatch\) - Workspace One Quote - 2024](#)
[AT&T Mobility \(Airwatch\) - VED](#)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Grant Eckhoff
SECONDER:	Robert Berlin

6.E. [TE-P-0014-24](#)

Recommendation for the approval of a contract to Carahsoft Technology Group, for the procurement of UiPath Robotics Process Automation licensing, for Information Technology, for the period of August 14, 2024 through August 13, 2025, for a contract total amount not to exceed \$31,360. Per 55 ILCS 5/5-1022(d) exempt from bidding - IT/Telecom purchases which do not exceed \$35,000.

Attachments: [Carahsoft \(UiPath Inc. - RPA\) - PRCC](#)
[Carahsoft \(UiPath Inc. - RPA\) - VED](#)
[Carahsoft \(UiPath Inc. - RPA\) - Quote #43481918](#)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Bill White
SECONDER:	Robert Berlin

6.F. [TE-P-0009-24](#)

Recommendation for the approval of a contract purchase order issued to Insight Public Sector, for the purchase of KnowBe4 software for cybersecurity awareness training and phishing testing, for the Information Technology Department, for the period of October 29, 2024 through October 28, 2025, for a contract total amount not to exceed \$31,296. Contract pursuant to the Intergovernmental Cooperation Act (Omnia Partners Contract #23-6692-03)

Mr. McPhearson said KnowBe4 is important to help keep our environment safe and help us avoid getting hacked. He said typically, industry-wide, most organizations are 28.6%

phish-prone, meaning their employees will click things they shouldn't. He said here in DuPage County, we are at 3.3%. He said things will get much worse with AI.

Attachments: [Insight Public Sector - PRCC](#)
 [Insight Public Sector - Quotation #0227586635](#)
 [Insight Public Sector - Omnia Contract](#)
 [Insight Public Sector \(KnowBe4\) - VED](#)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Bill White
SECONDER:	Jean Kaczmarek

7. TRAVEL REQUESTS

7.A. [24-2029](#)

Authorization for an IT staff member attend the VMware Explore Conference in Las Vegas, NV from August 26, 2024 through August 29, 2024. Travel to include hotel, mileage, per diem, etc. for an estimated total of \$3,267.

Mr. McPhearson said this is a request for one of our engineers to attend a conference so they can learn more about VMware, which is a virtualization technology that allows us to expand physical pieces of hardware and add more to it. He advised the committee that they will be seeing a lot more travel requests so we can get staff trained and learning about new technologies. He added that a lot of tech conferences are held in places such as Las Vegas and Florida, as they have the facilities to hold these large conferences.

Member Henry asked if there is a registration fee for attending these conferences. Mr. McPhearson said for many of them, the conference fees are included in the licensing fee we pay.

Attachments: [Travel Request - IT Staff_VMware Explore Conference](#)

RESULT:	APPROVED
MOVER:	Jean Kaczmarek
SECONDER:	Grant Eckhoff

8. INFORMATIONAL ITEMS

Member McCarthy (proxy for Member Berlin) moved and Member White seconded a motion to combine and place on file items 8A through 8C. The motion was approved on voice vote; all ayes, motion carried.

8.A. [DT-P-0045-24](#)

Recommendation for the approval of a contract renewal to AT&T Corp., to provide analog telecommunication services, as needed for the Division of Transportation to communicate with traffic signals, for the period of August 30, 2024 through March 31,

2026, for a contract total not to exceed \$40,000, per bid # 21-104-IT.

Attachments: [AT&T Checklist](#)
 [AT&T Renewal](#)
 [AT&T Vendor Ethics](#)

RESULT:	INFORMATION RECEIVED AND PLACED ON FILE
MOVER:	Robert Berlin
SECONDER:	Bill White

8.B. **JPS-P-0019-24**

Recommendation for the approval of a contract purchase order issued to CloudGavel, LLC, for the implementation and annual service of the Warrant Management System, for the Sheriff's Office, for the period of July 10, 2024 through July 9, 2029, for a contract total amount not to exceed \$652,500; per bid 24-075-SHF. (Sheriff's Office)

Mr. McPhearson explained that warrants is the last application that is active and being used on the mainframe. He said we now have an application with CloudGavel that addresses all current needs for the Sheriff's Office. He said the goal is to have the existing application and data off the mainframe by the end of this year. However, he said they are still working through the implementation timeline, but the vendor said they believe it can be completed by the end of this year. Mr. McPhearson said we will start to see savings in years to come, over \$250,000 to \$300,000 after next year.

Attachments: [CloudGavel - PRCC.pdf](#)
 [Cloudgavel - Proposal 24-075-SHF](#)
 [CloudGavel - Pricing Sheet](#)
 [CloudGavel - Scorecard](#)
 [Cloudgavel - Vendor Ethics](#)

RESULT:	INFORMATION RECEIVED AND PLACED ON FILE
MOVER:	Robert Berlin
SECONDER:	Bill White

8.C. **JPS-P-0023-24**

Recommendation for the approval of a contract purchase order issued to Untethered Labs, Inc., for the purchase of the GateKeeper System, for the Sheriff's Office, for the period of August 13, 2024 through August 12, 2025, for a contract total amount not to exceed \$61,980. Pursuant to 55 ILCS 5/5-1022(c) - Sole Source. (Sheriff's Office)

Attachments: [Untethered - PRCC.pdf](#)
[Untethered-Quote](#)
[Untethered-Sole Source](#)
[Untethered - Vendor Ethics_Redactedpdf.pdf](#)

RESULT:	INFORMATION RECEIVED AND PLACED ON FILE
MOVER:	Robert Berlin
SECONDER:	Bill White

9. OLD BUSINESS

No old business was discussed.

10. NEW BUSINESS

Member Carrier said the 6th annual Veterans Resource Fair will be held on August 21, 2024 from 9am until 1:00pm in the auditorium. She said all vets, caregivers, and spouses are welcome, and there will be over 80 agencies in attendance. Member Cahill asked if the group of veterans from the Care Center will be attending. Member Carrier said they are welcome and she will email Janelle Chadwick about it.

11. ADJOURNMENT

With no further business, the meeting was adjourned.



Minutes

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

File #: 24-2042

Agenda Date: 8/6/2024

Agenda #: 5.A.



DU PAGE COUNTY

Technology Committee

Final Summary

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

Tuesday, June 18, 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, Cronin Cahill, Carrier, Henry, Kaczmarek, White, and Yoo
ABSENT	Eckhoff, Gustin, and Jorgensen
REMOTE	Galassi
LATE	Rutledge

MOTION TO ALLOW REMOTE PARTICIPATION

Member Cahill moved, seconded by Member Carrier, to allow remote participation. All ayes. Motion carried.

3. CHAIRWOMAN'S REMARKS - CHAIR YOO

Chair Yoo said the August 1st County Municipal Roundtable will include an expert in cybersecurity and ransomware. She encouraged members to invite village mayors and managers from their districts. She said it will be held at 10:00am here at the County. Mr. McPhearson said it will be held in 3-500B as well as offer a virtual option. He said their focus will be on helping municipalities and smaller organizations who do not have a team to figure out what they should do in case they get hit with ransomware. He said at a minimum, it will give them a high-level plan of what to do, how to plan ahead for an attack, and what next steps they should take to mitigate it.

Chair Yoo said within this roundtable there are supposed to be two task forces: one for cybersecurity and one for AI. She said the AI task force currently only has two to three municipalities. She said she hopes members encourage their municipalities to also join this task force. She said at the end of July, we will have an organization holding a free workshop that will explain AI and its uses and how it can best be used by municipalities.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [24-1787](#)

Approval of Minutes for the Technology Committee - Regular Meeting - Tuesday, May 21, 2024

Attachments: [2024-05-21 Technology Minutes \(summary\).pdf](#)

RESULT:	APPROVED
MOVER:	Cynthia Cronin Cahill
SECONDER:	Kathleen Carrier

6. PROCUREMENT REQUISITIONS

6.A. [TE-P-0008-24](#)

Recommendation for the approval of a contract 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, for the period of July 25, 2024 through July 24, 2027, for a contract total amount not to exceed \$1,481,535, per the Intergovernmental Agreement between the County of DuPage and National Association of State Procurement Officers (NASPO) Master Agreement #149. This contract is subject to two (2) additional twelve (12) month renewals.

Member Carrier asked if we should be concerned with the outages that AT&T has experienced in the last couple of months. Mr. McPhearson said we are not, as that typically happens with all carriers. He said they have not had any major outages that have had a serious impact to our service. He said in addition to us not worrying about it, the big reason we are pushing for this particular contract is for our first responders. He explained that AT&T is the only vendor who offers FirstNet, so if there are any major outages or catastrophes that shuts down access for everyone else, this automatically gives our first responders direct priority over everyone else. He said there is no other contract that offers that.

Attachments: [AT&T \(FirstNet\) 2024 - PRCC](#)
 [AT&T \(FirstNet\) 2024 - NASPO Master Agreement #149 - Amendment 10](#)
 [AT&T \(FirstNet\) 2024 - VED](#)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Cynthia Cronin Cahill
SECONDER:	Kathleen Carrier

6.B. [TE-CO-0001-24](#)

Recommendation for the approval of an amendment to purchase order 6956-0001 SERV, issued to Toshiba Business Solutions, for multi-functional device equipment, supplies, software and service solutions, to increase the contract in the amount of \$261,678.69, to add a lease and usage line for ETSB and increase the lease and usage amounts for the Sheriff's Office, resulting in an amended contract total amount not to exceed \$1,761,678.69, an increase of 17.45%.

Attachments: [Toshiba - 6956-1-SERV - Change Order #2](#)
[Toshiba - 6956-1-SERV - Change Order 2 - Decision Memo](#)
[Toshiba - 6956-1-SERV - Change Order #2 - Additional Information](#)
[Department VED Placeholder.pdf](#)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Gwen Henry
SECONDER:	Cynthia Cronin Cahill

7. INFORMATIONAL ITEMS

7.A. [JPS-CO-0006-24](#)

Recommendation for the approval of a change order amending purchase order 5308-0001 SERV, issued to Logicalis, Inc., for management of the remote Disaster Recovery environment, to increase the purchase order in an amount of \$24,474.54, resulting in an amended purchase order total amount of \$1,104,525.22, a cumulative increase of 3.26%. (Clerk of the Circuit Court)

Attachments: [Logicalis - Change Order.pdf](#)
[Logicalis - Decision Memo.pdf](#)
[Vendor Ethics Redacted](#)

RESULT:	INFORMATION RECEIVED AND PLACED ON FILE
MOVER:	Kathleen Carrier
SECONDER:	Gwen Henry

7.B. [JPS-P-0017-24](#)

Recommendation for the approval of a contract purchase order issued to Insight Public Sector, Inc., for the purchase of Getac Convertible Tablets, batteries, and chargers, for the Sheriff's Office, for the period of June 25, 2024 through June 24, 2025, for a contract total amount not to exceed \$47,819. Per Cooperative Purchasing Agreement Pricing, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act", Omnia Partners #23-6692-03. (Sheriff's Office)

Attachments: [Insight - PRCC.pdf](#)
[Insight-Quote](#)
[Insight Contract.pdf](#)
[Insight-Vendor Ethics Redacted](#)

RESULT:	INFORMATION RECEIVED AND PLACED ON FILE
----------------	-----------------------------------------

MOVER:	Kathleen Carrier
SECONDER:	Gwen Henry

7.C. [JPS-CO-0007-24](#)

Amendment to Purchase Order 2846-0001 SERV, issued to Journal Technologies, Inc., for a case management system, to increase contract in the amount of \$12,676.38 for additional licenses, for a new contract total amount of \$892,725.76, an increase of 1.44%. (Public Defender's Office)

Attachments: [Journal Technologies - Request for Change Order.pdf](#)
[Sales Order.pdf](#)
[Journal Technologies - Decision Memo.pdf](#)
[Redacted Vendor Ethics.pdf](#)

RESULT:	INFORMATION RECEIVED AND PLACED ON FILE
MOVER:	Kathleen Carrier
SECONDER:	Gwen Henry

8. **IT PROJECT UPDATES**

Mr. McPhearson provided a projects update to the committee, as attached hereto.

Member Evans asked how much energy savings we might see through the mainframe decommissioning. Mr. McPhearson said he is unsure but he can work with Facilities to find out.

Member Carrier asked if the Time Accounting System is going to integrate with the new payroll system. Mr. McPhearson said he is unsure, but he believes the Time Accounting System will go away, and he believes Dayforce has the same capability. He said he will get answers.

Member Cahill asked if Mr. McPhearson has reached out to all municipalities regarding the roundtable. Mr. McPhearson said yes, they send out emails to the mayors, managers, and technical people. In addition, there is a Monday.com board being utilized for more everyday use.

[24-1848](#)

IT Project Updates

Attachments: [DuPage County Tech Committee Project Updates_06-18-24.pdf](#)

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.



Technology Requisition \$30,000 and Over

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

File #: TE-P-0010-24

Agenda Date: 8/6/2024

Agenda #: 21.B.

AWARDING RESOLUTION ISSUED TO
SHI INTERNATIONAL CORPORATION
FOR THE PROCUREMENT OF
LAPTOPS, DOCKS, AND MONITORS
FOR INFORMATION TECHNOLOGY AND PROBATION
(CONTRACT TOTAL AMOUNT \$664,623.43)

WHEREAS, the County of DuPage by virtue of its power set forth in the Counties Code (55 ILCS 5/1-1001 et. seq.) is authorized to enter into this Agreement; and

WHEREAS, pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/2), the County is authorized to enter into a Joint Purchasing Agreement for the procurement of laptops, docks, and monitors; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the Sourcewell Contract #121923-SHI, the County of DuPage will contract with SHI International Corp; and

WHEREAS the Technology Committee recommends County Board approval for the issuance of a contract to SHI International Corp, for the procurement of laptops, docks, and monitors, for the period of August 20, 2024 through August 25, 2025, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for the procurement of laptops, docks, and monitors, for the period of August 20, 2024 through August 19, 2025 for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to SHI International Corp, 290 Davidson Avenue, Somerset, New Jersey 08873, for a contract total amount not to exceed \$664,623.43, per contract pursuant to the Sourcewell Contract #121923-SHI.

Enacted and approved this 13th day of August, 2024, 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#: 24-2044	RFP, BID, QUOTE OR RENEWAL #: Quote #25088806	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$664,623.43
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 08/06/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$664,623.43
	CURRENT TERM TOTAL COST: \$664,623.43	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: SHI International Corp.	VENDOR #: 14389	DEPT: Information Technology	DEPT CONTACT NAME: Shanita Thompson
VENDOR CONTACT: Travis Oberweis	VENDOR CONTACT PHONE: 888-744-4084	DEPT CONTACT PHONE #: 630-407-5023	DEPT CONTACT EMAIL: Shanita.Thompson@dupagecounty.gov
VENDOR CONTACT EMAIL: travis_oberweis@shi.com	VENDOR WEBSITE: shi.com	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Purchase of laptops, docks, and monitors to replace current equipment that is reaching end of life. Equipment is being purchased for a total cost of \$664,623.43 using the Sourcewell COOP - Technology Products & Solutions Contract #: 121923-SHI.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The replacement of older laptops, docks and monitors will improve performance and remove outdated, failing equipment across County Departments. Many items have become out of warranty and have become more difficult to maintain.			

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. Obtained quotes from different Cooperative Contracts (Sourcewell & Omnia) from SHI, Insight, and CDW-G as well as ITSAVVY.
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). Staff recommends updating equipment

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: SHI International Corp.	Vendor#: 14389	Dept: Information Technology	Division:
Attn: Travis Oberweis	Email: travis_oberweis@shi.com	Attn: Sarah Godzicki	Email: ITAP@dupagecounty.gov
Address: 290 Davidson Avenue	City: Somerset	Address: 421 N. County Farm Road	City: Wheaton
State: NJ	Zip: 08873	State: Illinois	Zip: 60187
Phone: 888-744-4084	Fax:	Phone: 630-407-5037	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SHI International Corp.	Vendor#: 14389	Dept: Information Technology	Division:
Attn:	Email:	Attn: Shanita Thompson	Email: Shanita.Thompson@dupagecounty.gov
Address: P.O. Box 952121	City: Dallas	Address: 421 N. County Farm Road	City: Wheaton
State: TX	Zip: 75395-2121	State: Illinois	Zip: 60187
Phone:	Fax:	Phone: 630-407-5023	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Aug 20, 2024	Contract End Date (PO25): Aug 19, 2025

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	20	EA	HP, Inc. - Part#: 894F6UT#ABA	HP ZBook Studio G10 Mobile Workstation - Wolf Pro Security - Intel Core i7 - 13800H / up to 5.2 GHz - Win 11 Pro - RTX A1000 - 32 GB RAM - 1 TB SSD NVMe, TLC - 16" OLED touchscreen 3840 x 2400 (WQUXGA) - IEEE 802.11b, IEEE 802.11a, IEEE 802.11g, IEEE 802 Note: TOUCHSCREEN OPTION	FY24	1100	1215	52100	COVID-19_ IT	2,364.37	47,287.40
2	20	EA	HP, Inc. - Part#: U17XRE	Electronic HP Care Pack Next Business Day Active Care Service	FY24	1000	1110	53370		83.33	1,666.60
3	260	EA	HP, Inc. - Part#: A14SKUT#ABA	HP EliteBook 860 G11 Notebook - Wolf Pro Security - Intel Core Ultra 7 - 165U / up to 4.9 GHz - vPro - Win 11 Pro - Intel Graphics - 16 GB RAM - 512 GB SSD NVMe, TLC - 16" IPS 1920 x 1200 - IEEE 802.11b, IEEE 802.11a, IEEE 802.11g, IEEE 802.11n, IEEE 802	FY24	1000	1110	52100		1,128.25	293,345.00
4	260	EA	HP, Inc. - Part#: U85XB	Electronic HP Care Pack Premium+ Onsite Support with Telemetry - Extended service agreement - parts and labor - 3 years - on-site - 9x5 - response time: NBD - for Elite x360; EliteBook 1040 G11, 83X G11, 845 G7, 84X G11, 86X G11	FY24	1000	1110	53370		72.92	18,959.20
5	145	EA	HP, Inc. - Part#: A6TE3UT#ABA	HP EliteBook 860 G11 - Intel - Core Ultra 7 - 155U - 1.7GHz - 16Inch - Touch Screen - 1920 x 1200 - DDR5 - 16GB RAM - PCIe NVMe - No Hard Drive Capacity / HDD HDD - 512GB SSD - No Hard Drive / Spindle Speed - No Optical Storage Type - AC Adapters - 65Wat	FY24	1100	1215	52100	COVID-19_ IT	1,049.07	152,115.15
6	145	EA	HP, Inc. - Part#: U85WME	Electronic HP Care Pack Premium+ Onsite Support with Telemetry - Extended service agreement - parts and labor - 3 years - on-site - 9x5 - response time: NBD - for Elite x360; EliteBook 830 G11, 835 G11, 840 G11, 845 G11, 860 G11, 865 G11	FY24	1100	1215	53370	COVID-19_ IT	140.62	20,389.90
7	285	EA	HP, Inc. - Part#: 5TW10AA#ABA	HP USB-C Dock G5 U.S. - English localization - Windows 10; Windows 11; macOS; Chrome OS - One-year limited warranty.	FY24	1100	1215	52100	COVID-19_ IT	125.53	35,776.05
8	432	EA	Acer - Part#: UM.QB7AA.E02	Acer Vero B247Y Ebmiprpx	FY24	1000	1110	52100		150.59	65,054.88

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
9	25	EA	HP, Inc. - Part#: A14SKUT#ABA	HP EliteBook 860 G11 Notebook - Wolf Pro Security - Intel Core Ultra 7 - 165U / up to 4.9 GHz - vPro - Win 11 Pro - Intel Graphics - 16 GB RAM - 512 GB SSD NVMe, TLC - 16" IPS 1920 x 1200 - IEEE 802.11b, IEEE 802.11a, IEEE 802.11g, IEEE 802.11n, IEEE 802	FY24	1400	6120	52100		1,128.25	28,206.25
10	25	EA	HP, Inc. - Part#: U85XBE	Electronic HP Care Pack Premium+ Onsite Support with Telemetry - Extended service agreement - parts and labor - 3 years - on-site - 9x5 - response time: NBD - for Elite x360; EliteBook 1040 G11, 83X G11, 845 G7, 84X G11, 86X G11	FY24	1400	6120	53370		72.92	1,823.00
FY is required, ensure the correct FY is selected.										Requisition Total	\$ 664,623.43

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 and correspondences to Sarah Godzicki and Shanita Thompson.
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.



Pricing Proposal
 Quotation #: 25124356
 Created On: Jul-26-2024
 Valid Until: Aug-14-2024

IL-County of DuPage

Senior Inside Account Manager

Shanita Thompson

Phone: 6304075023
 Fax:
 Email: shanita.thompson@dupagecounty.gov

Travis Oberweis

290 Davidson Avenue
 Somerset, NJ 08873
 Phone: 888-744-4084
 Fax:
 Email: Travis_Oberweis@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 HP ZBook Studio G10 Mobile Workstation - Wolf Pro Security - Intel Core i7 - 13800H / up to 5.2 GHz - Win 11 Pro - RTX A1000 - 32 GB RAM - 1 TB SSD NVMe, TLC - 16" OLED touchscreen 3840 x 2400 (WQUXGA) - IEEE 802.11b, IEEE 802.11a, IEEE 802.11g, IEEE 802 HP, Inc. - Part#: 894F6UT#ABA Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: TOUCHSCREEN OPTION	20	\$2,364.37	\$47,287.40
2 Electronic HP Care Pack Next Business Day Active Care Servic HP, Inc. - Part#: U17XRE Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI	20	\$83.33	\$1,666.60
3 HP EliteBook 860 G11 Notebook - Wolf Pro Security - Intel Core Ultra 7 - 165U / up to 4.9 GHz - vPro - Win 11 Pro - Intel Graphics - 16 GB RAM - 512 GB SSD NVMe, TLC - 16" IPS 1920 x 1200 - IEEE 802.11b, IEEE 802.11a, IEEE 802.11g, IEEE 802.11n, IEEE 802 HP, Inc. - Part#: A14SKUT#ABA Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: In stock	285	\$1,128.25	\$321,551.25
4 Electronic HP Care Pack Premium+ Onsite Support with Telemetry - Extended service agreement - parts and labor - 3 years - on-site - 9x5 - response time: NBD - for Elite x360; EliteBook 1040 G11, 83X G11, 845 G7, 84X G11, 86X G11 HP, Inc. - Part#: U85XBE Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI	285	\$72.92	\$20,782.20
5 HP EliteBook 860 G11 - Intel - Core Ultra 7 - 155U - 1.7GHz - 16Inch - Touch Screen - 1920 x 1200 - DDR5 - 16GB RAM - PCIe NVMe - No Hard Drive Capacity / HDD HDD - 512GB SSD - No Hard Drive / Spindle Speed - No Optical Storage Type - AC Adapters - 65Wat HP, Inc. - Part#: A6TE3UT#ABA Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: In stock	145	\$1,049.07	\$152,115.15

6	Electronic HP Care Pack Premium+ Onsite Support with Telemetry - Extended service agreement - parts and labor - 3 years - on-site - 9x5 - response time: NBD - for Elite x360; EliteBook 830 G11, 835 G11, 840 G11, 845 G11, 860 G11, 865 G11 HP, Inc. - Part#: U85WME Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI	145	\$140.62	\$20,389.90
7	HP USB-C Dock G5 U.S. - English localization - Windows 10; Windows 11; macOS; Chrome OS - One-year limited warranty. HP, Inc. - Part#: 5TW10AA#ABA Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: In stock	285	\$125.53	\$35,776.05
8	Acer Vero B247Y Ebmiprxx - B7 Series - LED monitor - 23.8" - 1920 x 1080 Full HD (1080p) @ 75 Hz - VA - 250 cd/m - 4 ms - HDMI, VGA, DisplayPort - speakers - black Acer - Part#: UM.QB7AA.E02 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: In stock	432	\$150.59	\$65,054.88
			Total	\$664,623.43

Additional Comments

Please Note: HP, Inc. has a zero returns policy on custom build PCs. Ink and toner are also considered non-returnable. For these products, orders are non-cancellable and non-returnable from point of order.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

**Solicitation Number: RFP #121923****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and SHI International Corp., 290 Davidson Ave., Somerset, NJ 08873 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Technology Products and Services with Related Solutions from which Supplier was awarded a contract in Category 1.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires February 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract. "Equipment" and "Products" shall mean the third-party software, computer peripherals, computer hardware, and associated IT services resold by Vendor and provided by third parties. "Services" shall mean all professional services provided by Vendor under of a Statement of Work. "Statement of Work" or "SOW" shall mean a document mutually agreed upon between the Vendor and the Member that references these terms and conditions and describes the Services to be provided, the associated schedule and price, and any special conditions applicable to that SOW.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances. In addition, Supplier warrants the Services are free from material defects for ninety (90) days commencing with final acceptance of Services unless otherwise specified in a SOW (the "Warrant Period"). WARRANTY. Participating Entity agrees to look solely to the manufacturer to reach a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED, HEREUNDER VENDOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THIS DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY A MANUFACTURER.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities, in accordance with the Supplier's Return Policy, which can be found at www.SHI.com/ReturnPolicy. Participating Entities reserve the right to inspect the Equipment and Products within 3 business days time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity subject to the Supplier's Return Policy.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract. Participating Entities may be required to sign a separate agreement, rider, Ender User License Agreement ("EULA"), or Service Level Agreement as required by manufacturers to acknowledge terms of use for specific products and/or services. The Supplier will not become a party to terms between the manufacturer and the purchasing Participating Entity or end user of such products or services.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone

agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;

- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcwell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract upon thirty (30) days' advance notice to Supplier. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.
- B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.
- C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.
- D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.
- E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.
- F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of the Supplier's negligence, willful misconduct, or violation of law, in the course of their performance of this Contract by the supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to under this Contract. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORSEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NEITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT TORT OR OTHER THEORY WILL EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY SOURCEWELL TO VENDOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with

such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, Sourcewell may terminate Contract as stated herein.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident
 \$500,000 policy limit for bodily injury by disease
 \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage
 \$1,000,000 Personal and Advertising Injury
 \$2,000,000 aggregate for products liability-completed operations
 \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer’s Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier’s professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event
 \$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-

1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is

hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and

disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or

liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

SHI International Corp.

Signature on File

Signature on File

By: _____

By: _____

Jeremy Schwartz

Kristina Mann

Title: Chief Procurement Officer

Title: Sr. Manager Contracts

Date: 3/20/2024 | 10:15 AM CDT

Date: 3/20/2024 | 11:14 AM EDT

RFP 121923 - Technology Products and Services with Related Solutions

Vendor Details

Company Name: SHI International Corp.
Does your company conduct business under any other name? If yes, please state: New Jersey
Address: 290 Davidson Ave.
Somerset, New Jersey 08873
Contact: Tory Pubylski
Email: victoria_pubylski@shi.com
Phone: 512-983-6502
Fax: 512-983-6502
HST#: 22-3009648

Submission Details

Created On: Tuesday October 31, 2023 09:50:21
Submitted On: Tuesday December 19, 2023 15:26:51
Submitted By: Tory Pubylski
Email: victoria_pubylski@shi.com
Transaction #: bca2ca3b-8372-44f0-8925-989cf0fc15f1
Submitter's IP Address: 161.69.54.14



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: Jul 26, 2024

Bid/Contract/PO #: _____

Company Name: SHI International Corp.	Company Contact: David Broaden
Contact Phone: 888-764-8888	Contact Email: David_Broaden@shi.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 Joanna York

Title Sr. Lead Contract Specialist

Date Jul 26, 2024

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



Technology Requisition \$30,000 and Over

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

File #: TE-P-0011-24

Agenda Date: 8/6/2024

Agenda #: 21.C.

AWARDING RESOLUTION ISSUED TO
GARTNER, INC.
FOR TWO (2) SUBSCRIPTIONS
FOR INFORMATION TECHNOLOGY
(CONTRACT TOTAL AMOUNT \$141,685.00)

WHEREAS, the County of DuPage by virtue of its power set forth in the Counties Code (55 ILCS 5/1-1001 *et seq.*) is authorized to enter into this Agreement; and

WHEREAS, pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/2), the County is authorized to enter into a Joint Purchasing Agreement for one (1) subscription for CIOs Individual Access and one (1) subscription for Technical Professionals - Advisor Small and Midsize Business Enterprise Access; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the NASPO Contract #186840, the County of DuPage will contract with Gartner, Inc.; and

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract to Gartner, Inc., for one (1) subscription for CIOs Individual Access and one (1) subscription for Technical Professionals - Advisor Small and Midsize Business Enterprise Access, for the period of October 1, 2024 through September 30, 2025, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for one (1) subscription for CIOs Individual Access and one (1) subscription for Technical Professionals - Advisor Small and Midsize Business Enterprise Access, for the period of October 1, 2024 through September 30, 2025, for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to Gartner, Inc., 56 Top Gallant Road, Stamford, CT 06904, for a contract total amount not to exceed \$141,685.00, per contract pursuant to the NASPO Contract #186840.

Enacted and approved 13th day of August, 2024 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#: 24-2027	RFP, BID, QUOTE OR RENEWAL #: Service Order #Q-00192036	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$141,685.00
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 08/06/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$141,685.00
	CURRENT TERM TOTAL COST: \$141,685.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Gartner, Inc.	VENDOR #: 13100	DEPT: IT	DEPT CONTACT NAME: Anthony McPhearson
VENDOR CONTACT: Kathryn McGirk	VENDOR CONTACT PHONE: (630) 329-5346	DEPT CONTACT PHONE #: 630-407-5005	DEPT CONTACT EMAIL: Anthony.McPhearson@dupagecounty.gov
VENDOR CONTACT EMAIL: kathryn.mcgirk@gartner.com	VENDOR WEBSITE: gartner.com	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Two (2) subscriptions, one (1) for "CIOs Individual Access" and one (1) for "Technical Professionals-Advisor Small and Midsize Business Enterprise Access", totaling \$141,685, per NASPO Contract #186840.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished. These subscriptions will provide access to a large library of world class, objective, independent research reports, personal interaction with some of the best analysts in their fields, training webinars, and other resources on a variety of IT topics.			

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. Gartner holds a NASPO agreement with multiple states including the State of Illinois to provide a service not offered by any other vendor.
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). Staff recommends a continued partnership with Gartner as they provide access to an online database containing IT research articles, business advice, research, and data, as well as advisory services, workshops, and conferences on IT related topics, which has proven beyond beneficial for our IT department and staff.

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: Gartner, Inc.	Vendor#: 13100	Dept: IT	Division:
Attn: Kathryn McGirk	Email: purchaseorders@gartner.com kathryn.mcgirk@gartner.com	Attn: Sarah Godzicki	Email: itap@dupagecounty.gov
Address: 56 Top Gallant Road	City: Stamford	Address: 421 N. County Farm Road	City: Wheaton
State: CT	Zip: 06904	State: IL	Zip: 60187
Phone: (630) 329-5346	Fax:	Phone: 630-407-5037	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SAME AS ABOVE	Vendor#:	Dept: IT	Division:
Attn:	Email:	Attn: Anthony McPhearson	Email: Anthony.McPhearson@dupagecounty.gov
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5005	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Oct 1, 2024	Contract End Date (PO25): Sep 30, 2025

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		CIOs Individual Access and Technical Professionals - Advisor Small and Midsize Business Enterprise Access 10/01/24 - 09/30/25	FY24	1000	1110	53020		141,685.00	141,685.00
										Requisition Total	\$ 141,685.00

FY is required, ensure the correct FY is selected.

<i>Comments</i>	
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 make invoice date to allow invoices for payment 08/01/2024. Please send PO to Sarah Godzicki and copy 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.



GARTNER SERVICE ORDER (“SO”) Q-00192036

Gartner	Client (Sold To)	Client (Bill To)
GARTNER, INC. 56 TOP GALLANT ROAD STAMFORD, CT 06902-7700 UNITED STATES	COUNTY OF DU PAGE 421 N COUNTY FARM RD WHEATON, ILLINOIS 60187-3978 UNITED STATES	ANTHONY MCPHEARSON COUNTY OF DU PAGE 421 N COUNTY FARM RD WHEATON, IL 60187-2553 UNITED STATES anthony.mcphearson@dupageco.org

1. ORDER SCHEDULE

Client agrees to subscribe to Gartner for the Services listed in the table below. Each Service Period is 12 months unless specified in the Order Schedule.

Service Name/ Level of Access	Quantity	Licensed User	Total Service Period (Months)	Service Start/End	Service Period 1
CIOs Individual Access	1	Anthony Mcphearson	12	1-OCT-2024 30-SEP-2025	USD 69,173.00
Technical Professionals-Advisor Small and Midsize Business Enterprise Access	1	Richard Burnson	12	1-OCT-2024 30-SEP-2025	USD 72,512.00
Total Service Period Fee Exclusive Of Applicable Tax					USD 141,685.00

2. SERVICE DESCRIPTIONS

Service Name/Level of Access	Service Description URLs
CIOs Individual Access	https://sd.gartner.com/sd_cio_individual_advisor.pdf
Technical Professionals-Advisor Small and Midsize Business Enterprise Access	https://sd.gartner.com/sd_techpro_advisor_smb.pdf

3. PAYMENT TERMS

Payment Terms	Billing Schedule	PO Number Required on Invoice
Net 30	Annual in advance	Select Yes/No: <input type="checkbox"/> Yes <input type="checkbox"/> PO Number: _____

If Client requires a Purchase Order (“PO”) number to be included on Gartner’s invoice for payment, “yes” must be checked and the PO number entered in the table above. Failure to do so may result in delayed access to Services. Should Client require an annual PO number for multi-year Service Orders, Client must provide the new PO number at least 30 days prior to the beginning of each subsequent Service Period. The original PO number will be used for subsequent invoices if a new PO number is not provided. Regardless of whether Client provides a PO number, Client remains obligated to pay the Total Fee for all Service Periods in Section 1. Any pre-printed or additional terms included on the PO shall be inapplicable and of no force or effect. Any notices, notifications, or subsequent POs are to be sent to americascontracts@gartner.com.

Client agrees to pay any sales, use, value-added, or other tax or charge imposed or assessed by any governmental entity upon the sale, use or receipt of Services, with the exception of any taxes imposed on the net income of Gartner.

4. SERVICE TERMS

This Service Order is governed by the Participating Addendum to NASPO #186840 between Gartner, Inc. and State of Illinois dated 31-Oct-23 (“Agreement”) and constitutes the entire agreement between Gartner, on behalf of itself and its Affiliates, and Client for the Services. All defined terms not defined in this Service Order are defined in the Agreement. For the purposes of this Service Order, all references to “Service Agreement” in the Agreement shall be a reference to this Service Order.

COUNTY OF DU PAGE

GARTNER, INC.

Client Signature

Gartner Signature

Anthony McPhearson
Print Name

Print Name

CIO
Title

Title

Date

Date

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT
IT RESEARCH & ADVISORY SERVICES
Administered by the State of Minnesota (hereinafter "Lead State")**

MASTER AGREEMENT

Gartner, Inc. (hereinafter "Contractor")

Master Agreement No: 186840 (hereinafter "Master Agreement")

And

The State of Illinois (hereinafter "State" or "Participating State/Entity")

Page 1 of 10

1. Scope: This Participating Addendum ("PA") covers the NASPO ValuePoint Cooperative Purchasing contract led by the State of Minnesota for use by state agencies and other entities located in the State of Illinois authorized by that state's statutes to utilize State contracts with the prior approval of the Illinois Chief Procurement Officer for General Services ("Illinois CPO"). Purchase Orders placed from this Participating Addendum are limited exclusively to products and services available from Gartner, Inc.

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 Illinois CPO.

3. Participating State Modifications or Additions to Master Agreement: The following changes are modifying or supplementing the Master Agreement terms and conditions. These modifications and additions apply only to actions and relationships within the State of Illinois.

3.1. Joint and Cooperative Purchasing:

3.1.1. The services or supplies purchased subject to the PA shall be rendered directly to each governmental unit or qualified not-for-profit agency.

"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 in Illinois which has the power to tax or any other public entity created by Illinois statute.

"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.

3.1.2. Contractor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in the Master Agreement for the items in the PA to the State and all authorized governmental units and qualified not-for-profit agencies.

3.1.3. Contractor shall bill each governmental unit or qualified not-for-profit agency separately for its actual share of the costs of the supplies or services purchased pursuant to a Purchase Order or other similar State purchasing document such as its Basic Ordering Agreement (cumulatively referred to herein as "PO"). All terms and conditions in this PA apply with full force and effect to all Pos. 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.

3.2 Subcontractors

3.2.1. Contractors must receive prior written approval before use of any subcontractors in the performance of this contract. For purposes of this Section 3.2, a subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract, and which is specifically hired to perform all or part of the work covered by this PA or a PO.

Will subcontractors be utilized? Yes ___ No X

3.2.2 If at any time during the term of the PA, Contractor adds or changes any subcontractors, Contractor will be required to promptly notify the State, in writing, of the names, addresses, and the expected amount of money that each new or replaced subcontractor will receive pursuant to the PA or any PO, together with a description of the work to be performed by the subcontractor. Any subcontracts entered into prior to award of the PA and a subsequent PO are done at the Contractor's and subcontractor's risk.

3.2.3 Any subcontractors must include the same certifications that Contractor must make as a condition of this PA Contractor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

3.3 Where Services are to be Performed. All Services shall be performed in the United States. If the Contractor performs the services purchased here under in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by the Contractor.

3.4 Schedule of Work. Any work performed on State premises shall be done during the hours designated by the State, or the State of Illinois entity that is a party to the PO, and performed in a manner that does not interfere with the state and its personnel.

3.5 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.

3.6. Term. This contract has an initial term of Last Date of Execution for a period of one (1) year. There are no renewal options available.

3.6.1 In no event will the total term of the PA., including the initial term, any renewal terms and any extensions, exceed one (1) year.

3.6.2 Contractor shall not commence billable work in furtherance of the PA or any PO prior to final execution of each, except when permitted pursuant to 30 ILCS 500/20-80.

3.7 Termination for Cause. The State may terminate or suspend this PA or any PO, 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 PA or any PO. Contractor shall immediately notify the State of any event that may have a material impact on Contractor's ability to perform the PA or any PO.

3.7.1 If Contractor fails to perform to the State's satisfaction any material requirement of this PA or any PO, is in violation of a material provision of this PA or any PO, or the State determines that the Contractor lacks the financial resources to perform the PA or any PO, 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 or suspend the PA or relevant PO(s) without additional written notice, or (b) enforce the terms and conditions of the Master Agreement, PA, or PO.

3.7.2 For termination or suspension 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.

3.8 Termination for Convenience. The State may, for its convenience and with thirty (30) days' prior written notice to Contractor, terminate this PA or any PO in whole or in part and without payment of any penalty or incurring any further obligation to the Contractor. For clarity, State would not be refunded any of the upfront annual fees paid for the services if the State terminates for convenience.

3.9 Availability of Appropriation. The PA and all POs are contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this PA or any PO, 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 or DoIT reserves funds, or (3) the Agency 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 or available funds for payment. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease and DoIT's election to terminate or suspend, in whole or in part, as soon as practicable. Any suspension or termination pursuant to this section will be effective upon the date of the written notice unless otherwise indicated.

3.10 Payment Terms and Conditions.

3.10.1 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 and Master Agreement shall have no force and effect.

3.10.2 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date or the contract is prior to execution.

3.10.3 Prevailing Wage: As a condition of receiving payment Contractor must (i) be in

compliance with the contract, (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>).

- 3.10.4 Federal Funding:** POs 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 award notice.
- 3.10.5 Invoicing:** By submitting an invoice, Contractor certifies that the supplies or services provided meet all requirements of the PA and applicable PO, and the amount billed and expenses incurred are as allowed in the PA and PO. 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.
- 3.10.6** 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.
- 3.10.7** Contractor shall invoice at the completion of the PO unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.
- 3.11 Assignment.** Neither this PA nor any PO hereunder shall be assigned or transferred, in whole or in part by Contractor, without the prior written consent of the State.
- 3.12 Audit and Retention of Records.** Contractor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract 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 (3) years from the later of the date of final payment under the PA or PO, or completion of the PA or any PO, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Contractor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the State, 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 this PA, PO, or any subcontract 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 or subcontractor's books and records. 30 ILCS 600/20-65.

3.13 Confidential Information. Each Party, including its agents and subcontractors, to this contract 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 contract. Contractor shall presume all information received from the State or to which it gains access pursuant to this contract 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 contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, 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.

3.14 Use and Ownership. There is no work for hire under this contract.

3.15 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 real or personal 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 this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois and 1973 Illinois Attorney General Opinion 78, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

3.16 Insurance. Contractor shall, at all times during the term or the PA, POs, 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 thirty (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.

3.17 Time is of the Essence. Time is of the essence with respect to Contractor's performance of this PA and any POs hereunder. Contractor shall continue to perform its obligations while any dispute concerning the PA or applicable PO is being resolved unless otherwise directed by the State.

3.18 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.

3.19 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 PA or any effected PO without penalty if performance does not resume within thirty (30) days of the declaration.

3.20 Independent Contractor. Contractor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments shall be made on that basis.

3.21 Solicitation and Employment. Contractor shall not employ any person employed by the State during the term of this PA or any PO to perform any work under any PO. Contractor shall give notice immediately to the State if Contractor solicits or intends to solicit State employees to perform any work under this PA or any PO.

3.22 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 PA and any POs. 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 contract.

3.23 Background Check. Contractor affirms that it checks the criminal records of all applicants for felony convictions and misdemeanor convictions involving a violent act or threat of violence within seven (7) years prior to employment, where permitted by law.

Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Contractors and subcontractors, officers, employees or agents performing services on State owned, leased or controlled property. Contractor or subcontractor shall reassign immediately any such individual who, in the reasonable opinion of the State, does not pass the background checks. The background checks shall be in compliance with all federal laws. The State further agrees as follows:

- Use of the information collected will be for the specific purpose of facilitating a background check;
- All information collected will be treated as confidential;
- The State will limit access to the information received and will properly store it in a reasonably secure manner;
- The State will promptly dispose in an appropriate manner all collected information when the purpose for which it was originally collected is no longer valid; and
- State must provide notice and consent forms. Contractor's and subcontractors' officers, employees or agents performing services on state owned, leased or controlled property not

consenting shall be reassigned.

However, in no event can Contractor agree to waive the rights of its employees, nor can Contractor provide the State with any information protected by law, including but not limited to Contractor's background check data.

3.24 Applicable Law.

3.24.1 Prevailing Law. This PA and any POs shall be construed in accordance with and are subject to the laws and rules of the State of Illinois.

3.24.2 Equal Opportunity. The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.

3.24.3 Court of Claims; Arbitration; Sovereign Immunity. Any claim against the State arising out of the Master Agreement, this PA, or any PO 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 dispute arising out of the Master Agreement, this PA, or any POs. The State of Illinois does not waive sovereign immunity by entering into this PA or any POs.

3.24.4 Official Text: The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

3.25 Antitrust 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 PA or any PO, 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.

3.26 Contractual Authority. The Agency that signs any PO for the State of Illinois shall be the only State of Illinois entity responsible for performance and payment under such PO. When the Chief Procurement Officer or authorized designee signs in addition to an agency, they do so as approving officer and shall have no liability to Contractor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Contractor shall have any liability to Contractor for that order.

3.27 Expatriated Entities. Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

3.28 Notices. Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

3.29 Modifications and Survival. Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract 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.

3.30 Performance Record/Suspension. Upon request of the State, Contractor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the PA and any PO. The State may consider Contractor's performance under the POs and compliance with law and rule to determine whether to continue the PA and POs, suspend Contractor from doing future business with the State for a specified period of time, or whether Contractor can be considered responsible on specific future contract opportunities.

3.31 Freedom of Information Act. This PA any POs, 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 (5 LCS 140) notwithstanding any provision to the contrary that may be found in this contract.

3.32 Warranties for Supplies and Services. Contractor warrants that the supplies furnished under this contract will: (a) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (b) be of good title and be free and clear of all liens and encumbrances; and (c) 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.

3.33 Supplemental Terms. Notwithstanding any provision to the contrary in the Contractor's supplemental terms and conditions, the Master Agreement, or in any licensing agreement attached to a PO: (a) the procuring Agency and the State do not waive sovereign immunity; (b) the procuring Agency and the State do not consent to be governed by the laws of any state other than Illinois; (c) the procuring Agency and the State do not consent to be represented in any legal proceeding by any person or entity other than the Illinois Attorney General or his or her designee; (d) the procuring Agency and the State shall not be bound by the terms and conditions contained in any click-wrap agreement, click-wrap license, click-through agreement, click-through license, end user license agreement or any other agreement or license contained or referenced in the software or any quote provided by Contractor, except as attached to this Contract; and (e) the procuring Agency and the State shall not indemnify Contractor or its subcontractors (including any equipment manufacturers or software companies). Contractor shall indemnify the procuring Agency and State pursuant to the terms and conditions of the Indemnification and Liability clause. Contractor's liability shall be governed by the terms and conditions contained in the Indemnification and Liability clause.

3.34 Reporting. Pursuant to Section 7 of the Master Agreement (186840), 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

3.35 Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name: Sophie Dwyer
 Address 56 Top Gallant Road, Stamford, CT 06902
 Telephone +1 614 353 6608 Fax _____
 E-mail sophie.dwyer@gartner.com

Participating Entity

Name: Jennifer Ricker
 Address 120 W. Jefferson Street, Springfield, IL 62702
 Telephone 217-524-6368 Fax _____
 E-mail Jennifer.Ricker@illinois.gov

3.36 Orders. Any Purchase Order placed by governmental units and qualified not-for-profit agencies authorized to use statewide contracts in the State of Illinois for a product and/or service available from the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement, as modified by this PA, as well as this PA, unless the parties to the PO agree in writing that another contract or agreement applies to such order.

3.37 Supplemental Terms. Any supplemental terms provided by a manufacturer, including but not limited to end-user-license-agreements, shall not be applicable to the State unless included in or incorporated by reference into an applicable PO and therein expressly agreed to in writing by the State or purchasing entity.

3.38 Standard Certifications and Disclosures. Contractor agrees to the Standard Certifications and Disclosures in FORMS B, provided in Exhibit A hereto. Contractor agrees that its Disclosures and Conflicts of Interest forms, Illinois Procurement Gateway Sections F, G and I (attached hereto as Exhibit B) are accurate and complete.

3.39 Individual Customer. Each State agency, governmental unit, or qualified not-for-profit agency authorized to use statewide contracts in the State of Illinois, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by this PA, each agency and political subdivision will be responsible to follow the terms and conditions of the NASPO Master Agreement: and they will have the same rights and responsibilities for their purchases as the Lead State has in the NASPO Master Agreement, as amended by this PA. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed for their purchases. The Contractor will apply the charges to each Participating Entity individually.

The Parties to this Participating Addendum are the State of Illinois, acting through the undersigned Agency, and the Contractor. This Participating Addendum ("PA"), 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 PA supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the agreement. This PA, Standard Certifications, and Financial Disclosures and Conflicts of Interest will prevail in the event of a conflict between this PA, Master Agreement, NASPO Valuepoint Solicitation for IT Research and Advisory Services, or Contractor's response to the NASPO Valuepoint Solicitation for IT Research and Advisory Services. This PA can be signed in multiple counterparts upon agreement of the Parties.

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

Participating State: State of Illinois, acting through the Illinois Department of Innovation & Technology	Contractor: Gartner, Inc.
Signature: Signature on File	Signature: Signature on File
Name: / Signature on File <i>Jennifer Ricker by VAD ALEX</i>	Name: Eunice Appiah
Title: <i>Secretary by APD</i>	Title: Associate Contracts Director
Date: <i>9/2/2022</i>	Date: 8/30/2022



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: 07/01/2024

Bid/Contract/PO #: _____

Company Name: Gartner	Company Contact: Kathryn McGirk
Contact Phone: 630-329-5346	Contact Email: Kathryn.mcgirk@gartner.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

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

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

Add Line	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
x	N/A	N/A	N/A

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 read, understood, and agree to comply with the terms, conditions, and requirements of this disclosure statement, and understand these requirements.

Authorized Signature

Signature on File

Printed Name

Kathryn McGirk

Title

Account Executive

Date

01-Jul-2024 | 1:30:21 PM EDT

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



Technology Requisition \$30,000 and Over

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

File #: TE-P-0012-24

Agenda Date: 8/6/2024

Agenda #: 21.D.

AWARDING RESOLUTION ISSUED TO
KARA COMPANY, INC.
FOR MANAGEMENT OF THE COUNTY'S GPS CORS SITES
FOR INFORMATION TECHNOLOGY - GIS DIVISION
(CONTRACT TOTAL NOT TO EXCEED \$39,500.00)

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 Kara Company, Inc., for operation, monitoring, and upgrading software and firmware for seven (7) County GPS CORS sites, for the period of September 1, 2024 through August 31, 2025, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for operation, monitoring, and upgrading software and firmware for seven (7) County GPS CORS sites, for the period of September 1, 2024 through August 31, 2025 for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Kara Company, Inc., 5255 Dansher Road, Countryside, IL 60525, for a contract total amount not to exceed \$ 39,500.00. (Sole provider - KARA Company is the only known vendor for this service.)

Enacted and approved this 13th day of August, 2024 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#: 24-2033	RFP, BID, QUOTE OR RENEWAL #: Quote #30386	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$39,500.00
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 08/06/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$39,500.00
	CURRENT TERM TOTAL COST: \$39,500.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: KARA Company Inc.	VENDOR #: 11029	DEPT: IT - GIS Division	DEPT CONTACT NAME: Tom Ricker
VENDOR CONTACT: Jon Pesek	VENDOR CONTACT PHONE: 708-482-8888	DEPT CONTACT PHONE #: 630-407-5062	DEPT CONTACT EMAIL: tom.ricker@dupagecounty.gov
VENDOR CONTACT EMAIL: jpesek@karaco.com	VENDOR WEBSITE: karaco.com	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Management of the DuPage County GPS CORS sites. This includes operating, monitoring and upgrading of software and firmware for 7 GPS CORS sites, for a total amount of \$39,500, sole source.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Management is needed for the County's 7 GPS CORS sites including the operating, monitoring and upgrading of high precision geodetic control instruments.			

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. KARA has designed & upgraded our CORS network system and the software that works with each of the 7 stations. They monitor each station and are able to diagnose and correct a problem when one of the stations goes down. In almost every case they were able to bring the downed station up within hours because of their familiarity with the system.
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. Yes. Tom Ricker, GIS Manager, has reviewed the local market and cannot find a local company that can maintain system functions and software, has network knowledge, and has the ability to be on-site to correct any problems with the seven individual stations.
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. Tom Ricker spoke with other industry professionals to see if they can fulfill the County's needs. The current GPS units are LEICA, for which KARA is the local dealer, and they include the related Spider Software. In order to switch brands we would need to replace all of the units and related software.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Kara Company Inc	Vendor#: 11029	Dept: IT	Division: GIS
Attn: Jon Pesek	Email: jpesek@karaco.com	Attn: Sarah Godzicki	Email: itap@dupagecounty.gov
Address: 5255 DanSher Road	City: Countryside	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60525	State: IL	Zip: 60187
Phone: 708-482-8888	Fax: 708-482-7171	Phone: 630-407-5037	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SAME AS ABOVE	Vendor#:	Dept: IT	Division: GIS
Attn:	Email:	Attn: Tom Ricker	Email: tom.ricker@dupagecounty.gov
Address:	City:	Address: 421 N. County Farm Rd.	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5062	Fax: 630-407-5555
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Sep 1, 2024	Contract End Date (PO25): Aug 31, 2025

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		Annual maintenance and management of the seven (7) DuPage County GPS CORS Sites. This includes: -Single "point to point" solutions for each individual stations, available for all GPS Users using modern Real Time Kinematic GPS systems. -Detailed usage logs, generated for each user on the system. -Master Auxiliary Concept (MAX) network correction for DuPage County Government units. -Yearly software and firmware maintenance.	FY24	1100	2900	53806		39,500.00	39,500.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 39,500.00

<i>Comments</i>	
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.



QUOTE

Kara Company, Inc.

QUOTE: 30386
DATE: JULY 12, 2024

5255 Dansher Rd. Countryside, IL 60525
Phone 708-482-8888 Fax 708.482.7171
www.karaco.com

TO DPC Info Tech - GIS
421 North County Farm Rd.
Wheaton, IL 60188

SALESPERSON	P.O. NUMBER	PAYMENT TERMS	DUE DATE
Jon Pesek		Net 30 Days	

DESCRIPTION
<p>Real Time Products for the existing reference stations managed by the Kara Company Inc. for the period of September 1, 2024 to August 31, 2025.....\$39,500.00</p> <p>Includes:</p> <p>Single "point to point" solutions for each of the individual stations are available for all GPS Users using modern Real Time Kinematic GPS systems.</p> <p>Detailed usage logs are generated for each user on the system.</p> <p>Master Auxiliary Concept (MAX) network correction for DuPage County Government units.</p> <p>Yearly software and firmware maintenance.</p>

SUBTOTAL	\$39,500.00
SALES TAX	0
TOTAL	\$39,500.00

Make all checks payable to Kara Company
THANK YOU FOR YOUR BUSINESS!

- when it has to be **right**



Leica Geosystems, Inc.
5051 Peachtree Corners Circle, #250
Norcross, GA 30092
Mobile: 319-855-8206
Email: brett.black@leicaus.com

Tuesday, February 27, 2024

To Whom It May Concern,

Please accept this letter as confirmation that KARA Company, based in Countryside, IL is an authorized Distribution Partner for Leica Geosystems' High-end Surveying segment consisting of GNSS, Robotic surveying instruments, MultiStations, field controllers, related field and office software, firmware and CCP (Customer Care Packages).

KARA Company is currently the only authorized Distribution Partner that has a Service Center within the state of Illinois to provide technical service on our high-end survey related instruments.

On behalf of Leica Geosystems, I would like to thank you for your interest in our portfolio of Surveying Solutions. We are confident that KARA Company will provide the highest level of sales, service and support.

If you should have any questions, please feel free to contact me directly.

Regards,
Signature on File

Brett Black
Channel Manager, Survey US

Leica Geosystems Inc.
5051 Peachtree Corners Circle
Norcross, GA 30092
United States

www.leica-geosystems.us



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: July 24, 2024

Bid/Contract/PO #: _____

Company Name: Kara Company, Inc.	Company Contact: Christine Kara
Contact Phone: 708-482-8888	Contact Email: ckara@karaco.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

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

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

Add Line	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
X			

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 Christine Kara
 Title President
 Date July 24, 2024

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



Technology Requisition \$30,000 and Over

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

File #: TE-P-0013-24

Agenda Date: 8/6/2024

Agenda #: 21.E.

AWARDING RESOLUTION ISSUED TO
AT&T MOBILITY II LLC
D/B/A AT&T MOBILITY - NATIONAL ACT
FOR THE ANNUAL LICENSING AND MAINTENANCE OF
AIRWATCH MOBILE DEVICE MANAGEMENT SUITE
FOR INFORMATION TECHNOLOGY
(CONTRACT TOTAL AMOUNT \$32,040.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract to AT&T Mobility II LLC d/b/a AT&T Mobility - National Act, for the annual licensing and maintenance of AirWatch Mobile Device Management Suite to manage smartphones assigned to County employees, for the period of July 1, 2024 through June 30, 2025, for Information Technology

NOW, THEREFORE BE IT RESOLVED, that said contract for the annual licensing and maintenance of AirWatch Mobile Device Management Suite to manage smartphones assigned to County employees, for the period of July 1, 2024 through June 30, 2025, for Information Technology, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to AT&T Mobility II LLC d/b/a AT&T Mobility - National Act, 95 W. Algonquin Road, Arlington Heights, IL 60005, for a contract total amount of \$32,040.00.

Enacted and approved this 13th day of August, 2024, 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#: 24-2028	RFP, BID, QUOTE OR RENEWAL #: AT&T Product Pricing Sheet	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$32,040.00
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 08/06/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$32,040.00
	CURRENT TERM TOTAL COST: \$32,040.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: AT&T Mobility	VENDOR #: 10009	DEPT: IT	DEPT CONTACT NAME: Joe Bulaga
VENDOR CONTACT: Ryan Newsom	VENDOR CONTACT PHONE: 773-556-3752	DEPT CONTACT PHONE #: 630-407-5151	DEPT CONTACT EMAIL: Joseph.Bulaga@dupagecounty.gov
VENDOR CONTACT EMAIL: rn695n@att.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Subscription to VWWare Workspace One - AirWatch Mobile Device Management - IT Purchases Under \$35,000.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Mobile Device Management is required on all County-owned smart phones. This allows IT to manage the phones, and among other things lock or disable phones if lost or stolen, remove County email and files immediately upon termination or separation of an employee and allow a lock code to be reset on a smartphone by IT. This agreement is late due to the recent transition of the VM Ware business entity to Broadcom.			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

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.
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: AT&T Mobility II LLC d/b/a AT&T Mobility - National Act	Vendor#: 10009	Dept: IT	Division:
Attn: Ryan Newsom	Email: rn695n@att.com	Attn: Sarah Godzicki	Email: itap@dupagecounty.gov
Address: 95 W. Algonquin Road	City: Arlington Heights	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60005	State: IL	Zip: 60187
Phone: 773-556-3752	Fax:	Phone: 630-407-5037	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: AT&T Mobility II LLC d/b/a AT&T Mobility - National Act	Vendor#: 10009	Dept: IT	Division:
Attn:	Email:	Attn: Joe Bulaga	Email: Joseph.Bulaga@dupagecounty.gov
Address: PO Box 6463	City: Carol Stream	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60197-6463	State: IL	Zip: 60187
Phone: 262-232-3296	Fax:	Phone: 630-407-5151	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): 07/01/2024	Contract End Date (PO25): 06/30/2025

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	4220I	VMWare Workspace One Standard (including AirWatch) Annual Subscription - Shared Cloud for 1 Device, ASD Support	FY24	1000	1110	53807		32,040.00	32,040.00
										Requisition Total	\$ 32,040.00

FY is required, ensure the correct FY is selected.

<i>Comments</i>	
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 Joe Bulaga 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.



AT&T Product Pricing for DuPage County

July 23rd, 2024

Notice

The following is an AT&T Corporation (“AT&T”) pricing proposal for the specified products and/or service(s) at the listed quantities over the stated term(s). This pricing proposal is based on preliminary information and assumptions made by AT&T and is subject to change. Any changes, additions or deletions to the products, services, quantities, revenue commitments, or terms of the proposed arrangement may result in changes to rates, discounts, credits or other terms contained in this proposal. This pricing proposal does not constitute an offer to contract or an acceptance of Customer requirements or terms and conditions, notwithstanding any provisions to the contrary stated in any RFP, RFQ or other requirement documents.

The information contained in this pricing proposal is highly confidential and proprietary to AT&T and is furnished solely for the use of the Customer to determine whether it will contract with AT&T for the designated products or services.

The information presented herein shall be protected according to the terms of the applicable Nondisclosure Agreement or the confidentiality provisions of a superseding business agreement between Customer and AT&T.

Notwithstanding tentative agreement on this pricing proposal, either party may withdraw from related contract discussions at any time without liability or obligation to the other party.



Submission or acceptance of this pricing proposal does not obligate either party to pay any expenses incurred by the other party.

Any binding agreement between the parties must be in writing and signed by authorized representatives of both parties after negotiation of all necessary and appropriate terms and conditions.

Unless otherwise extended in writing by AT&T, this pricing proposal shall expire at midnight Central U.S.

Time on [August 15, 2024](#).

Product Description	Quantity	AT&T SKU	Term Dates	Price	Total
VMware Workspace ONE, Mobile Essentials Subscription, Shared Cloud for 1 Device, AT&T Support	890	4671S	7/1/24 To 6/30/25	\$36.00	\$32,040.00
Annual Charges:					\$32,040.00

*All prices exclude applicable taxes, fees, and surcharges as well as applicable taxes, fees, and surcharges for required professional services for configuration and training.

End of Document



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: Jun 4, 2024

Bid/Contract/PO #: _____

Company Name: FirstNet Built With AT&T	Company Contact: Ryan Newsom
Contact Phone: 773-556-3752	Contact Email: rn695n@att.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 Ryan Newsom

Title Client Solutions Executive III Mobility

Date Jun 4, 2024

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



Technology Requisition \$30,000 and Over

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

File #: TE-P-0014-24

Agenda Date: 8/6/2024

Agenda #: 21.F.

AWARDING RESOLUTION ISSUED TO
CARAHSOFT TECHNOLOGY GROUP
FOR UIPATH ROBOTICS PROCESS AUTOMATION LICENSING
FOR INFORMATION TECHNOLOGY
(CONTRACT TOTAL AMOUNT \$31,360.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract to Carahsoft Technology Group, for UiPath Robotics Process Automation licensing, for the period of August 14, 2024 through August 13, 2025, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that said contract is for UiPath Robotics Process Automation licensing, for the period of August 14, 2024 through August 13, 2025 for Information Technology, exempt from bidding per 55 ILCS 5/5-1022 'Competitive Bids' (D) IT/Telecom Purchases Under \$35,000, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Carahsoft Technology Group, 11493 Sunset Hills Road, Reston, Virginia 20190, for a contract total amount of \$31,360.00.

Enacted and approved this 13th day of August, 2024 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#: 24-1903	RFP, BID, QUOTE OR RENEWAL #: Quote #43481918	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$31,360.00
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 08/06/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$31,360.00
	CURRENT TERM TOTAL COST: \$31,360.00	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: Shanita Thompson
VENDOR CONTACT: Gabriella Casey	VENDOR CONTACT PHONE: 5716687058	DEPT CONTACT PHONE #: 630-407-5000	DEPT CONTACT EMAIL: Shanita.Thompson@dupagecounty.gov
VENDOR CONTACT EMAIL: Gabriella.Casey@Carahsoft.com	VENDOR WEBSITE: carahsoft.com	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Purchase of UIPath Robotics Process Automation (RPA) tools, being purchased using the NASPO Master Contract AR2472 pricing through Carahsoft, Inc. This is also exempt from bidding per 55 ILCS 5/5-1022 'Competitive Bids' (D) IT/Telecom Purchases Under \$35,000.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To enhance efficiency, accuracy, and cost-effectiveness in business operations while achieving strategic objectives such as improved customer service, better workforce utilization, and fostering innovation			

SECTION 2: DECISION MEMO REQUIREMENTS	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. PER 55 ILCS 5/5-1022 'COMPETITIVE BIDS' (D) IT/TELECOM PURCHASES UNDER \$35,000.00
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO	
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.
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: Gabriella Casey	Email: Gabriella.Casey@carahsoft.com	Attn: Sarah Godzicki	Email: Sarah.Godzicki@dupagecounty.gov
Address: 11493 Sunset Hills Road	City: Reston	Address: 421 N. County Farm Road	City: Wheaton
State: Virginia	Zip: 20190	State: Illinois	Zip: 60187
Phone: 5716687058	Fax: 7038718505	Phone: 630-407-5037	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Carahsoft Technology Corp	Vendor#:	Dept: Information Technology	Division:
Attn: Gabriella Casey	Email: Gabriella.Casey@carahsoft.com	Attn: Shanita Thompson	Email: Shanita.Thompson@dupagecounty.gov
Address: 11493 Sunset Hills Road	City: Reston	Address: 421 N. County Farm Road	City: Wheaton
State: Virginia	Zip: 20190	State: Illinois	Zip: 60187
Phone: 5716687058	Fax: 7038718505	Phone: 630-407-5000	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Aug 14, 2024	Contract End Date (PO25): Aug 13, 2025

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		UiPath - Flex - Attended, Automation Developer, Unattended Robot	FY24	1000	1110	53806		31,360.00	31,360.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 31,360.00

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 & Shanita Thompson and copy both when emailing 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.



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: Jun 18, 2024

Bid/Contract/PO #: _____

Company Name: Carahsoft Technology Corp.	Company Contact: Gabriella Casey-Account Representative
Contact Phone: 703-871-8500	Contact Email: contracts@carasoft.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

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

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

Add Line	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
x			

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

Jack Blumenthal

Title

Team Lead

Date

Jun 18, 2024

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

PRICE QUOTATION

CARASOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARASOFT.COM | UiPath@CARASOFT.COM



TO: Shanita Thompson
 Dupage County
 501 N County Farm Rd
 Wheaton, IL 60187 USA

FROM: Gabriella Casey
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: shanita.thompson@dupagecounty.gov

EMAIL: Gabriella.Casey@Carahsoft.com

PHONE: (630) 407-5023

PHONE: (571) 668-7058

TERMS: Contract Number: 18CPOGS006
 NASPO Master Contract Number: AR2472
 Contract Term: 08/07/2017 to 09/16/2026
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 60 (On Approved Credit)
 Sales Tax May Apply

QUOTE NO:	43481918
QUOTE DATE:	07/02/2024
QUOTE EXPIRES:	08/15/2024
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	\$31,360.00
TOTAL QUOTE:	\$31,360.00

LINE NO.	PART NO.	DESCRIPTION	COOP	QUOTE PRICE	QTY	EXTENDED PRICE
1	UIFDANU0000-880	UiPath - Flex - Attended - Named User (12 Month Term) UiPath, Inc. - UIFDANU0000 Start Date: 08/14/2024 End Date: 08/13/2025	\$1,568.00	\$1,568.00	COOP 2	\$3,136.00
2	UIFDADNU000-880	UiPath - Flex - Automation Developer - Named User (12 Month Term) UiPath, Inc. - UIFDADNU000 Start Date: 08/14/2024 End Date: 08/13/2025	\$4,312.00	\$4,312.00	COOP 2	\$8,624.00
3	UIFDUR00000-880	UiPath - Flex - Unattended Robot (12 Month Term) UiPath, Inc. - UIFDUR00000 Start Date: 08/14/2024 End Date: 08/13/2025	\$9,800.00	\$9,800.00	COOP 2	\$19,600.00
SUBTOTAL:						\$31,360.00
TOTAL PRICE:						\$31,360.00
TOTAL QUOTE:						\$31,360.00

Please reference Carahsoft quote number on your order

This quote is governed by the UiPath General Terms (GT) located at the following web address:
https://static.carahsoft.com/concrete/files/8817/1710/2342/Public_Sector_EULA__Cloud_Addendum_.pdf



Technology Requisition \$30,000 and Over

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

File #: TE-P-0009-24

Agenda Date: 8/6/2024

Agenda #: 21.A.

AWARDING RESOLUTION ISSUED TO
INSIGHT PUBLIC SECTOR
FOR KNOWBE4 SOFTWARE
FOR INFORMATION TECHNOLOGY
(CONTRACT TOTAL AMOUNT \$31,296.00)

WHEREAS, the County of DuPage by virtue of its power set forth in the Counties Code (55 ILCS 5/1-1001 *et seq.*) is authorized to enter into this Agreement; and

WHEREAS, pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/2), the County is authorized to enter into a Joint Purchasing Agreement for KnowBe4 software; and

WHEREAS, pursuant to the Intergovernmental Agreement between the County of DuPage and Omnia Partners, the County of DuPage will contract with Insight Public Sector; and

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract to Insight Public Sector, for KnowBe4 software for cybersecurity awareness training and phishing testing, for the period of October 29, 2024 through October 28, 2025, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for KnowBe4 software for cybersecurity awareness training and phishing testing, for the period of October 29, 2024 through October 28, 2025, for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to Insight Public Sector, PO Box 731072, Dallas, TX 75373-1072, for a contract total amount not to exceed \$31,296.00, per contract pursuant to the Omnia Partners Contract #23-6692-03.

Enacted and approved this 13th day of August, 2024 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#: TE-P-0009-24	RFP, BID, QUOTE OR RENEWAL #: Quote #0227586635	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$31,296.00
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 08/06/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$31,296.00
	CURRENT TERM TOTAL COST: \$31,296.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Insight Public Sector	VENDOR #: 10809	DEPT: Information Technology	DEPT CONTACT NAME: Michelle Amanti
VENDOR CONTACT: Bob Erwin	VENDOR CONTACT PHONE: 480-366-7058	DEPT CONTACT PHONE #: 630-407-5020	DEPT CONTACT EMAIL: michelle.amanti@dupagecounty.gov
VENDOR CONTACT EMAIL: bob.erwin@insight.com	VENDOR WEBSITE: www.insight.com	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Procurement of KnowBe4 software for cybersecurity awareness training and phishing testing. Purchasing using OMNIA Partners contract #23-6692-03.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Cybersecurity awareness training is required by cyber insurance providers and is an important part of the County's cybersecurity plan.			

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. We are using OMNIA Partners contract (#23-6692-03)
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. Purchase through Insight using contract pricing. We have contracted with Insight for the past four years for KnowBe4 security training at the lowest available cost with positive results. 2. Do not make the purchase, causing lack of security training and awareness for DuPage County employees, possible increased insurance costs, and putting the County network at a high security risk. Staff recommends utilizing the contract pricing.

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: Insight Public Sector	Vendor#: 10809	Dept: Information Technology	Division:
Attn: Bob Erwin	Email: bob.erwin@insight.com	Attn: Sarah Godzicki	Email: ITAP@dupagecounty.gov
Address: 2701 E. Insight Way	City: Chandler	Address: 421 N. County Farm Rd.	City: Wheaton
State: AZ	Zip: 85286	State: IL	Zip: 60187
Phone: 480-366-7058	Fax:	Phone: 630-407-5037	Fax: 630-407-5001
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Insight Public Sector	Vendor#: 10809	Dept: Information Technology	Division:
Attn:	Email: ach@insight.com	Attn: Michelle Amanti	Email: michelle.amanti@dupagecounty.gov
Address: PO Box 731072	City: Dallas	Address: 421 N. County Farm Rd.	City: Wheaton
State: TX	Zip: 75373-1072	State: IL	Zip: 60187
Phone: 480-333-3102	Fax: 480-760-7043	Phone: 630-407-5020	Fax: 630-407-5001
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Oct 29, 2024	Contract End Date (PO25): Oct 28, 2025

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	2400	EA	KMSATP-N- F12-G-DPC	KNOWBE4 SECURITY AWARENESS TRAINING SUBSCRIPTION PLATINUM	FY24	1000	1110	53807		13.04	31,296.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 31,296.00

<i>Comments</i>	
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.
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.

SOLD-TO PARTY 10249616

DUPAGE COUNTY
 421 N COUNTY FARM RD
 WHEATON IL 60187-3978

SHIP-TO

DUPAGE COUNTY
 421 N COUNTY FARM RD
 WHEATON IL 60187-3978

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Electronic Delivery
Terms of Delivery : FOB DESTINATION
Currency : USD

Quotation	
Quotation Number	: 0227586635
Document Date	: 15-JUL-2024
PO Number	:
PO release:	:
Sales Rep	: Bob Erwin
Email	: BOB.ERWIN@INSIGHT.COM
Telephone	: +14803667058
Sales Rep 2	: Lia Paredes
Email	: LIA.PAREDES@INSIGHT.COM
Telephone	: +14809021145

Material	Material Description	Quantity	Unit Price	Extended Price
KMSATP-N-F12-G-DPC	KNOWBE4 SECURITY AWARENESS TRAINING SUBSCRIPTION PLATINUM Coverage Dates: 29-OCT-2024 - 28-OCT-2025 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 15.99 Discount: 18.449%	2,400	13.04	31,296.00

Product Subtotal	31,296.00
TAX	0.00
Total	31,296.00

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

Sincerely,

Bob Erwin
 +14803667058
BOB.ERWIN@INSIGHT.COM

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

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

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

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

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

Cobb County

Contract # 23-6692-03

for

Technology Product Solutions and Related Services

with

Insight Public Sector

Effective: May 1, 2023

The following documents comprise the executed contract between the Cobb County, and Insight Pubic Sector effective May 1, 2023:

- I. Executed Master Agreement
- II. Supplier's Response to the RFP, incorporated by reference

Reference Number	
Reference Depart.	Purchasing Department

Master Agreement

Owner: Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Contractor: Insight Public Sector, Inc.
2701 E. Insight Way
Chandler, AZ 85286

Description: **TECHNOLOGY PRODUCT SOLUTIONS AND RELATED SERVICES:** The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid #23-6692 ("the RFP") and the Contractor's Proposal submitted October 13, 2022, which is incorporated herein by reference.

OMNIA PARTNERS, PUBLIC SECTOR: Supplier agrees to extend Goods and/or Services to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit) ("Public Agencies") registered with OMNIA Partners, Public Sector ("Participating Public Agencies") under the terms of this agreement ("Master Agreement").

Governing Law: This Agreement shall be governed by the laws of the State of Georgia. As to any dispute hereunder, venue shall be in the Superior Court of Cobb County, Georgia.

Term: This Agreement shall begin on May 1, 2023, the Effective Date, for a period of thirty-six months, and shall automatically terminate and renew for two (2) additional twelve (12) month periods and shall terminate absolutely on April 30, 2028, unless earlier terminated as provided herein. Pursuant to O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which it was executed and at the close of each succeeding calendar for which it may be renewed. The Parties reserve the right to renew, amend or extend the Agreement for additional terms. Either party may terminate this Agreement for convenience and/or due to lack of funding at the end of each annual term.

Price: Prices for services and equipment, if applicable, as stated in the Contractor's proposal

Billing: For purchases made by Cobb County Government, all original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for items received during the period covered by the invoice and shall clearly identify such items in accordance with invoicing guidelines in the Sealed Bid Proposal. For purchases made by participating public agencies, the Contractor shall comply with each agency's invoicing and billing requirements outlined on the applicable order.


{SIGNATURES ON NEXT PAGE}

IN WITNESS, WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above written.

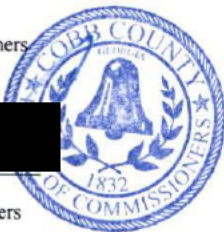


Cobb County... Expect the Best!

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090


Lisa N. Cupid, Chairwoman
Cobb County Board of Commissioners


5/5/23
Date



APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS

3/14/23

Insight Public Sector, Inc.
2701 E. Insight Way
Chandler, AZ 85286


Authorized Signature


President
Title

4/4/2023
Date

FEDERAL TAX ID NUMBER

36-3949000

Approved as to form


County Attorney's Office

April 25, 2023
Date



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: 7/29/2024

Company Name: Insight Public Sector, Inc.	Company Contact: Bob Erwin
Contact Phone: 480.366.7058	Contact Email: TeamIL@insight.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

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

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

Add Line	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
x			

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 Erica Falchetti

Title Director, Public Sector

Date 7/29/2024

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



Authorization to Travel

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

File #: 24-2029

Agenda Date: 8/6/2024

Agenda #: 7.A.



DuPage County Employee Overnight Business Travel Expense Reimbursement Request

This expense form is used to request advance approval for County reimbursement of **overnight travel expenses**. Advance approval is required for County reimbursement for all overnight travel whether in-state or out-of-state. After travel is completed, a separate [Overnight Business Travel Report Form](#) must be completed and submitted to receive reimbursement for travel expenses.

Elected Officials subject to 50 ILCS 150/15 should not use this Overnight Business Travel Request Form. [Applicable form for Elected Officials subject to 50 ILCS 150/15.](#)

Do not use this form for travel that does not include an overnight stay. Advance approval is not required for travel that does not include an overnight stay.

Written documentation is not required for approval prior to travel. However, complete itemized documentation is required for reimbursement after travel.

Please review the [County's Business Travel Expense Policy](#) before completing this form.

The County's Business Travel Expense Policy : ["Yes"]

Employee Name: [REDACTED]

Employee Email Address: [REDACTED]@dupagecounty.gov

Department: Information Technology

Supervisor Email: Richard.Burnson@dupagecounty.gov

Description of the Requested Business Travel

Description of conference, training or other out of town event: VMware Explore is the industry's essential cloud event (conference) that enables attendees to efficiently modernize infrastructure, accelerate app development and protect everything, everywhere. This conference is hosted by VMware and is hosted annually in the United States. For 2024, the conference is held at "THE VENETIAN" in Las Vegas, Nevada from Monday August 26th to Thursday August 29th. DuPage County is a VMware product customer and I manage the DuPage County IT's VMware vSAN products.

Start date of conference, training or other out of town event: 08-26-2024

End date of conference, training or other out of town event: 08-29-2024

Departure travel date: 08-26-2024

Return travel date: 08-29-2024

If travel dates extend before or after the dates related to the purpose of travel, explain why the additional travel days are necessary: N/A

Estimate of costs for the requested business travel

Budget Account Code: 1000-1110-53510

Registration fees for conference, training or event: \$1995

Form of Payment: Invoiced to county

Estimated transportation cost to and from location: \$280

Describe methods of transportation to and from location: 90 Uber to Airport, \$50 Uber to Hotel, \$50 Uber to Airport (Return), \$90 Uber to Home (Return)

Rental Vehicle request:

Provide estimated rental car cost: \$

Describe reason(s) for vehicle rental:

Business Travel Expense Policy - Supplemental Insurance:

Total Estimated Lodging Costs: \$750

Description of lodging needs, including number of nights and cost per night: \$250/night. 3 nights total.
Monday check in. Thursday morning check out.

Meal Per Diem Policy

See **Business Travel Expense Policy Section 6.0** regarding meal per diems. Individual meals, **including room service**, are not reimbursable and meal receipts are not required or accepted. Tips are included in the per diem and are not reimbursable. Per diems are paid at 100% of applicable GSA CONUS rates for non-travel days and at 75% of applicable GSA CONUS rates for the travel day at the beginning of the trip and the travel day for returning from the trip.

See the per diem rates at <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

Estimate Total Per Diem expenses: \$242

Estimate such additional expenses: \$0

Describe expected additional expenses:

Estimated total cost of the requested Overnight Business Travel: \$3267

Confirmation and Submission

By typing my name below, the employee submitting this request certifies that the information provided herein accurately describes the proposed business travel and the requested travel expenses are my best estimate of the costs and expenses related to that travel. I understand that this request requires advance approval by my Department Head and the Parent Committee Chair (if the total is not more than \$2,500) or the Parent Committee (if the total is more than \$2,500).

Employee Name: [REDACTED]

Instructions for Immediate Supervisor other than Department Head

Please review this Overnight Business Travel Request Form. If you approve the requested travel, please forward the form by email to the Department Head and indicate your approval.

Instructions for Department Head

Please review this Overnight Business Travel Request Form. If you approve the requested travel, please print this form, sign below, scan and email to the Chair of the relevant Parent Committee.

Instructions for Parent Committee Chair

Please review this Overnight Business Travel Request Form. If \$2,500 or less, and you approve the requested travel, please print this form, sign below, scan, and return via email to the Department Head. If more than \$2,500, place this item on the agenda of the relevant Parent Committee. After approval by the Parent Committee, please print this form, sign below, scan, and return via email to the Department Head.

REVIEWED BY AND DATE APPROVED:

Department Head: _____

Date: _____

Committee Chair: _____

Date: _____

If the request is over \$2,500 the Committee Chair certifies that the travel was approved by a majority vote at a scheduled meeting of the Parent Committee

Committee Name: _____

Meeting Date: _____



Transportation Requisition \$30,000 and Over

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

File #: DT-P-0045-24

Agenda Date: 8/6/2024

Agenda #: 22.D.

AWARDING RESOLUTION
ISSUED TO AT&T CORP.
FOR TRAFFIC SIGNAL TELECOMMUNICATION SERVICES
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED \$40,000.00)

WHEREAS, a request for proposals has been solicited and processed in accordance with County Board policy; and

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract to AT&T Corp., to provide traffic signal telecommunications services, as needed for Division of Transportation, for the period August 30, 2024 through March 31, 2026, per bid # 21-104-IT.

NOW, THEREFORE, BE IT RESOLVED that said contract to provide traffic signal telecommunications services, as needed for Division of Transportation, for the period August 30, 2024 through March 31, 2026, is hereby approved for issuance to AT&T Corp, PO Box 5002, Carol Stream, Illinois 60197, for a contract total not to exceed \$40,000.00.

Enacted and approved this 13th day of August, 2024 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#: 24-2019	RFP, BID, QUOTE OR RENEWAL #: #21-104-IT	INITIAL TERM WITH RENEWALS: 2 YRS + 1 X 2 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$40,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 08/06/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$80,000.00
	CURRENT TERM TOTAL COST: \$40,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: AT&T Corp	VENDOR #: 10008	DEPT: Division of Transportation	DEPT CONTACT NAME: William Eidson
VENDOR CONTACT: Glenn Shine	VENDOR CONTACT PHONE: 630-718-1569	DEPT CONTACT PHONE #: 630-407-6900	DEPT CONTACT EMAIL: william.eidson@dupageco.org
VENDOR CONTACT EMAIL: gs0293@att.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Requesting a purchase order for Telecommunication Services-Traffic Signals, for the Division of Transportation, for a contract not to exceed \$40,000, through March 31, 2026.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Telecommunication Services are necessary for the day-to-day operations of the Division of Transportation. Analog business lines are used to communicate with County owned traffic signals.			

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. PUBLIC UTILITY
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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: AT&T Corp	Vendor#: 10008	Dept: Division of Transportation	Division: Finance
Attn:	Email:	Attn: DOT Finance	Email: DOTFinance@dupageco.org
Address: PO Box 5002	City: Carol Stream	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60197-5002	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: same	Vendor#:	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Aug 30, 2024	Contract End Date (PO25): Mar 31, 2026
Contract Administrator (PO25): Kathleen Black Curcio			

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		DOT Telecommunication services-Traffic Signals	FY24	1500	3500	53250		10,000.00	10,000.00
2	1	EA		DOT Telecommunication services-Traffic Signals	FY25	1500	3500	53250		20,000.00	20,000.00
3	1	EA		DOT Telecommunication services-Traffic Signals	FY26	1500	3500	53250		10,000.00	10,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 40,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Purchase order for Telecommunication Services-Traffic Signals, for the Division of Transportation, for a contract total not to exceed \$40,000.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Send copy of PO to DOTFinance@dupagecounty.gov and Joan.McAvoy@dupagecounty.gov
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



COMPLETELINK® 2.0
AT&T ILEC Confirmation of Service Order
Provided Pursuant to Standard Service Publication Rates and Terms

Customer	AT&T
Dupage County Street Address: 421 N. County Farm Road City: Wheaton State/Province: IL Zip Code: 60187 Country: USA	The applicable AT&T ILEC Service-Providing Affiliate
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Joe Bulaga Title: Telecommunications Manager Street Address: 421 N. County Farm Road City: Wheaton State/Province: IL Zip Code: 60187 Country: USA Telephone: 6304075151 Fax: Email: joseph.bulaga@dupageco.org	Name: Glenn Shine Street Address: 20 N. Main Street City: Lombard State/Province: IL Zip Code: 60148 Country: USA Telephone: 630.718.1569 Fax: Email: gs0293@att.com Sales/Branch Manager: Dierkes SCVP Name: Argy Sales Strata: LED Sales Region: East With a copy (for Notices) to: AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: _____ Company Name: _____ Agent Street Address: _____ City: _____ State: _____ Zip Code: _____ Telephone: _____ Fax: _____ Email: _____ Agent Code _____	

Customer agrees to subscribe to the CompleteLink® 2.0 discount program, in accordance with this Confirmation of Service Order ("CSO") subject to the following, which are incorporated by reference: (a) THE TERMS OF THE APPLICABLE TARIFF, IF THE SERVICE IS OFFERED PURSUANT TO TARIFF; OR (b) THE AT&T BUSINESS SERVICES AGREEMENT (BSA) FOUND AT <http://www.corp.att.com/agreement/> IF THE SERVICE IS NOT OFFERED PURSUANT TO TARIFF. The applicable AT&T Service Publication(s) are identified in Section 1. The terms and conditions provided in this CSO are provided herein for convenience only and do not supersede or modify any applicable Service Publication. In the event of a change to the applicable Service Publication, such change shall be incorporated by reference herein.

The Effective Date of this CSO is the date signed by the last party.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on its bill. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: Signature on File	By: Signature on File
Printed or Typed Name: Joseph Bulaga	Printed or Typed Name: Marianna Armstrong
Title: Telecommunications Manager	Title: Contractor Contract Specialist as signer for AT&T
Date: 2/14/2024	Date: 14 Feb 2024

VV3121

<i>For AT&T internal use only</i>	
Is this CompleteLink 2.0 associated with ABN Complete?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Sales must submit to Contract Management (CM): 1) Customer executed CSO, and 2) a duplicate of this CSO as a Word document, not a PDF file, OR an Excel list of the BTNs.	

COMPLETELINK® 2.0
 AT&T ILEC Confirmation of Service Order
 Provided Pursuant to Standard Service Publication Rates and Terms

1. DISCOUNT PROGRAM, SERVICE PROVIDER AND SERVICE PUBLICATION

Discount Program	CompleteLink® 2.0*
Customer must separately order services to which CompleteLink 2.0 applies.	

Service Provider (Select all that apply.)	Service Publication (incorporated by reference)	Service Publication Location
<input type="checkbox"/> AT&T Arkansas	AT&T Arkansas Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/ar/index.html
<input type="checkbox"/> AT&T California	AT&T California Guidebook, including Part 9, Section 3	http://cpr.att.com/guidebook/ca/index.html
<input checked="" type="checkbox"/> AT&T Illinois	AT&T Illinois Guidebook, including Part 4 Section 5	http://cpr.att.com/guidebook/il/index.html
<input type="checkbox"/> AT&T Indiana	AT&T Indiana Guidebook, including Part 4, Section 2	http://cpr.att.com/guidebook/in/index.html
<input type="checkbox"/> AT&T Kansas	AT&T Kansas Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/ks/index.html
<input type="checkbox"/> AT&T Michigan	AT&T Michigan Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/mu/index.html
<input type="checkbox"/> AT&T Missouri	AT&T Missouri Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/mo/index.html
<input type="checkbox"/> AT&T Ohio	AT&T Ohio Guidebook, including Part 4, Section 2	http://cpr.att.com/guidebook/oh/index.html
<input type="checkbox"/> AT&T Oklahoma	AT&T Oklahoma Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/ok/index.html
<input type="checkbox"/> AT&T Texas	AT&T Texas Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/tx/index.html
<input type="checkbox"/> AT&T Wisconsin	AT&T Wisconsin Guidebook, including Part 4, Section 2	http://cpr.att.com/guidebook/wq/index.html

2. TERM and EFFECTIVE DATES

Term:	2 years
Start Date of Term:	Upon initial implementation of Discount Program in the applicable AT&T systems
Effective Date of Rates and Discounts:	Start Date of Term
Rates Following Termination or Expiration of the Term:	Service Publication rates for Eligible services (as described in the applicable Service Publication) in effect at time of termination or expiration of the Term

3. MINIMUM ANNUAL REVENUE COMMITMENT (MARC) / MAXIMUM ANNUAL DISCOUNT

MARC* / Maximum Annual Discount	\$ 12,000 / \$ 1,750
* Contributory Services, as described in the applicable Service Publication, billed under BTNs in section 7 <u>before</u> the application of discounts and credits.	

4. RATES and DISCOUNTS

The rates and discounts below are listed for convenience only. If there is conflict between any rate or discount below and the corresponding Service Publication rate or discount in effect on the Effective Date, the Service Publication will control.

MARC Volume Discount (applies to Eligible services and may not exceed the Maximum Annual Discount)			
1 Year Term	1 Year Term	2 Year Term	2 Year Term
2% – MARC \$1,200	6% – MARC \$50,000	3% – MARC \$1,200	7% – MARC \$50,000
2% – MARC \$3,000	7% – MARC \$75,000	3% – MARC \$3,000	8% – MARC \$75,000
3% – MARC \$7,000	8% – MARC \$100,000	4% – MARC \$7,000	9% – MARC \$100,000
4% – MARC \$12,000	8% – MARC \$125,000	5% – MARC \$12,000	9% – MARC \$125,000
4% – MARC \$18,000	9% – MARC \$150,000	5% – MARC \$18,000	10% – MARC \$150,000
5% – MARC \$25,000	10% – MARC \$200,000	6% – MARC \$25,000	11% – MARC \$200,000
5% – MARC \$35,000		6% – MARC \$35,000	

COMPLETELINK® 2.0
 AT&T ILEC Confirmation of Service Order
 Provided Pursuant to Standard Service Publication Rates and Terms

Business Access Line Rates:

State	Monthly Recurring Rate, per Line
AR, IN, KS, MO, OK, TX	\$44.00
KS - EAS	\$51.00
CA, IL, MI, OH, WI	\$33.00

PBX Analog Trunk Discounts:

State	1 Year	2 Year
AR, KS, MO, OK, TX	10%	10%

Optional Features: Optional Features Discount (applies to Central Office Optional Features as described in the applicable Service Publication)	Discount
	40%

Local Usage Rates/Discounts:

State	Per Minute Rate	
	1 Year	2 Year
CA - Zone 1	\$0.019	\$0.019
CA - Zone 2	\$0.019	\$0.019
CA - Zone 3	\$0.024	\$0.024
IL - Band A	\$0.016	\$0.016
IL - Band B	\$0.034	\$0.034
IL - Band C	\$0.055	\$0.051

State	Per Message Rate	
	1 Year	2 Year
MI	\$0.090	\$0.090
OH	\$0.070	\$0.070
WI	\$0.110	\$0.110

Local Usage Service Level Discount: For BTNs listed in section 7 that include a combination of Exchange Access Lines and/or Centrex with ISDN PRI and PBX Trunks. (Does not apply to per message rate listed above.)

State	Discount
MI	35%
OH	15%
WI	30%

Rates – IntraLATA/Local Toll Per Minutes of Use (MOU) - Intrastate:

State	1 Year	2 Year
IL, IN, MI, OH, WI	\$0.055	\$0.054
AR, KS, MO, OK, TX	\$0.100	\$0.100
CA	\$0.060	\$0.060

Rates – IntraLATA Long Distance Usage Per Minutes of Use (MOU) - Interstate:

State	1 Year	2 Year
IL, IN, MI, OH, WI	\$0.120	\$0.115

COMPLETELINK® 2.0
AT&T ILEC Confirmation of Service Order
 Provided Pursuant to Standard Service Publication Rates and Terms

5. SHORTFALL CHARGE

Shortfall Charge:	if Customer fails to meet the MARC in any completed year of the Term, the difference between the MARC and the actual billings for Contributory Services
--------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------

6. EARLY TERMINATION CHARGE

Main BTN State	Early Termination Charge
AR, CA, KS, IN, MI, MO, OH, OK, TX, WI	<p><u>With No IL BTNs</u></p> <ul style="list-style-type: none"> • 50% of the unsatisfied MARC (after application of any Shortfall Charges) for the balance of the Term <p><u>With IL BTNs</u></p> <ul style="list-style-type: none"> • MARC is prorated for amount of MARC Eligible Charges in IL and outside IL <ul style="list-style-type: none"> ○ For IL BTNs, IL MARC Termination Charge; plus ○ For non-IL BTNs, 50% of the unsatisfied MARC (prorated after application of any Shortfall Charges) for the balance of the Term
IL	<ul style="list-style-type: none"> • the amount of unearned discounts for the 12-month period immediately preceding Customer's early termination ("IL MARC Termination Charge"). Unearned discounts are calculated by subtracting the discounted charges for Eligible services actually incurred during the twelve months immediately preceding termination from the discounted charges for those Eligible services that Customer would have incurred during that period under the longest CompleteLink 2.0 term for which the Customer would have actually qualified based upon the actual term of service (or Service Publication month-to-month rates for those Eligible services if the Customer would not have qualified for any CompleteLink 2.0 term)

7. BILLING TELEPHONE NUMBER (BTN) LIST

Eligibility: (max. of 1,000 BTNs)	<p>All BTNs listed below or in an attachment:</p> <ul style="list-style-type: none"> • must be valid business lines; • may not be Consolidated or Special Bill Numbers; • may not include Bill-Under, Working Telephone Numbers (WTNs), Account Telephone Numbers (ATNs), Cross Reference, Pager, Cell Phone, Pay Phone, Directory Advertising, Toll Free (800, 866, etc.) or Residential Numbers • are all of the BTNs intended by Customer to be included on Effective Date <p>To qualify as an Eligible or Contributory Service, a service must be billed under one of the listed BTNs or under a BTN added by Customer through Customer's AT&T Sales Contact.</p>
---------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

BTN List follows

COMPLETELINK® 2.0
 AT&T ILEC Confirmation of Service Order
 Provided Pursuant to Standard Service Publication Rates and Terms

BTN LIST

Main BTN, with area code and customer code:	6302601689100	State of Main BTN: (ex: IL)	IL
----------------------------------------------------	---------------	---------------------------------------	----

Area Code, Prefix, Line #, Customer Code (no dashes, example: 312 555 1234 xxx, or 3122551234xxx)	BTN State (ex: IL)	Area Code, Prefix, Line #, Customer Code (no dashes, example: 312 555 1234 xxx, or 3122551234xxx)	BTN State (ex: IL)	Area Code, Prefix, Line #, Customer Code (no dashes, example: 312 555 1234 xxx, or 3122551234xxx)	BTN State (ex: IL)
6302601689100	IL	6307391051393	IL		
6302507494859	IL	6307520720529	IL		
6302958586588	IL	6307739952164	IL		
6303228964325	IL	6309647207200	IL		
6303230053447	IL	6309647503053	IL		
6303230677601	IL	6309854802803	IL		
6303231257950	IL	6309166015558	IL		
6303501365902	IL	6309166594630	IL		
6303558883144	IL	6309634773427	IL		
6303724186753	IL	6309636444407	IL		
6304283150663	IL	6309638751096	IL		
6304629965673	IL	6309638752952	IL		
6304696580023	IL	6309638754591	IL		
6304992556655	IL	6309640953248	IL		
6304997510473	IL	6309861397950	IL		
6306161745049	IL				
6306200082019	IL				
6306279712502	IL				
6306531921338	IL				
6306532760185	IL				
6306536505441	IL				
6306538662529	IL				
6306548535787	IL				
6306550951803	IL				
6306656563944	IL				
6306682161827	IL				
6307370635150	IL				



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: 07/20/24

Bid/Contract/PO #: _____

Company Name: <u>AT&T</u>	Company Contact: <u>Glenn Shine</u>
Contact Phone: <u>630-718-1569</u>	Contact Email: <u>gshine@att.com</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature Signature on File

Printed Name Glenn Shine

Title CSE 3

Date 07/20/24

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



File #: JPS-P-0019-24

Agenda Date: 7/2/2024

Agenda #: 8.B.

AWARDING RESOLUTION ISSUED TO
CLOUDGAVEL, LLC FOR THE IMPLEMENTATION AND ANNUAL SERVICE
OF THE WARRANT MANAGEMENT SYSTEM
FOR THE SHERIFF'S OFFICE
(CONTRACT TOTAL AMOUNT \$652,500)

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

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to CloudGavel, LLC, for the implementation and annual service of the Warrant Management System, for the period of July 10, 2024 through July 9, 2029, for the Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED, that said contract for the implementation and annual service of the Warrant Management System, for the period of July 10, 2024 through July 9, 2029 for the Sheriff's Office, per RFP # 24-075-SHF, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to CloudGavel, LLC, 4305 Bluebonnet Blvd., Baton Rouge, LA 70809, for a contract total amount of \$652,500.

Enacted and approved this 9th day of July, 2024 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#: JPS-P-0019-24	RFP, BID, QUOTE OR RENEWAL #: 24-075-SHF	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$652,500.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 07/02/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$652,500.00
	CURRENT TERM TOTAL COST: \$652,500.00	MAX LENGTH WITH ALL RENEWALS: FIVE YEARS*	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: CloudGavel LLC	VENDOR #:	DEPT: Sheriff-Corrections	DEPT CONTACT NAME: Commander John Putnam
VENDOR CONTACT: Casey Roussel	VENDOR CONTACT PHONE: 866-297-5155	DEPT CONTACT PHONE #: 630-407-2050	DEPT CONTACT EMAIL: john.putnam@dupagesheriff.org
VENDOR CONTACT EMAIL: casey.roussel@fusionstak.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Implementation and annual service of warrant management system to replace existing "mainframe" system which will be sunseting. This contract is for 5 years with a first year implementation fee off \$100,000 plus a first year support and maintenance agreement of \$100,000. The remaining years of the contract will have a support and maintenance agreement paid on a yearly basis. This pricing was obtained through RFP via DuPage County procurement.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To comply with all requirements and procedures for processing and tracking of court issued arrest warrants			

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.
RFP (REQUEST FOR PROPOSAL)	

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. RFP process with evaluation and scoring conducted by a diverse group including Sheriff's Administration, IT and end users
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). Award vendor for new system or enter into discussions about maintaining current system at potentially twice the cost

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: CloudGavel LLC	Vendor#:	Dept: Sheriff	Division: Budget Support
Attn: Casey Roussel	Email: casey.roussel@fusionstak.com	Attn: Colleen Zbilski	Email: colleen.zbilski@dupagesheriff.org
Address: 4305 Bluebonnet Blvd	City: Baton Rouge	Address: 501 N County Farm RD	City: Wheaton
State: LA	Zip: 70809	State: IL	Zip: 60187
Phone: 866-297-5155	Fax:	Phone: 630-407-2122	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: CloudGavel LLC	Vendor#:	Dept: Sheriff	Division: Corrections
Attn: Casey Roussel	Email: casey.roussel@fusionstak.com	Attn: Commander John Putnam	Email: john.putnam@dupagesheriff.org
Address: 4305 Bluebonnet Blvd	City: Baton Rouge	Address: 501 N County Farm RD	City: Wheaton
State: LA	Zip: 70809	State: IL	Zip: 60187
Phone: 866-297-5155	Fax:	Phone: 630-407-2050	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): 07/10/2024	Contract End Date (PO25): 07/09/2029

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		Implementation	FY24	1000	4410	53806		100,000.00	100,000.00
2	1	EA		Support and maintenance yr1	FY24	1000	4410	53806		100,000.00	100,000.00
3	1	EA		Support and maintenance yr2	FY25	1000	4410	53806		105,000.00	105,000.00
4	1	EA		Support and maintenance yr3	FY26	1000	4410	53806		110,250.00	110,250.00
5	1	EA		Support and maintenance yr4	FY27	1000	4410	53806		115,750.00	115,750.00
6	1	EA		Support and maintenance yr5	FY28	1000	4410	53806		121,500.00	121,500.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 652,500.00

<i>Comments</i>	
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.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



The County of DuPage, IL Warrant Management System Software

RFP Number 24-075-SHF

June 6, 2024

Casey Roussel – President / CCO
4305 Bluebonnet Blvd., Baton Rouge, LA 70809
Phone: 225-412-2267
Email: Casey.Roussel@fusionstak.com

Executive Summary

Here at CloudGavel, we have dedicated ourselves to building innovative solutions for Public Safety and State & Local Governments. We have a deep understanding of local governments and what is expected of their vendors. Our goal has always been to deliver the best product on the market and then follow it up with the best support on the market. No matter how hard we try, there will always be issues that arise and when they do, our trained team will be there with you to address them.

CloudGavel is nationally recognized as the leading voice in electronic warrants. Our leadership team were pioneers in the eWarrant industry and our eWarrant solution, CloudGavel, has become the most widely used eWarrant solution in the country. Because of our extensive experience and knowledge in this field, we have a very good understanding of what the needs are of DuPage County in regard to this RFP.

We understand that the needs of our clients are changing and that their systems must be able to adapt to those changes. Because of this understanding, we have designed CloudGavel to be responsive to these changes. Thus, allowing us to make real-time customizations and/or rapid software updates that allow our clients to stay on the cutting edge of functionality and useability.

CloudGavel created the most widely used eWarrant Systems in the country. More than 300 agencies nationwide depend on CloudGavel to meet their eWarrant needs. The state and local government agencies currently using CloudGavel include law enforcement, district attorneys, courts, clerks' offices, sheriff's offices, police departments and more. CloudGavel's law enforcement & Judicial domain user base exceeds 18,000 nationally with agencies that span from a single user to agencies of 2,000+ users. The following map depicts CloudGavel footprint in the country.

Our commitment to delivering that best solution and best customer support in the market has not only allowed CloudGavel to become the premier eWarrant solution in the country but it has also allowed us to have 100% client retention. CloudGavel is now used throughout 17 states by hundreds of agencies and our proudest accomplishment is that no agency has ever left the CloudGavel family.

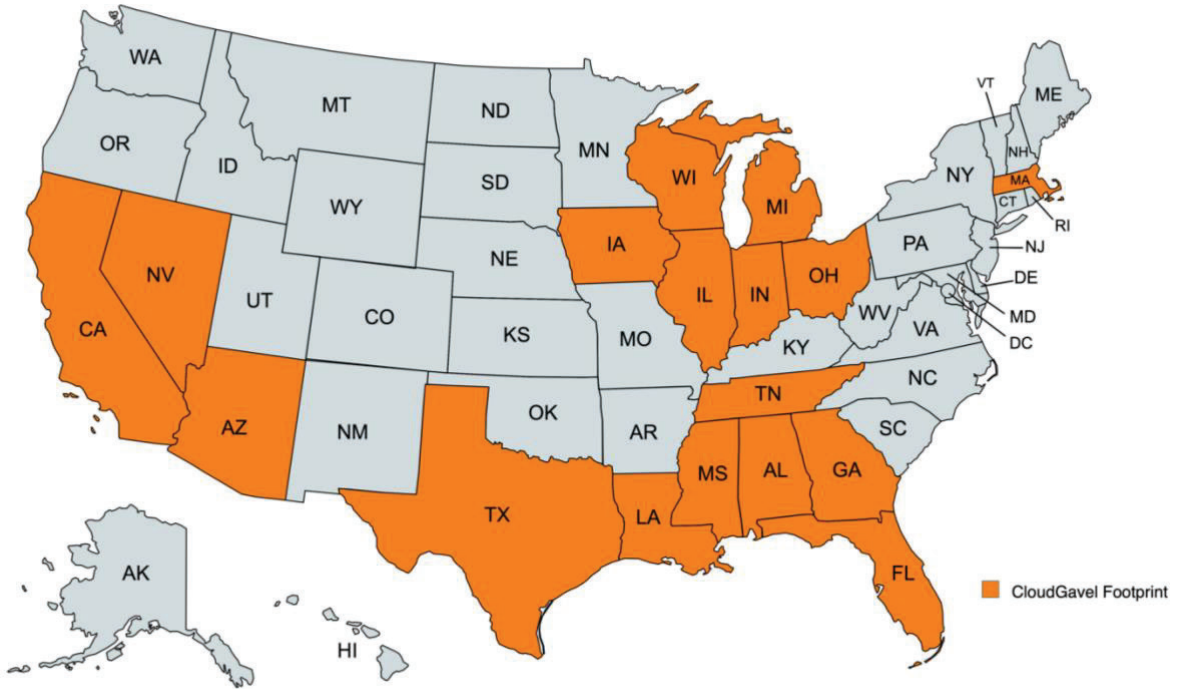
We are most appreciative to have the opportunity to present CloudGavel to DuPage County.

Sincerely,



Casey Roussel
President / CCO
CloudGavel LLC

CloudGavel Client Footprint



Description of Solution Functionality

The CloudGavel Platform is the industry leader and a robust platform for criminal warrant, bench warrant, and subpoena management. Rather than starting with a custom build, the CloudGavel Platform allows the County to start with a proven solution that can be up and running in days to show participating agencies end-to-end document flow.



The CloudGavel Platform is currently hosted in the AWS government cloud and is built on Microsoft c#.net. The core CloudGavel Platform has eight modules that, when configured, will meet all the requirements of the County.

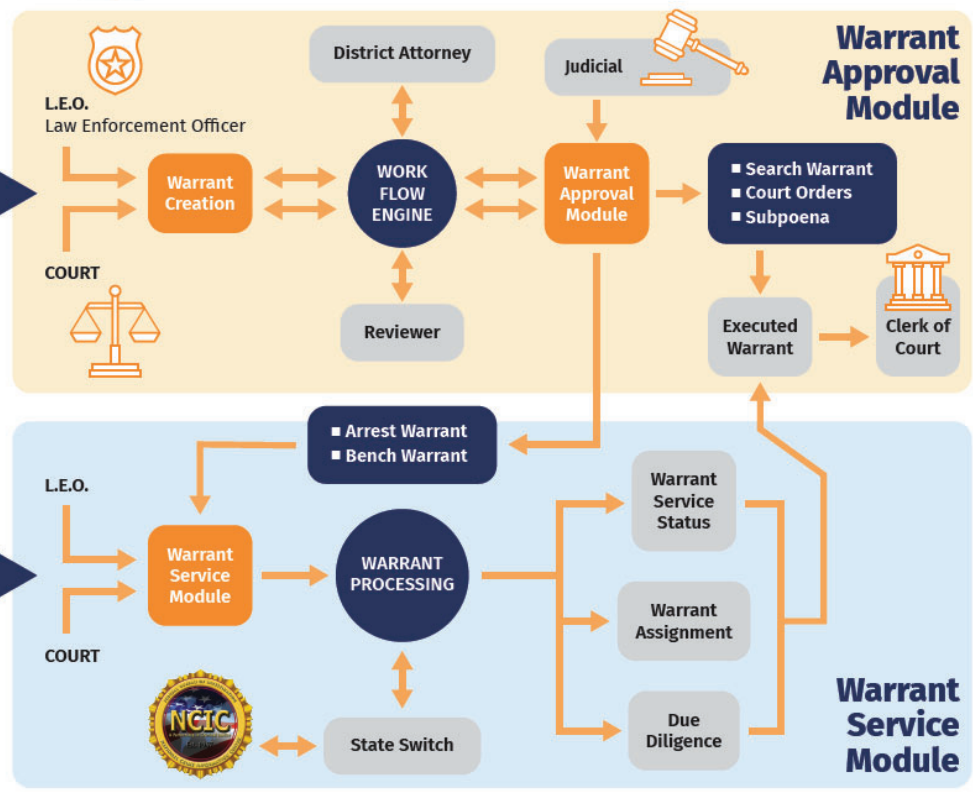
We will use CloudGavel as the product platform base to start your project and configure it to meet the needs in the RFP, policy documents, supporting documents and items identified during discovery. Our focus will be configuration and closing any gaps in the solution versus long cycle, high risk, low result, bug ridden custom development from scratch.

CloudGavel cradle to grave warrant context diagram

Our team of subject matter experts has decades of government experience conducting one-time data migration from legacy systems into new replacement platforms. We also have vast experience in real-time APIs that are required to seamlessly share data with participating agencies groups through compliant secured encrypted data transmission channels. When the County chooses CloudGavel as their partner, what the County gets is a mature team and a mature CloudGavel platform. The CloudGavel Platform has over seven years of industry intellect and development built into the platform. This provides secure roles and configurable document management specifically for the warrant industry.

We support more than 30 Judicial documents

- Arrest Warrant
- Search Warrant
- Bench Warrant
- Court Orders
- Subpoena



CloudGavel Application



User Dashboard

The CloudGavel dashboard is a powerful tool where the user can create documents and see their workload. The dashboard is divided into a search section where the user can select the desired agency or select across agencies. The Warrants templates available to the user are shown as icons at the top of the dashboard so the user can create a new document for data entry.

The screenshot displays the CloudGavel interface for the Baton Rouge Sheriff's Office. The left sidebar contains navigation links for Dashboard, Agency, Documents, Archive Document, Scheduler, and State laws. The top bar shows the agency name and the supervisor's name, Aayush Dahal. Below this, there are five icons representing different document types: Arrest Warrant, Search Warrant, GPS Tracking Warrant, Instantor Subpoena Duces Tecum, and Business Bank Search and Freez. The main content area is divided into two tables. The 'My Recent Documents' table lists various document numbers and types, all assigned to Aayush Dahal. The 'Recent Assigned Documents' table lists documents assigned to Aayush Dahal, including arrest warrants and search warrants. A map of the region is shown at the bottom right.

Document Number	Document Type	Assignee	Actions
Warrant Number Auto Save	Search Warrant	Aayush Dahal	⋮
Bryan Warrant 120	Arrest Warrant	Aayush Dahal	⋮
warr	Arrest Warrant	Aayush Dahal	⋮
warr	Arrest Warrant	Aayush Dahal	⋮
war	Arrest Warrant	Aayush Dahal	⋮
111111	Arrest Warrant	Aayush Dahal	⋮
111111	Arrest Warrant	Aayush Dahal	⋮
111111111111	Arrest Warrant	Aayush Dahal	⋮
234234	Search Warrant	Aayush Dahal	⋮
234234	Arrest Warrant	Aayush Dahal	⋮

Document Number	Document Type	Created By	Actions
Bryan Warrant 120	Arrest Warrant	Aayush Dahal	⋮
warr	Arrest Warrant	Aayush Dahal	⋮
warr	Arrest Warrant	Aayush Dahal	⋮
Warrant Number Auto Save	Search Warrant	Aayush Dahal	⋮
war	Arrest Warrant	Aayush Dahal	⋮

Agency Management

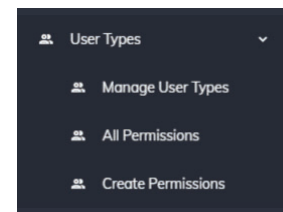
The agency management screen lists all agencies in the CloudGavel system. The Super Administrator and Administrator can see the agencies they manage from a single listing. Edit capabilities allow the admin to set up the full configuration of templates, users, and workflow for the agency.

The screenshot shows the CloudGavel 'All Agencies' page. The table lists various agencies with columns for Agency Name, Status, License, Created Date, and Action. All agencies listed are 'Deactivated'.

Agency Name	Status	License	Created Date	Action
ServicePlanA	Deactivated	Unlimited License:0	07/16/2019 07:12 AM	[Action]
ServicePlanBA1	Deactivated	Per Warrant Billing:0 Licensed User:20	07/16/2019 07:23 AM	[Action]
Test	Deactivated	Unlimited License:29 Licensed User:12	07/16/2019 11:38 AM	[Action]
TestPlan	Deactivated	Unlimited License:25	08/02/2019 01:00 PM	[Action]
Test Plan	Deactivated	Unlimited License:25	08/02/2019 01:23 PM	[Action]
DemoServicePlan	Deactivated	Unlimited License:25	08/06/2019 10:56 AM	[Action]
BoneeplanA	Deactivated	Unlimited License:25	08/06/2019 11:26 AM	[Action]
Test_PlanBB	Deactivated	Unlimited License:25 Licensed User:25	08/06/2019 12:08 PM	[Action]
Test_PLAN_V	Deactivated	Unlimited License:25 Licensed User:10	08/06/2019 12:09 PM	[Action]
Test001	Deactivated	Unlimited License:25	08/14/2019 06:37 AM	[Action]
Test0001	Deactivated	Unlimited License:25	08/14/2019 06:49 AM	[Action]
10001	Deactivated	Unlimited License:0	08/19/2019 07:05 AM	[Action]
Traffic Homicide	Deactivated	Unlimited License:25	08/20/2019 08:47 PM	[Action]
Test_QARService	Deactivated	Unlimited License:25	08/26/2019 05:56 AM	[Action]
Test_QARServicePlan	Deactivated	Unlimited License:25	08/26/2019 06:02 AM	[Action]
basicPlan	Deactivated	Unlimited License:25	08/26/2019 06:24 AM	[Action]
basicPlan1	Deactivated	Unlimited License:25	08/26/2019 06:26 AM	[Action]
basicPlan2	Deactivated	Unlimited License:25	08/26/2019 06:28 AM	[Action]
basicPlan3	Deactivated	Unlimited License:25	08/26/2019 06:29 AM	[Action]
basicPlan4	Deactivated	Unlimited License:25	08/26/2019 06:29 AM	[Action]
basicPlan007	Deactivated	Unlimited License:25	08/26/2019 03:23 PM	[Action]
Baner_Plan	Deactivated	Unlimited License:25	08/26/2019 04:46 PM	[Action]
Test_ServicePlan	Deactivated	Unlimited License:25	08/21/2019 11:58 AM	[Action]
Test_SericePlan	Deactivated	Unlimited License:25	08/21/2019 11:58 AM	[Action]
TestServicePlan	Deactivated	Unlimited License:25	08/21/2019 11:58 AM	[Action]

Roles and Privileges

CloudGavel has a robust security module. Security settings are configured in roles, groups, users, guest groups, and workflow depending on which security permission the administrator is configuring. Users and their groups are tied to permissions that are defined in the CloudGavel and give access levels to areas of the User Interface. The graphic on the right depicts the user type menu.

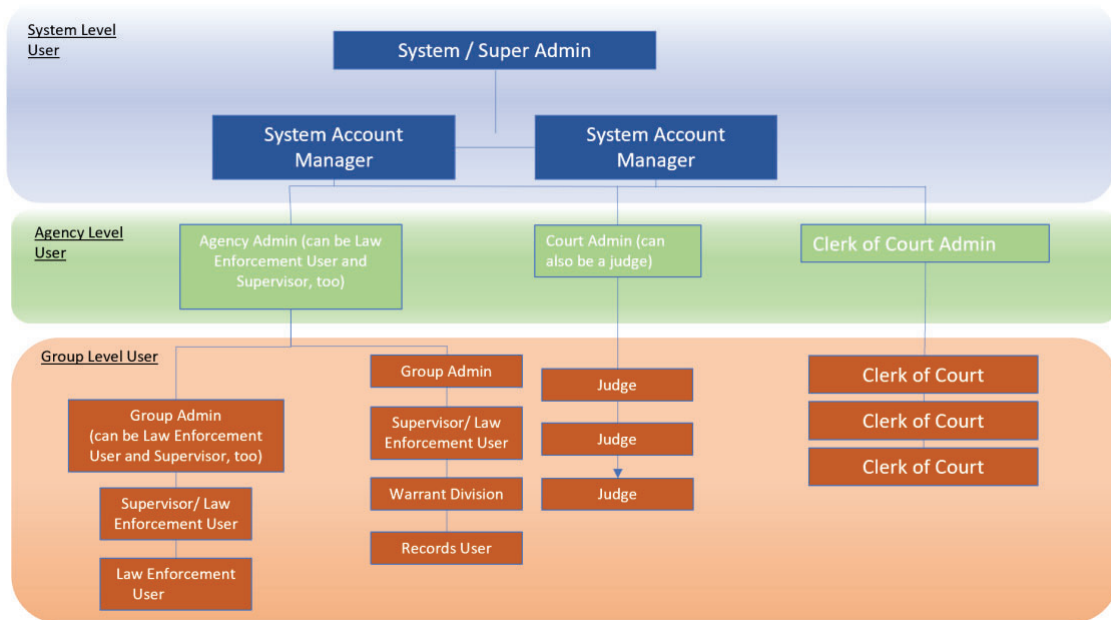


CloudGavel supports:

- **Super Users** - Typically state level staff that will set up agency accounts.
- **Admins** – Administrators at each agency (Court, Sherriff, PD etc.). Will manage the agencies configuration, workflow, user roles, warrant templates and core system administration. Admins can set up Group Admins and users.
- **Group Admins** – Within an agency it is typical for there to be work groups and a taskforce. Group Admins allow an agency to create admins that manage and invite selected users.

- **Users** – Users are invited and configured by Admins or group admins. Users cannot administer system level settings.
- **Guest Groups** – Guest groups can be added to an agency by an Admin. It allows two or more agencies to share users and work on configured warrant groups collectively. This occurs with a special taskforce, cooperative agreements. It also occurs when State Police work in support of an agency.

The graphic on the following page illustrates the administration hierarchy.



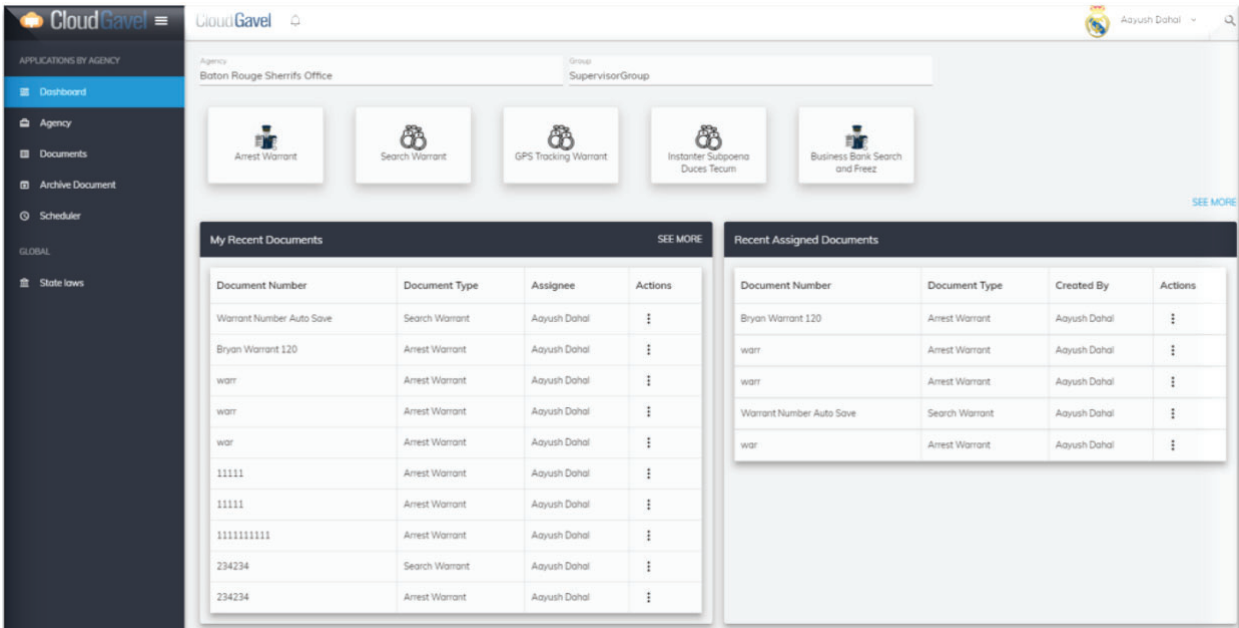
Search

The CloudGavel solution supports search, creation, approve, servicing and updating of warrant request and protection orders. The solution allows the creation of any document type in the template manager (Arrest Warrant and Protection Order). The search screen below will be configured for the primary search parameters needed by the county. As shown on the popup menu (graphic below), after a record is found, the user can view the record, send an email to the parties involved in creating the Warrants and Protection Order or see the audit history.

Document No ↑	Type	Judge	Status	Reviewer	Suspect	Updated Date	Actions
AWTTYest	Arrest Warrant	Not Selected	Judge Rejected	Detective Vishal	Vishal Testr Bhongare	Nov 5, 2019	⋮
Arrest002	Arrest Warrant	Not Selected	Recalled	Detective Vishal	Karen Test Nanaoo	Oct 25, 2019	View Send Email Audit Trail
Arrest002	Arrest Warrant	Not Selected	Recalled	Detective Vishal	Karen Test Nanaoo	Oct 25, 2019	⋮
Arrest003	Arrest Warrant	Not Selected	Recall Requested	Detective Vishal	Vishal Bhongare	Nov 8, 2019	⋮
Arrest003	Arrest Warrant	Not Selected	Recall Requested	Detective Vishal	Vishal Bhongare	Nov 8, 2019	⋮
Arrest003	Arrest Warrant	Not Selected	Recalled	Detective Vishal	Karen Test Nanaoo	Oct 25, 2019	⋮
Arrest003	Arrest Warrant	Not Selected	Recalled	Detective Vishal	Karen Test Nanaoo	Oct 25, 2019	⋮
ArrestRecall	Arrest Warrant	Not Selected	Recalled	Detective Vishal	Vishal Bhongare	Nov 8, 2019	⋮
ArrestRecall	Arrest Warrant	Not Selected	Recalled	Detective Vishal	Vishal Bhongare	Nov 8, 2019	⋮
LD S O-00123	DUI Return Of Search	Not Selected	Judge Rejected	Detective Vishal	Vishal Test Bhongare	Oct 14, 2019	⋮
LDSO-005155	Arrest Warrant	Not Selected	Review	Detective Vishal	Vishal TestUser Bhongare	Oct 14, 2019	⋮
LDSO-0051666	Arrest Warrant	Not Selected	Review	Detective Vishal	Vishal Bhongare	Oct 15, 2019	⋮
LDSO-005171	DUI Search	Not Selected	Review	Detective Vishal	Vishal Bhongare	Nov 22, 2019	⋮
Test001	Arrest Warrant	Not Selected	Review	Detective Vishal	Vishal Bhongare	Nov 22, 2019	⋮
Test03	Arrest Warrant	Not Selected	Review	Detective Vishal	Test User	Oct 31, 2019	⋮
TestRecall	Arrest Warrant	Not Selected	Recalled	Detective Vishal	Vishal TestUser Bhongare	Nov 8, 2019	⋮
TestRecall	Arrest Warrant	Not Selected	Recalled	Detective Vishal	Vishal TestUser Bhongare	Nov 8, 2019	⋮
3333333	Arrest Warrant	Not Selected	Recalled	Detective Vishal	First Name Last Name	Oct 24, 2019	⋮
3333333	Arrest Warrant	Not Selected	Recalled	Detective Vishal	First Name Last Name	Oct 24, 2019	⋮
cellPhone001	Cell Phone Search warrant	Not Selected	Review	Detective Vishal	undefined undefined	Oct 17, 2019	⋮
ipfinaltest	LSP19TH JDC APC	Not Selected	Judge Rejected	Detective Vishal	shripad godse	Oct 18, 2019	⋮
newRecall	Recall of Arrest Warrant	Not Selected	Judge Rejected	Detective Vishal	Shripad Godse	Oct 19, 2019	⋮
recallTest	Recall of Arrest Warrant	Not Selected	Judge Rejected	Detective Vishal	Shripad Godse	Oct 19, 2019	⋮
recallWarrant	Recall of Arrest Warrant	Not Selected	Judge Rejected	Detective Vishal	Shripad Godse	Oct 19, 2019	⋮
warrq	Arrest Warrant	Not Selected	Judge Rejected	Detective Vishal	shripad godse	Oct 11, 2019	⋮

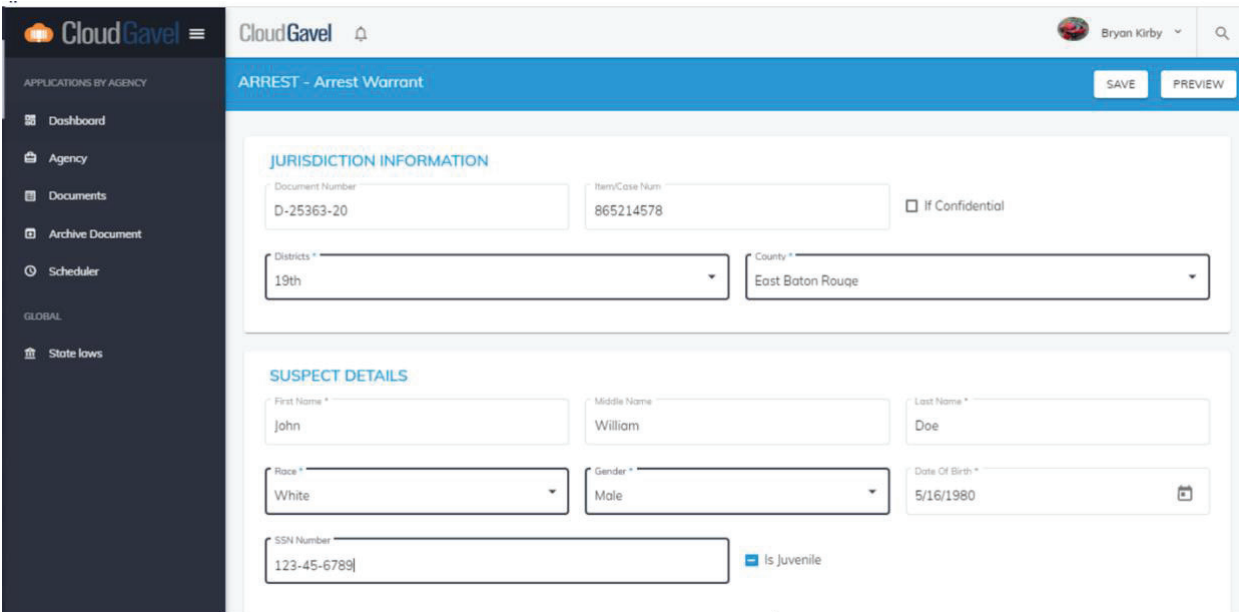
Add Warrants

The top of the dashboard for each user shows “card icons” to illustrate the type of document the user can add. These cards will be shown based on the users’ permissions. For example, admin users will not have any add document cards. Some user groups will be able to add protection orders while others may not. To add a new Warrant the user will click the desired card icon and a data entry screen will be displayed. The next screenshot shows the dashboard with document add cards.



Enter Update

The CloudGavel system has robust features for managing Warrants. As shown in the menu on the dashboard below, the user can view, clone, notify, update assignee or update the document based on their user permissions. Clone allows the user to replicate the document with all data to start a new audit trail or create a similar Warrant or Protection Order for another suspect/person under a similar situation. Typically cloning is used when more than one person is being arrested for the same incident. The next screenshot depicts an example data entry screen 1 - Warrants Data Entry.



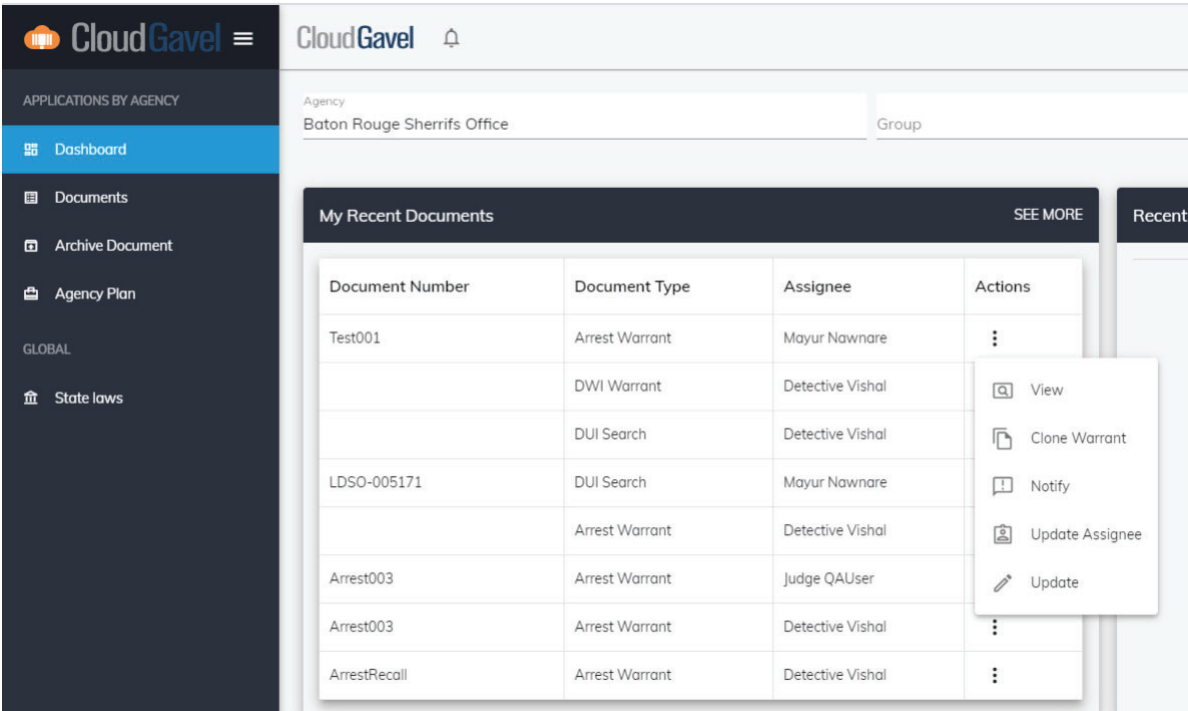
Below are sample data entry screens built using the CloudGavel Platform template creation system. As shown in the sample screenshots, the system allows a variety of text boxes, drop down

lists, check boxes, date selectors, and note fields. There is no limit to the number of fields or data types that can be captured in the template designer and then the CloudGavel Platform engine draws the template for data capture.

The screenshot shows the 'ARREST - Arrest Warrant' form in the CloudGavel interface. The top navigation bar includes the CloudGavel logo, a search icon, and the user name 'Bryan Kirby'. The left sidebar lists 'APPLICATIONS BY AGENCY' (Dashboard, Agency, Documents, Archive Document, Scheduler) and 'GLOBAL' (State laws). The main content area is titled 'ARREST - Arrest Warrant' and has 'SAVE' and 'PREVIEW' buttons. The 'SUSPECT ADDRESS OR SEARCH LOCATION ADDRESS' section contains the following fields: Address Line 1 (2356 West 14th St.), Address Line 2 (Apt. 12), City (Baton Rouge), State (Louisiana), and Zip (70810).

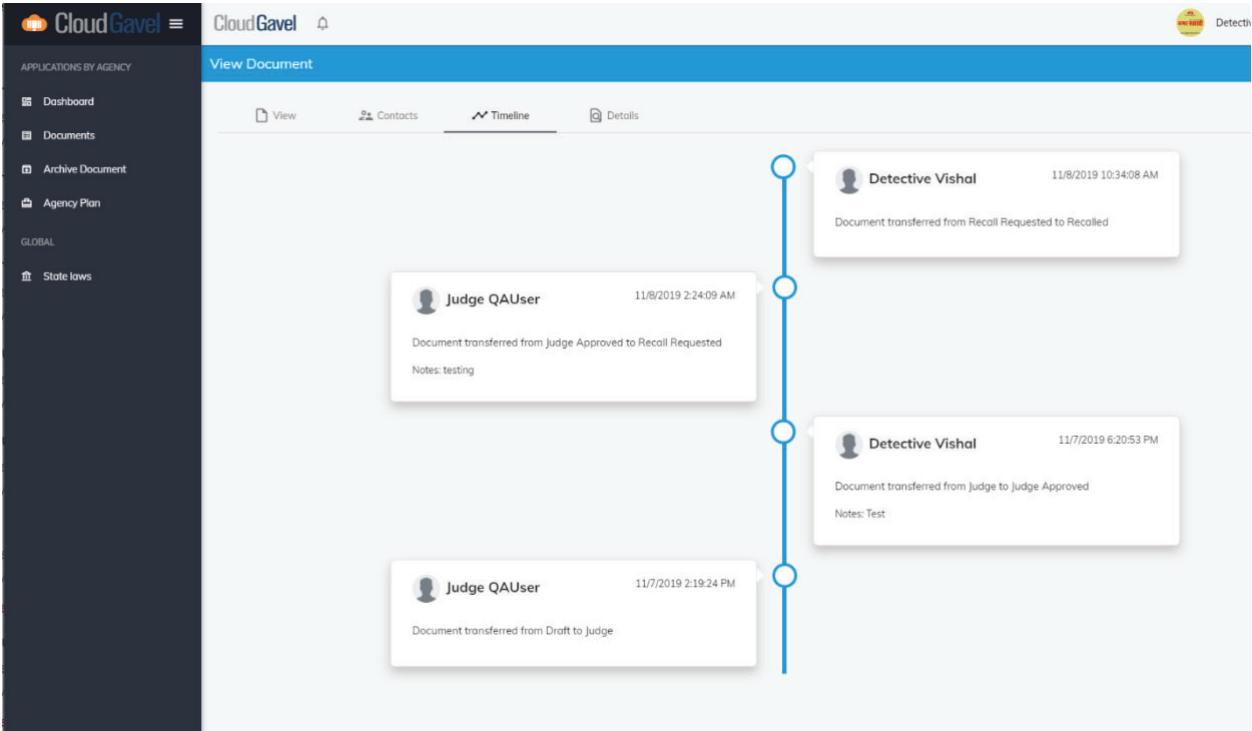
The screenshot shows the 'ARREST - Arrest Warrant' form in the CloudGavel interface, continuing from the previous section. The 'CASE INFORMATION' section includes a 'Hide Charges' checkbox and two charge entries. Each entry has a 'Count' field (5 and 3), a 'Statute Code' dropdown (40:971/B1B and 40:971/C), a 'Charge Description' field (Prohibited acts; all schedules), and a 'Statute Type' dropdown (Felony). An 'Add Charge' button is located below the entries. Below this is a 'Probable Cause Description' section with a rich text editor containing the text 'The narrative for the arrest warrant application will go here'. The 'CRIME DATES AND TIME' section has radio buttons for 'Single Date' (selected) and 'Date Range', and 'Single Time' (selected) and 'Time Range'. The 'Date Of Crime' field is set to 1/6/2020 and the 'Time Of Crime' field is set to 01:50 am. The 'Location of Offense' field is set to 5622 West Adams Drive.

By accessing the ellipses icon in the My Recent Documents dashboard, the user can access several shortcuts to manage a document. These features include the ability to view the document, clone it, notify participants in the workflow, update the next assignment in the workflow, or update the content of the document. These functions are driven by the user's security permission and the rules established in the workflow configuration.



After opening the view menu, the user can see a snapshot of all contacts associated with the Warrant and Protection Order documents. The summary shows a timeline of when the contact participated in steps in the Warrants document workflow.

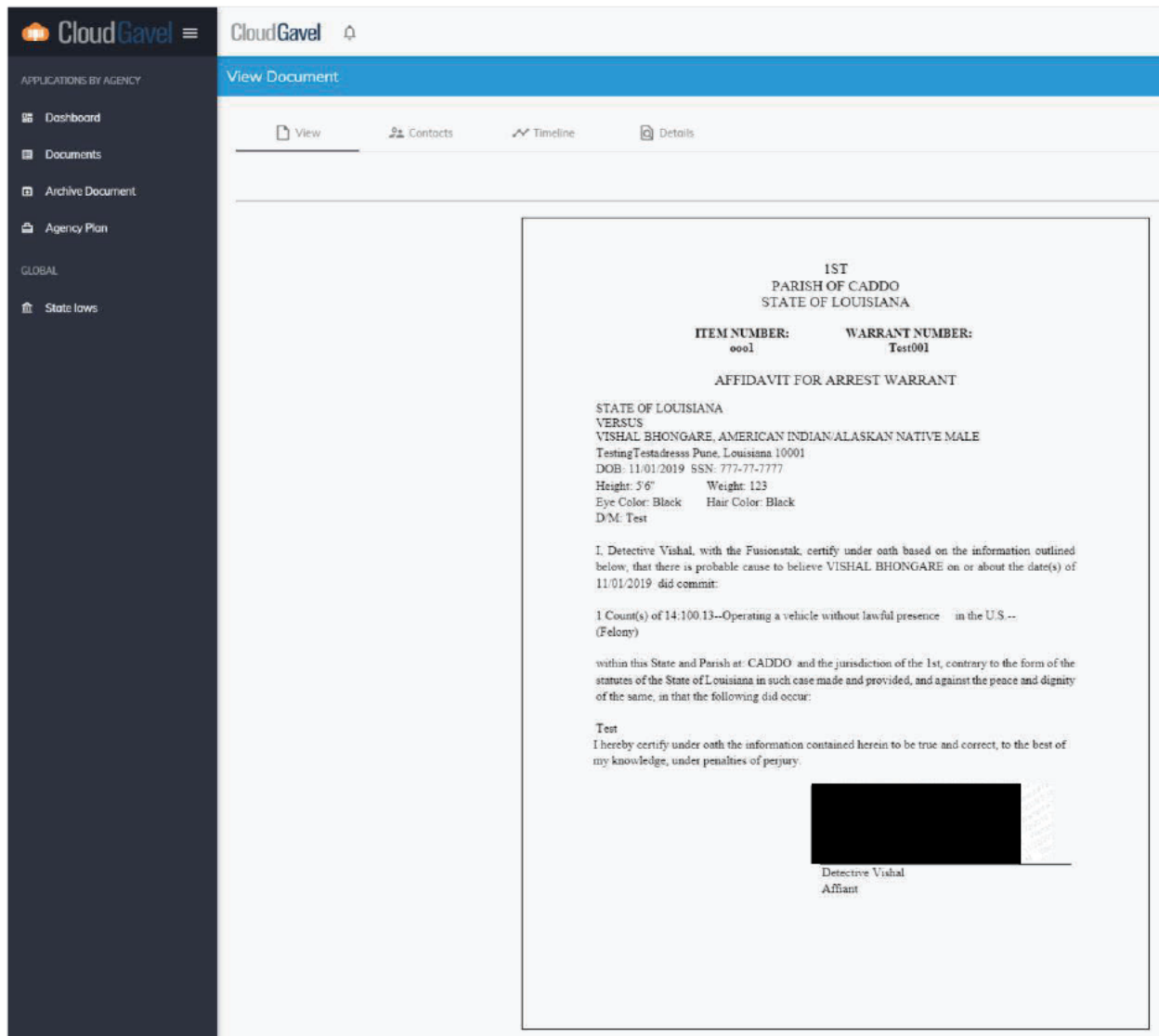
Following are additional examples of data entry screens.



After opening the view menu, the user can print the Warrant and Protection Order documents from the print icon. The system will render a PDF document.



Warrants, or any other document capture the state adds to the CloudGavel Platform, are displayed as a PDF inside the CloudGavel application.



The CloudGavel Platform has three robust features for searching: Dashboard, Reporting and the Data Exchange. The dashboard is a user's central location for accessing their working queue of Warrants that they created, reviewed, approved or in service. The reporting system allows users

to search using selected fields and produce a preformatted report or export data to a CSV or XLS file. The Exchange is much like the user's dashboard but is the location where users can search across agencies for warrants. The Exchange allows the client to configure which types of warrants are shareable.

Warrant Template Manager

The CloudGavel forms development engine allows you to create new warrants, subpoenas, court orders, bond orders and any other documentation that requires court approval. The admin users can create the fields for each warrant type, assign permissions to users and CloudGavel will render the warrant for data entry when a user creates a new warrant. Users are assigned to a warrant by user role and group. There is also an option to make the warrant confidential or assign the warrant to a specific person within the authorized list of users. Users can upload PDF files/documents to each warrant. The administrator can do the following when setting up a new warrant template.

- Definition of warrant types
- Configuration of content
- WYSIWYG editing of content with rich text features for bolding, formatting and color content.
- Insertion of pictures, logos and images into content.
- Scheduling of begin and end dates for use of warrant configuration for seamless administration and testing.
- Track changes to each with version control

Workflow Engine

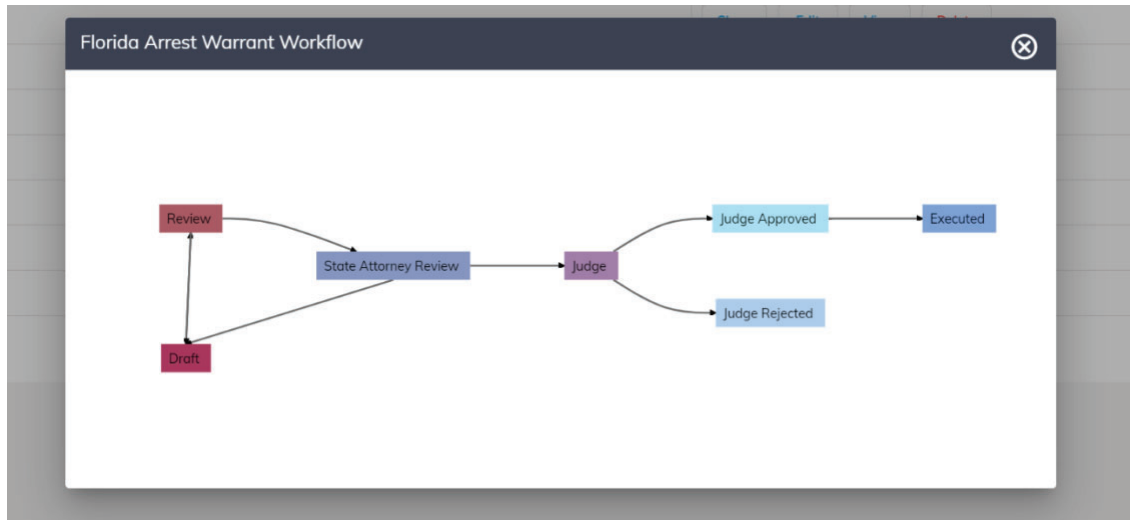
CloudGavel has industry standard workflows for supervisor approval of warrants and flow of warrants between judges and warrant affiants. All of this is out of the box with the ability to configure workflows dynamically. CloudGavel's powerful workflow engine enables the control and automation of the warrant process, documents, and electronic signing. New warrants can be added, and content adjusted at any time.

With each workflow, clients can decide what should happen, and modifying workflows is easy for any user skill. CloudGavel's default workflows can be used as is or configured for your specific needs. Workflows can be defined by roles, business processes or schedule. Users are alerted to pending tasks by the notification systems and the dashboard. Configuration is at your fingertips.

- Create simple or multistage workflows
- Delegate approvals in your absence
- Perform complex validation of data before processing.
- Generate notifications via email, SMS and in-app pop-ups
- Push or fetch data from other systems
- Trigger secondary or parallel workflows automatically
- Track workflow history

- Audit log of data changes

The graphic below depicts WYSIWYG workflow engine designer



The solution allows printing of warrants and Protection order information as PDF documents. See printing discussion above under warrant entry and update.

The solution provides an electronic PDF document that is searchable and describes each screen. In addition, each screen has a help link.

CloudGavel Platform has an audit trail that tracks who edited a warrant with the date and time. As the document moves through the workflow engine, comments/notes and other data can be added to the warrant.

CloudGavel Platform has a robust search engine. The user can query data by a variety of information such as warrant number, SSN, agency, etc. During the discovery phase we will collect all the search fields needed and add them to the search screen as filter elements.

CloudGavel Platform will allow users to note and make comments on a warrant. If the user wants to make changes that another user created, the user either adds a note or comment transaction or clones the warrant and makes updates under their user account. This allows the original document content to remain intact. Review or judge can reject and comment on the change needed.

Warrant Service Module

Warrant Entry (Option 1) – CloudGavel Electronic Warrant (eWarrant) application
 The CloudGavel Electronic Warrant Module allows for officers and courts to fill out warrant applications, court orders and subpoenas in the online document processing application. For example, if an officer needs to get an arrest warrant for a suspect determined during the course of an investigation, that officer will begin this process in the eWarrant Approval Module.

First, the officer will fill out the affidavit and application for the warrant. In this affidavit, the LEO will include all relevant information concerning the suspect, the elements of the crime and the probable cause narrative. Once this application and affidavit is completed, the LEO will then send the document to the next step in the process. This may include review of the application / affidavit by a supervisor or a prosecuting attorney.

Next, the application / affidavit is sent to the “on duty” judge to be reviewed and, if approved, signed by the judge. During this step, the judge may also set up the amount of bond and any conditions for bond for the associated warrant. The judge’s signature is added electronically, and the warrant is sent back to the requesting officer and the Warrants Division of the DuPage County Sheriff’s Office.

The Warrants Division user is then notified that a warrant has been submitted. They then open the submission and review the information that was provided in the application. This information is limited to the suspect and the elements of the charges from the warrant; the information from the probable cause narrative is not available to the Warrants Division users. Once the Warrants Division user verifies the information provided on the warrant, the warrant is then confirmed and entered into the CloudGavel Warrant Service Module and LEADS.

Note that any document that needs to be processed by the Law Enforcement Agencies, prosecuting attorneys or the courts can be created, distributed, and signed within the CloudGavel eWarrant Module. This can include Arrest Warrants, Bench Warrants, Search Warrants, Subpoenas, Court Orders and any other document type.

Warrant Entry (Option 2) – Manual entry into the CloudGavel Warrant Service Module This option follows more closely the existing warrant entry method. The application and affidavit are created manually by the officer and printed out. The printed copy is carried to the on-duty judge to be signed by hand. The officer then carries the signed warrant to the Warrants Division at the Sheriff’s Office where it will be manually entered in the Warrant Service Module and CLETS.

Once the Warrants Division receives the paper copy of the warrant, the user then enters the suspect information, related charges, and bond information into the Warrant Service Module. (This is the same information that would be imported from the CloudGavel Warrant Module.)

Warrant Entry (Option 3) - Warrants can be auto-entered through an integration between CloudGavel and a third-party records management system operated by the Courts, Clerks, etc...

Warrant Assignment

Both entry methods will allow the warrants division user to select the “Originating” agency (required), the “Agency Assignment” (optional). If the user selects the Agency Assignment, they can also pick a user OR user group to which the warrant would be

assigned for execution. If no agency is selected at the time of warrant entry, the warrant division users at the Sheriff's Office would need to select that agency later. If an Agency is selected, but no user or user group is selected, the warrant division user OR an agency administrator at the assigned agency could select the user or user group assigned to the warrant for execution.

Submission To LEADS/NCIC

After the warrant entry / import process has been completed, the Warrant Division user will be prompted to submit the warrant information to LEADS/NCIC. Upon confirmation, the warrant information will then be submitted to the State Switch and sent to NCIC and LEADS.

Warrant updates made through the Warrant Service Module can also be confirmed and pushed to NCIC/LEADS. This will include status changes, charge/bond changes and suspect information/details updates. After the change is made by authorized personnel, the user will be prompted to update the NCIC/LEADS entry through the Warrant Service Module.

Warrant Service/Due Diligence

Once entered, the assigned agency will be responsible for maintaining, updating, and correcting the warrant in the Service Module. Specific users, including users responsible for the administration and execution of the warrant, will have access to the warrant for administrative purposes. These two roles can be, but do not have to be, assigned to the same user. (i.e. – the release to agency may have a “warrants division” user assigned to administer the warrant and a separate officer assigned to execute the warrant.) Each of these roles and what they can do will be based on role-based permissions. These functions include, but are not limited to, the following items:

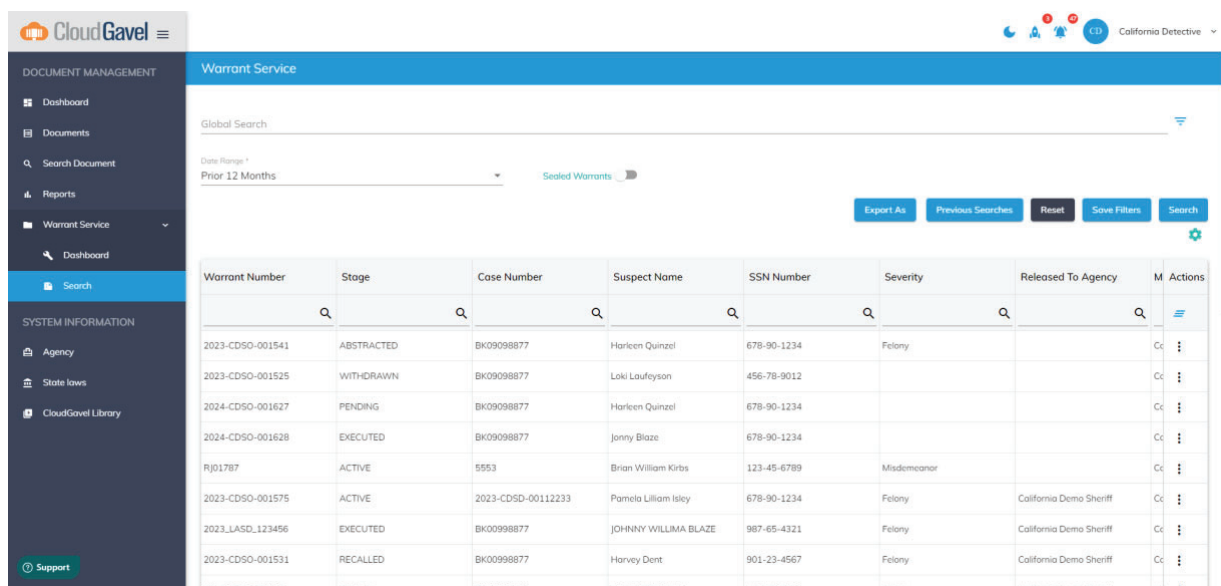
- Update suspect name, suspect demographic information, suspect identifiers (SSN, FBI, LEADS, etc.),
- Suspect location information including current, last known, and suspected addresses and, if incarcerated, that the suspect is incarcerated and the location of incarceration
- Charging and bond information
- Updating State and status (Active, On Hold, Outstanding, Served, Recalled, Error) and the states relative status
- Adding, editing, or updating warrant service notes, including reports on Due Diligence
- Assigning the warrant to a specific user or user group to be served
- Print, download to PDF or email the warrant abstract
- Print, download to PDF or email the warrant information sheet
- Print, download to PDF or email the warrant service history, including due diligence
- Run on demand or schedule agency level reports. These reports may be printed, downloaded as PDF or emailed to other users inside the system.

Warrant Information Access

After the execution or recall of the warrant, the assigned agency or the warrant division of the Sheriff's Office can update the warrant status to reflect this change. Once moved to the status of served, recalled or error and placed in inactive status, only users with the specifically assigned permission would be able to move the warrant from these stages/statuses back to "active."

At any point during the warrant service process, all authorized parties can access the warrant information in a "view only." This may include the Courts, the Clerk of Court's office, county prosecutors and approved Law Enforcement Agencies.

Warrant Service Module Screen Shots and Text



The screenshot displays the CloudGavel Warrant Service interface. On the left is a dark sidebar with navigation options: DOCUMENT MANAGEMENT (Dashboard, Documents, Search Document, Reports, Warrant Service, Dashboard, Search) and SYSTEM INFORMATION (Agency, State laws, CloudGavel Library, Support). The main content area is titled "Warrant Service" and features a "Global Search" bar, a "Date Range" dropdown set to "Prior 12 Months", and a "Sealed Warrants" toggle. Below these are buttons for "Export As", "Previous Searches", "Reset", "Save Filters", and "Search". The central part of the screen is a data table with columns: Warrant Number, Stage, Case Number, Suspect Name, SSN Number, Severity, Released To Agency, and Actions. Each column has a search icon. The table contains several rows of warrant data.



Warrant Number	Stage	Case Number	Suspect Name	SSN Number	Severity	Released To Agency	M Actions
2023-CDSO-001541	ABSTRACTED	BK09098877	Harleen Quinzel	678-90-1234	Felony		Cc ⋮
2023-CDSO-001525	WITHDRAWN	BK09098877	Loki Laufeyson	456-78-9012			Cc ⋮
2024-CDSO-001627	PENDING	BK09098877	Harleen Quinzel	678-90-1234			Cc ⋮
2024-CDSO-001628	EXECUTED	BK09098877	Jonny Blaze	678-90-1234			Cc ⋮
RJ01787	ACTIVE	5553	Brian William Kirbs	123-45-6789	Misdemeanor		Cc ⋮
2023-CDSO-001575	ACTIVE	2023-CDSO-00112233	Pamela Lilliam Isley	678-90-1234	Felony	California Demo Sheriff	Cc ⋮
2023_LASD_123456	EXECUTED	BK00998877	JOHNNY WILLIMA BLAZE	987-65-4321	Felony	California Demo Sheriff	Cc ⋮
2023-CDSO-001531	RECALLED	BK00998877	Harvey Dent	901-23-4567	Felony	California Demo Sheriff	Cc ⋮







Warrant Service Module – Search Results Grid

- Results can be sorted by clicking in the header of each column. This will alternate between ascending and descending order.
- Results can be filtered by adding a value in the column filter (beside the magnifying glass).
- Results can also be filtered by adding a value to the Global Search at the top.
- Once the correct warrant is located, that entry can be viewed by clicking the "action button" in the far-right column and selecting view. Other actions can be added to the main page as needed.

← California Demo Region / Arrest Warrant - CA / 2023-CDSO-001575 / 2023-CDSO-00112233

Warrant Info Warrant Service Notes Attachment Audit Log

Global Search Due Diligence  


<input type="checkbox"/>	Entry Details	Actor Name	Created Date ↓	Entry Type	Actions
<input type="checkbox"/>	RESON FOR RETURN TO ACTIVE WARRANT WAS ACTIVATED BY JUDGE	California Detective	04/19/2024 10:25 AM	Due Diligence	
<input type="checkbox"/>	DATE RETURNED TO ACTIVE 04/19/2024	California Detective	04/19/2024 10:25 AM	Due Diligence	
<input type="checkbox"/>	WARRANT STAGE HAS BEEN UPDATED FROM EXECUTED TO ACTIVE	California Detective	04/19/2024 10:25 AM	Due Diligence	
<input type="checkbox"/>	Warrant has been assigned to California Demo Police Department	California Warrants	04/19/2024 10:23 AM	Warrant Note	
<input type="checkbox"/>	Warrant has been assigned to California Warrants in Agency- California Demo Sheriff	California Detective	04/19/2024 10:22 AM	Warrant Note	 
<input type="checkbox"/>	Warrant has been assigned to California Demo Sheriff	California Detective	04/19/2024 10:21 AM	Warrant Note	 
<input type="checkbox"/>	Warrant has been assigned to California Demo Sheriff	California Detective	04/19/2024 06:54 AM	Warrant Note	 
<input type="checkbox"/>	EXECUTION NOTES Test	CaseyCA Detective	01/23/2024 08:48 AM	Due Diligence	
<input type="checkbox"/>	DATE OF EXECUTION 01/23/2024	CaseyCA Detective	01/23/2024 08:48 AM	Due Diligence	
<input type="checkbox"/>	WARRANT STAGE HAS BEEN UPDATED FROM ACTIVE TO EXECUTED	CaseyCA Detective	01/23/2024 08:48 AM	Due Diligence	
<input type="checkbox"/>	WARRANT STAGE HAS BEEN UPDATED FROM RECALLED TO ACTIVE	CaseyCA Detective	01/23/2024 08:47 AM	Due Diligence	













Warrant Service Notes / Due Diligence Log

Lists all activity and entries made for the specific warrant. Users can download a list of the entries into CSV or PDF. New warrant notes and Due Diligence activities can be added from this page. Data updates, document uploads, assignments and status/stage changes are automatically entered on this page. Entries can be sorted and filtered by utilizing the column header (to sort) and the column filters. Global search will search/filter all columns for the entered data. Actions, including viewing and updating the entries, can be taken by clicking the button in the action column and selecting the appropriate action.

← California Demo Region / Arrest Warrant - CA / 2023-CDSO-001575 / 2023-CDSO-00112233

Warrant Info Warrant Service Notes Attachment Audit Log

Global Search 

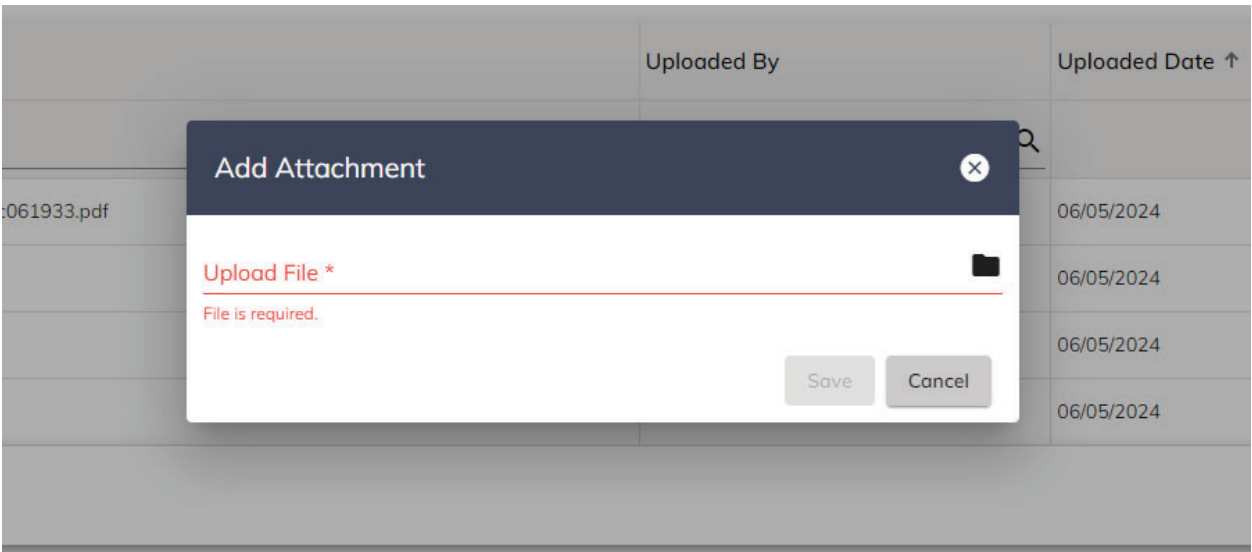
File Name	Uploaded By	Uploaded Date ↑	Actions
2ee25afd-87f0-4378-921b-af24ac061933.pdf	California Detective	06/05/2024	  
Booking Photos.jpg	California Detective	06/05/2024	  
Order to Unseal Warrant.docx	California Detective	06/05/2024	  
Order to Seal Warrant.docx	California Detective	06/05/2024	  

Items per page: 50 1 - 4 of 4 << < > >>

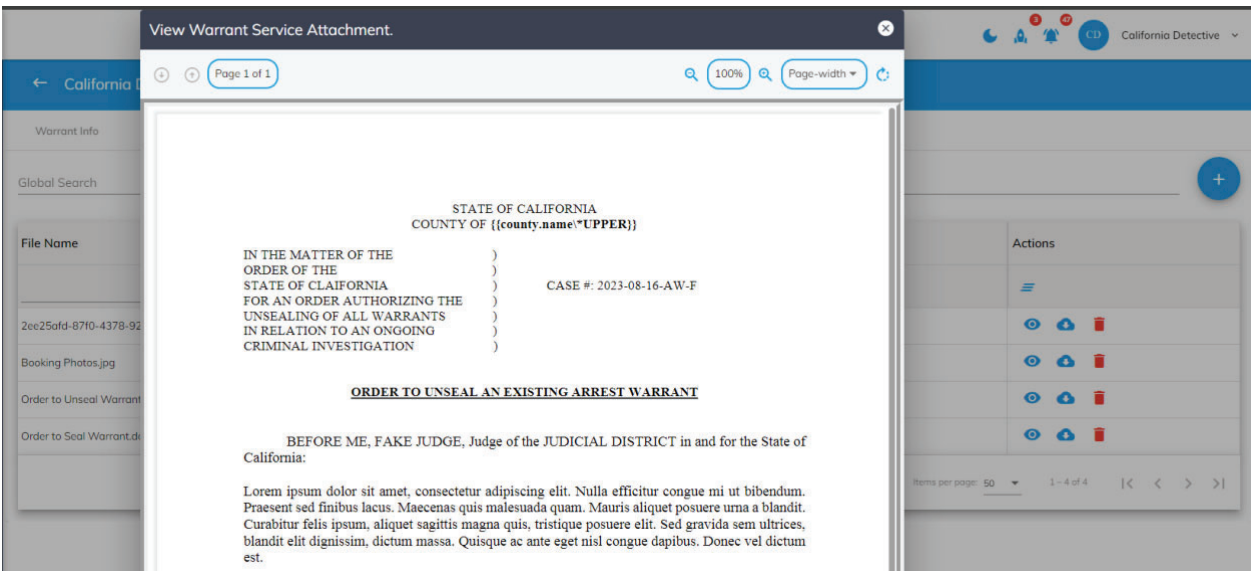
Attachment / Document View

Externally generated documents can be uploaded to and accessed from the attachment page. New documents are added by clicking the add button (top right of the grid) and uploading the document by file selection or drag/drop. Uploaded documents can be viewed in an iFrame

window by clicking the “view” icon. Uploaded documents can be downloaded to the user’s local machine by clicking the “download” icon.



File Upload Utility



Uploaded File iFrame Window View

← California Demo Region / Arrest Warrant - CA / 2023-CDSO-001575 / 2023-CDSD-00112233

Warrant Info Warrant Service Notes Attachment Audit Log

Global Search

Action Date ↓	Action Performer	Action	Browser / App Version	IP Address
	🔍	🔍	🔍	🔍
06/05/2024 12:13 PM	California Detective	Downloaded Attachment: Order to Unseal Warrant.docx	Chrome 125.0.0 (x64)	174.79.83.37
06/05/2024 12:12 PM	California Detective	Attachment(s) uploaded: 2ee25afd-87f0-4378-921b-af24ac061933.pdf	Chrome 125.0.0 (x64)	174.79.83.37
06/05/2024 12:12 PM	California Detective	Attachment(s) uploaded: Booking Photos.jpg	Chrome 125.0.0 (x64)	174.79.83.37
06/05/2024 12:12 PM	California Detective	Attachment(s) uploaded: Order to Unseal Warrant.docx	Chrome 125.0.0 (x64)	174.79.83.37
06/05/2024 12:11 PM	California Detective	Attachment(s) uploaded: Order to Seal Warrant.docx	Chrome 125.0.0 (x64)	174.79.83.37
04/19/2024 10:25 AM	California Detective	WARRANT STAGE HAS BEEN UPDATED FROM EXECUTED TO ACTIVE	Chrome 124.0.0 (x64)	104.9.253.223
04/19/2024 10:22 AM	California Detective	WARRANT SERVICE HAS BEEN ASSIGNED IN California Demo Sheriff	Chrome 124.0.0 (x64)	104.9.253.223
01/23/2024 08:48 AM	CaseyCA Detective	WARRANT STAGE HAS BEEN UPDATED FROM ACTIVE TO EXECUTED		
01/23/2024 08:47 AM	CaseyCA Detective	WARRANT STAGE HAS BEEN UPDATED FROM RECALLED TO ACTIVE		
01/23/2024 08:45 AM	CaseyCA Detective	WARRANT STAGE HAS BEEN UPDATED FROM ACTIVE TO RECALLED		
01/23/2024 08:25 AM	CaseyCA Detective	Warrant Updated by: CaseyCA Detective		

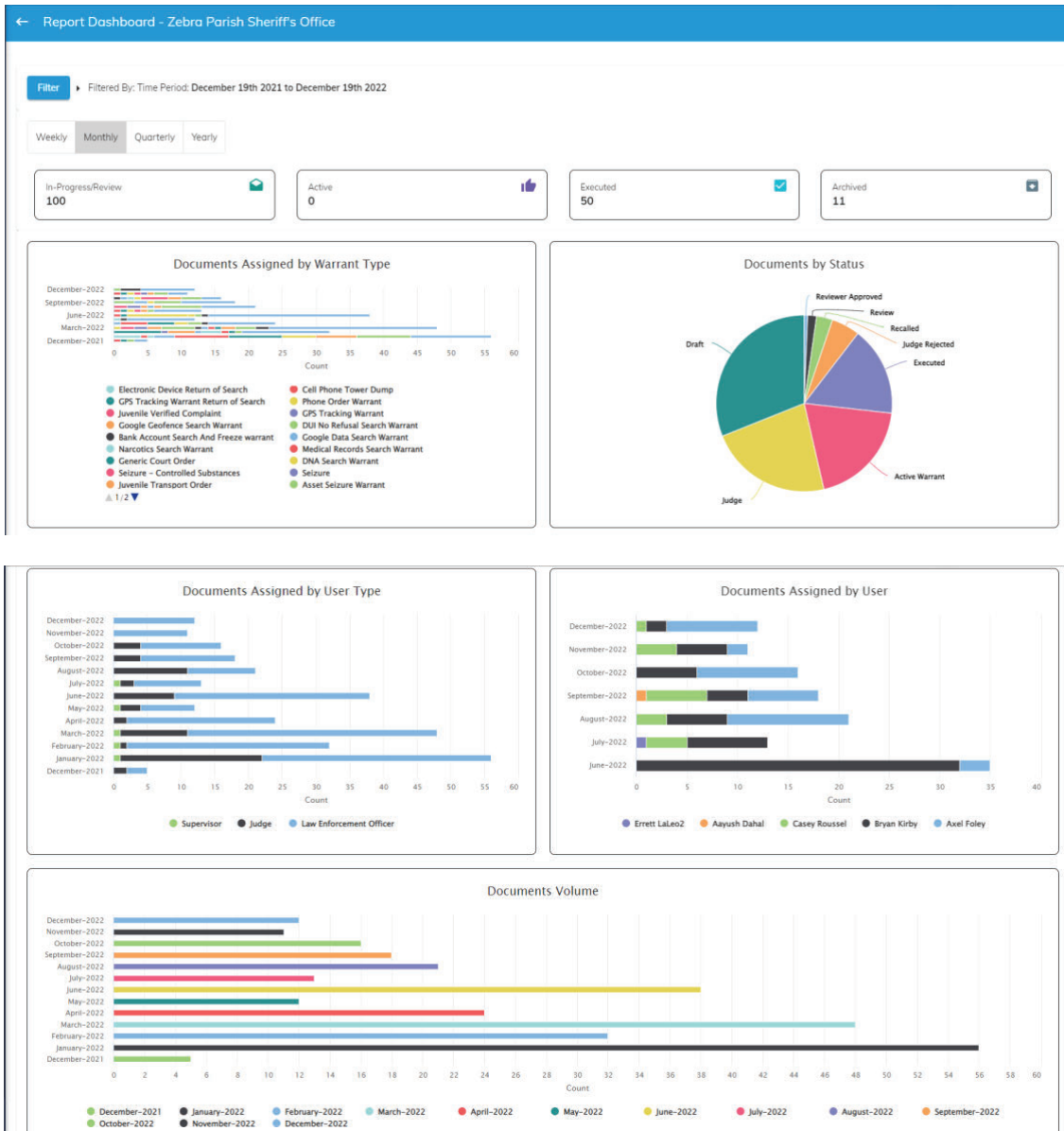
Warrant Service Audit Log

All actions taken on the warrant entry, including view, print and export, are recorded. Information from the grid can be exported to CSV or PDF.

CloudGavel Warrant Dashboard

Reporting

CloudGavel platform supports configurable dashboards and extensive reporting which are capable of being pulled for various warrant types in the Status/Stages in the system. Filters can be added to allow you to see warrants by any captured parameters. You can generate reports in graphical or in tabular format which can be exported to CSV or Excel.

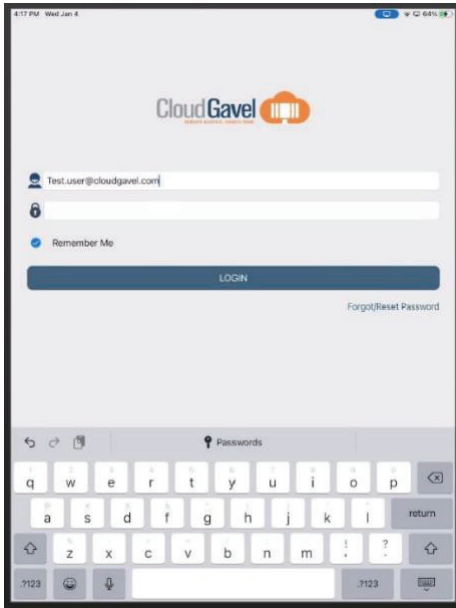


GIS

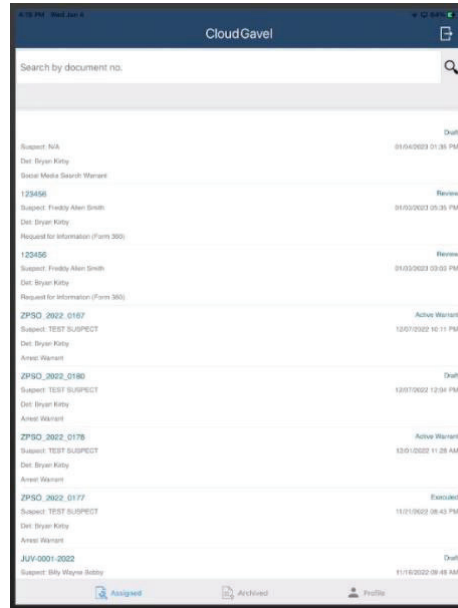
The CloudGavel Platform geographic information system uses location-based technology services to geographically show where Warrants and Protection Orders are located when they have a geographic address. This system allows for identification of hot spots of activity and optimizes the serving of warrants by allowing a user to organize activity around a geographic location. During the setup of a warrant template, the administrator identifies which addresses should be geocoded and CloudGavel automatically converts those addresses for geographic presentation on the user's dashboard.

Mobile Application

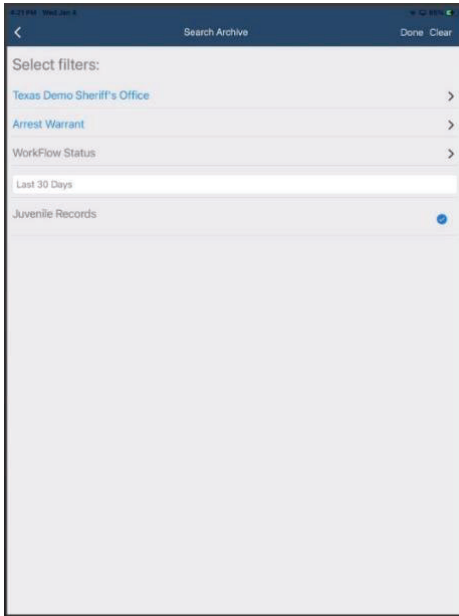
The CloudGavel Mobile application is available on iOS and Android. It allows users to search for warrants by present parameters, view warrant information / documents (as permitted), and update warrant statuses. The app also meets all LEADS and CJIS security requirements for mobile devices connecting to CJJ data, including the use of Apple FaceID and Android Biometric Authentication for Two Factor Authentication.



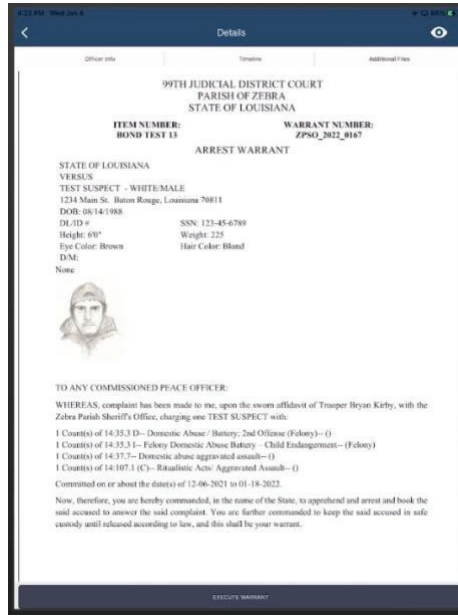
Standard log in procedures with 2FA



Assigned Warrant Pick List



Warrant Search Filters



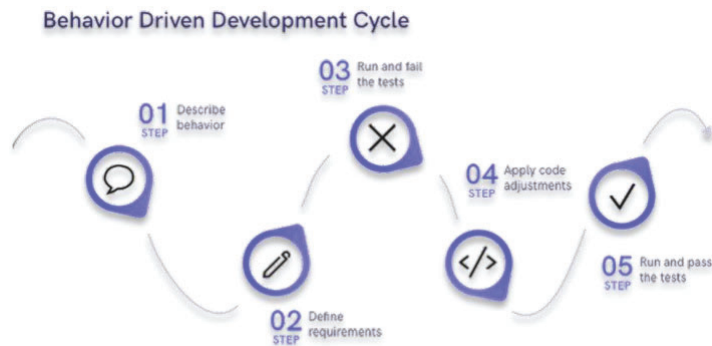
Warrant view (if desired) with status update ability

Description of Technical Architecture

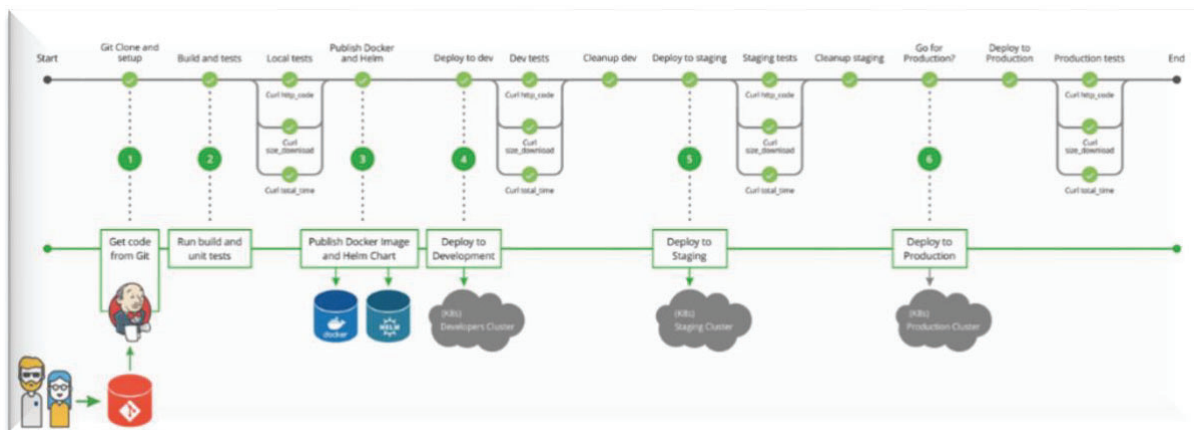
CloudGavel Application Platform

CloudGavel's API-driven decoupled layer application architecture is built on the Microsoft .net Core using a SQL server as the backend database. We currently host 250 agencies in the AWS Government cloud in a multi-tenant SAAS (Software as a Service) environment. One customer in Florida hosts the system on-premises. CloudGavel is a CJIS-compliant solution hosted in AWS GovCloud (US) using the latest Full Stack development technologies. Based on the requirement of the agency, we can support LA 's system as stand-alone database or part of multi-tenant architecture.

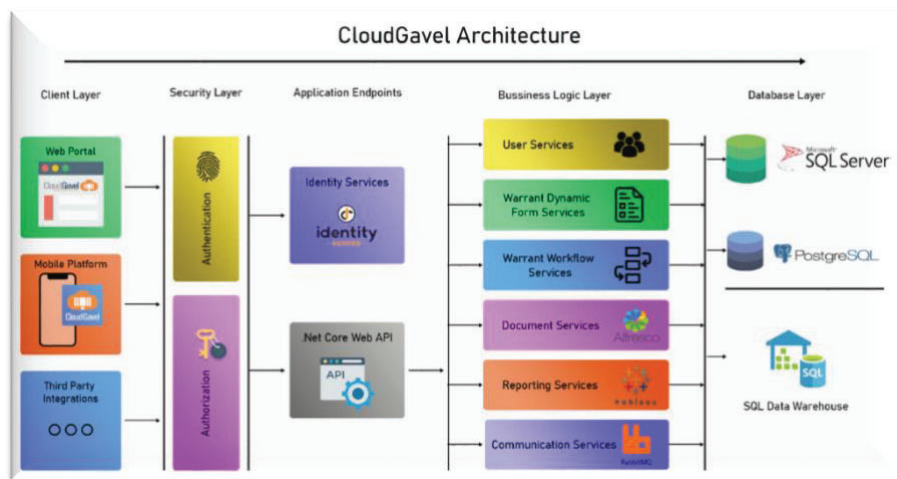
CloudGavel uses Agile project management methodologies running two weeks sprint for enhancements and continuous development of the platform. Our behavior-driven development (BDD) process encourages collaboration among developers, QA and non-technical or business participants in a software project.



At the conclusion of each requirements analysis and throughout, the Scrum master will aggregate all the requirements gathered and develop a backlog of work to be performed. We will develop this in collaboration with stakeholders to ensure that the correct priority is being given to each item. Following CloudGavel's priority scoring framework, priority will be determined by assigning a score to each the urgency of the item and the value of the item. CloudGavel, as an agile software delivery group, will deliver each item iteratively through the sprint life cycle. The following steps show end-to-end SDLC of CloudGavel Platform.



CloudGavel technology stack uses the latest best-in-breed development tools to provide a robust framework for application engines.



Client Layer - CloudGavel is a 100% web-based solution accessible using all modern web browsers. CloudGavel is also available as native IOS app downloadable from an app store. Platform is using Angular as client-side script with modern responsive theme. External products like CMS, jail management system exchange data and communicate with CloudGavel platform using authorized API end points. Development stack:

- Angular
- HTML 5
- IOS
- Material UI

Security Layer - The CloudGavel Platform is fully compliant with all aspects of the CJIS Security Policy that are applicable to the services we propose to provide the State. Deployed on Amazon Web Services (AWS), the CloudGavel Platform benefits from the industrial- strength AWS security infrastructure. CloudGavel platform uses Amazon Web Services (AWS) utilities and tools to encrypt their criminal justice data in AWS GovCloud (US) employing FIPS 140-2 validated encryption in-transit services and FIPS-197 compliant encryption for data at-rest. Please refer to application security document for detailed security layers architecture of CloudGavel Platform. Development stack:

- AWS WAF
- Identity Server
- Two-factor authentication
- OWASP top 10 vulnerability management & penetration testing

Application Endpoint – Application endpoints are the bridge establishing secure & authenticated connections between business logic and user layers. The user (resource owner) initiates an authentication request with the identity server. If the credentials are valid and everything checks

out the authorization server obtains end-user consent and grants the client application an access token. System generate signed JWT token once the user authentication is verified. The token contains user identity and authorization details of the user. Every communication endpoint requires a JWT token to be sent with HTTPS call.

Development stack

JWT authorization token

Business Logic Layer - The business logic layer is the core of CloudGavel Application platform. In the logic layer, classes decide what information they need to solve their assigned problems, request data from the data layer, manipulate that information as required, and return the ultimate results to the presentation layer for formatting. Platform has further divided the layer into following smaller group for easy of management and classification.

- User Services: Users role and permission management services
- Dynamic form services: Engine to create dynamic data capture forms based on JSON configuration.
- Workflow services: Engine to configure document approval workflow with multiple business rules and stages transition
- Document services: Document storage and retrieval
- Reporting services: Customizable reports and dashboards. Analytical visualization tools
- Communication services: Message queuing, email and SMS notification

Database Layer - CloudGavel platform uses RDS SQL Server with Multi-AZ configuration.

API Platform - Real Time Data Exchange using CloudGavel

CloudGavel's de-coupled application architecture offers a flexible data management and exchange solution using JSON-based Restful API framework.

For the Law enforcement domain that needs strong and seamless integration, pulling a constant stream of data from one or more sources is critical. CloudGavel set of APIs is designed to decrease development time, save storage space on endpoint devices, and overcome any differences in the standards or programming languages used to create the data that lives at either end of the bridge.

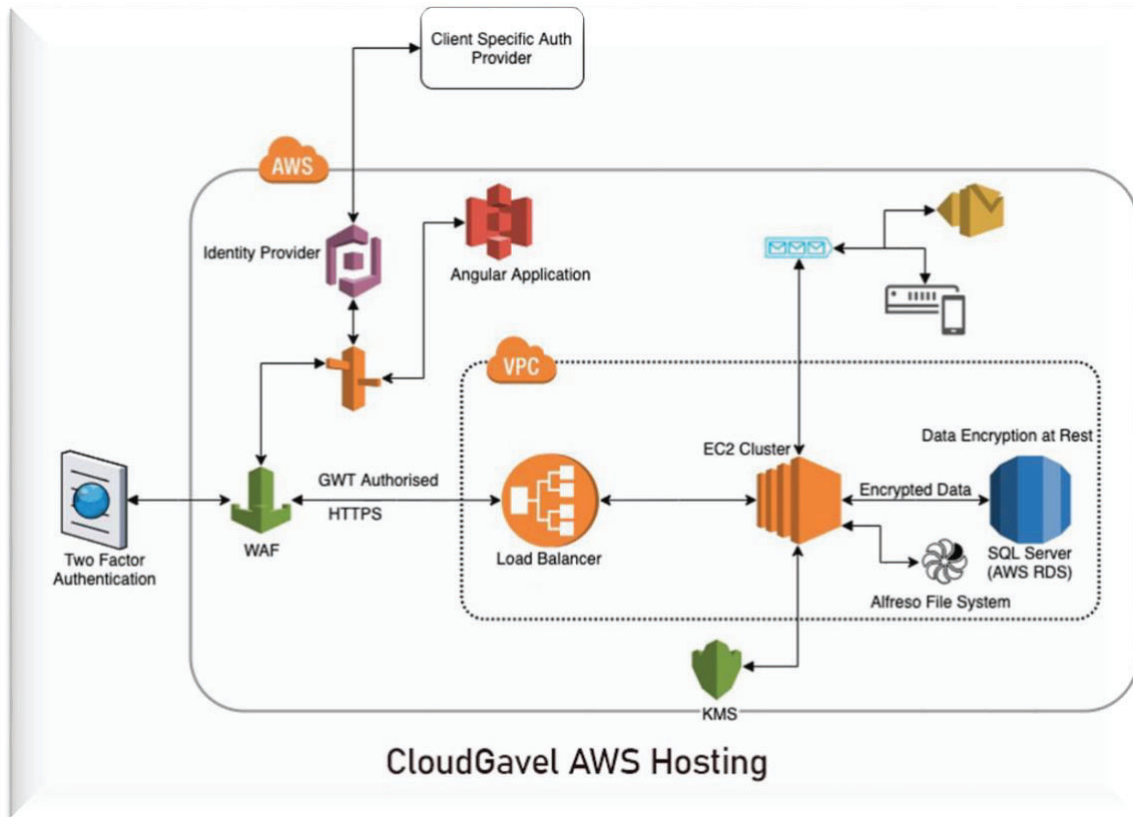
The CloudGavel data tier provides the logical storage location and processing for all database related information and file type media. CloudGavel utilizes a redundant, cloud-based relational database architecture to house client data in federated databases, ensuring maximum data integrity and performance when exchanging data with the business logic tier. File type media management is also controlled by the data tier and stores data on redundant, high availability cloud storage platform.

CloudGavel Platform makes several API endpoints available for County integration who wish to interact and integrate with the data within the platform.

CloudGavel Hosting & Network Diagram

CloudGavel Platform uses AWS to manage and secure their applications, data, and other CJIS resources in the AWS GovCloud (US). AWS GovCloud (US) Regions consist of US data centers hosting services authorized to FedRamp High, managed by US citizens, and offering the FIPS validated endpoints necessary to build CJIS-compliant solutions.

One critical control is the use of independently tested and validated encryption to protect sensitive information both in-transit and at-rest, regardless of physical location. Another critical control involves limiting access to individuals that hold or manage encryption keys, allowing CloudGavel to define and limit the universe of users with logical access to CJIS.



AWS empowers CloudGavel Platform to encrypt their criminal justice data in AWS GovCloud (US) employing FIPS 140-2 validated encryption in-transit services and FIPS-197 compliant encryption for data at-rest.

Authentication

Support for 2-Factor Authentication

Support for Azure activity directory and OKTA authentication software

Application Security:

- Core components of the application architecture are secured within a private VPC
- All requests to the application are governed by WAF (Web Application Firewall)
- All the API requests are made over HTTPS

- All the keys are managed in Key Management System (KMS) with restricted access

Data Security

In compliance with CJIS standards, all critical data is encrypted in rest and in motion

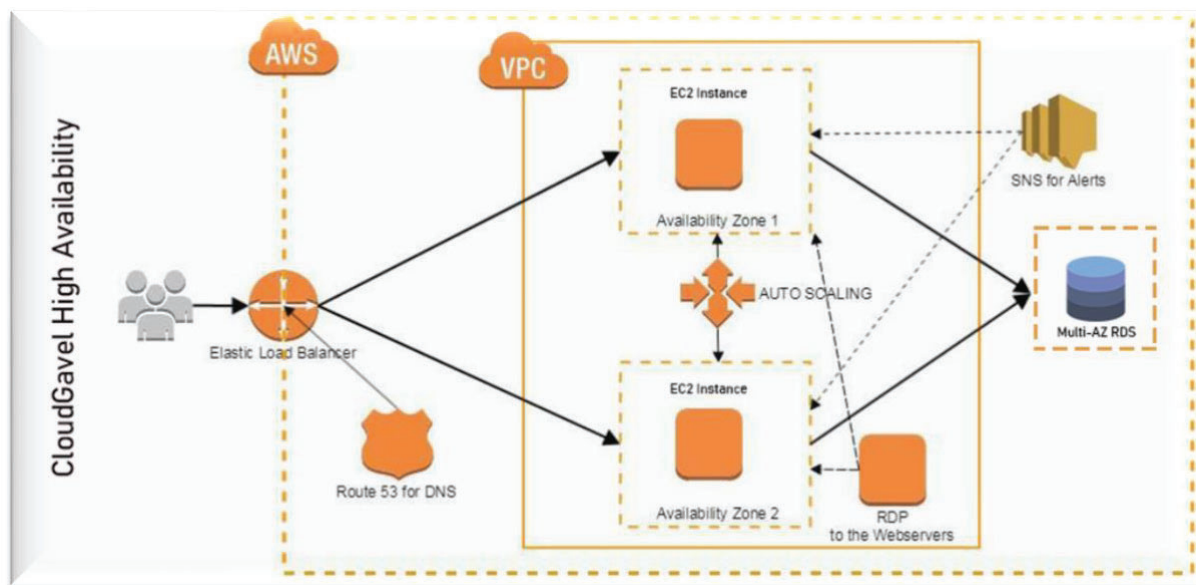
Scalability

Application is hosted on an EC2 cluster front ended by Application load balancer for seamless scalability

Monitoring & Alert

Set Up CloudWatch for application monitoring and Alerting

The graphic below depicts CloudGavel high availability structure




CloudGavel Application Security

CloudGavel Platform is fully compliant with all aspects of the CJIS Security Policy that are applicable to the services we propose to provide the State.

Deployed on AWS the CloudGavel Platform benefits from the industrial- strength AWS security infrastructure. CloudGavel platform uses AWS utilities and tools to encrypt their criminal justice data in AWS GovCloud (US) employing FIPS 140-2 validated encryption in-transit services and FIPS-197 compliant encryption for data at-rest.

Platform addresses all stated DAS/ODPS security requirements including logging, data center security, encryption, antivirus, network security, access and identity management and data handling.

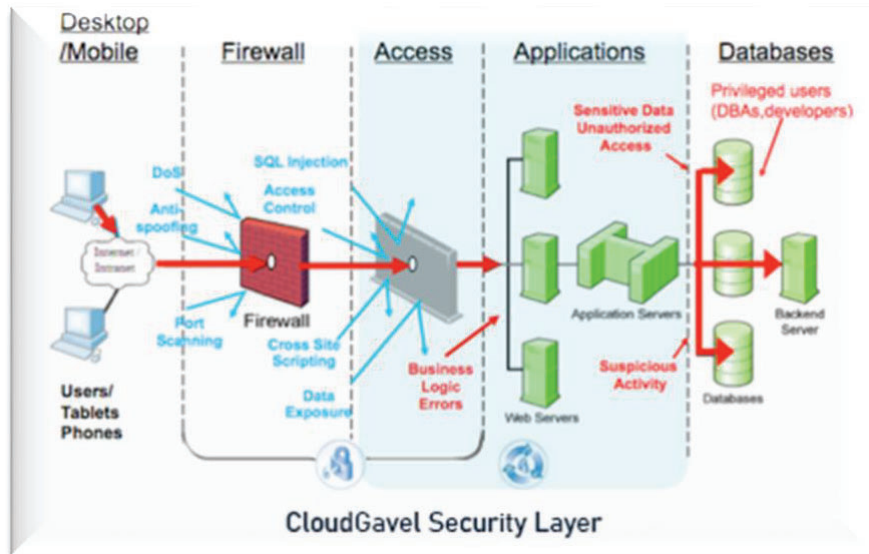


AWS

- 100% managed by resources in the US
- Puts strong safeguards in place for added data protection
- All data is stored in highly secure AWS data centers
- Provides several security capabilities to increase privacy & control network access
- Network firewalls built into Amazon VPC
- Encryption in transit with TLS
- Manages dozens of compliance programs

Certifications / Attestations	Laws, Regulations, and Privacy	Alignments / Frameworks
DoD SRG	DNB [Netherlands]	CJIS
FedRAMP	EAR	CLIA
FIPS	EU Model Clauses	CMS EDGE
IRAP	FERPA	CMSR
ISO 9001	GLBA	CSA
ISO 27001	HIPAA	FISC
ISO 27017	HITECH	FISMA
ISO 27018	IRS 1075	G-Cloud
MLPS Level 3	ITAR	GxP (FDA CFR 21 Part 11)
MTCS	My Number Act [Japan]	ICREA
PCI DSS Level 1	U.K. DPA - 1988	IT Grundschutz
SEC Rule 17-a-4(f)	VPAT / Section 508	MITA 3.0
SOC 1	EU Data Protection Directive	MPAA
SOC 2	Privacy Act [Australia]	NIST
SOC 3	Privacy Act [New Zealand]	PHR
UK Cyber Essentials Plus	PDPA - 2010 [Malaysia]	Uptime Institute Tiers
	PDPA - 2012 [Singapore]	UK Cloud Security Principles
	Privacy Shield	
	Spanish DPA Authorization	

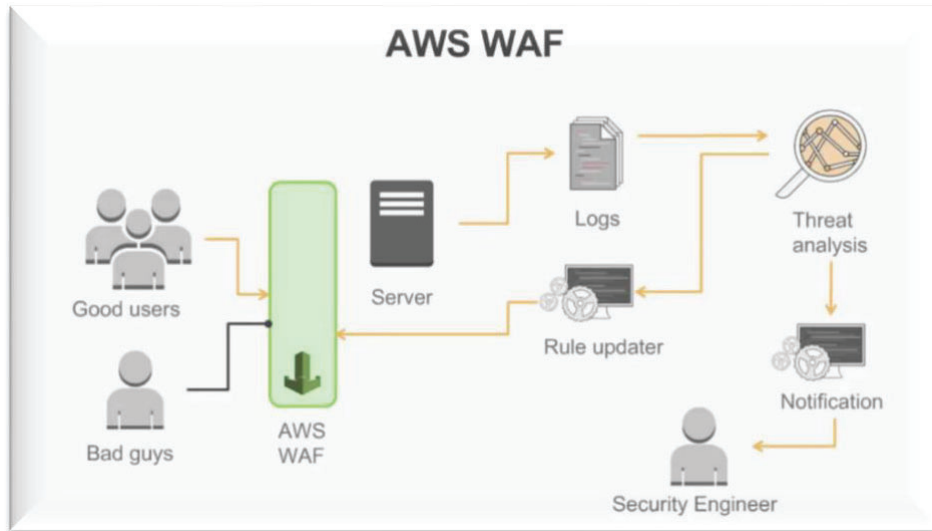
CloudGavel platform has implemented layered security structure for robust and configurable security needs as per modern cloud platform.



We also use AWS WAF for application-level firewall to detect common web exploits that may affect availability, compromise security, or consume excessive resources.

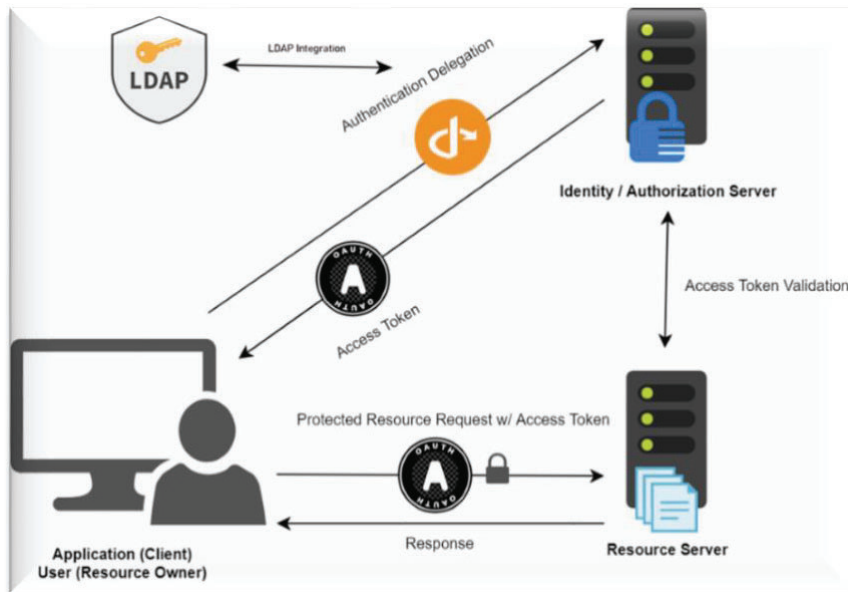
All data communication over the internet is secured via Transport Layer Security protocol (TLS) using HTTPS. Security certificate is created using 2048 bits key for the highest possible encryption.

CloudGavel Platform uses AWS WAF in conjunction with CloudWatch for application-level firewall. WAF monitors HTTP and HTTPS requests for Application Load balancer to secure and protect our traffic against DDoS or malicious attack.



CloudGavel Platform uses 2-factor authentications with an option for single sign on integration using Azure active directory or OKTA authentication software.

The following is a diagram showing the process flow for authentication and authorization for the CloudGavel SSO architecture:

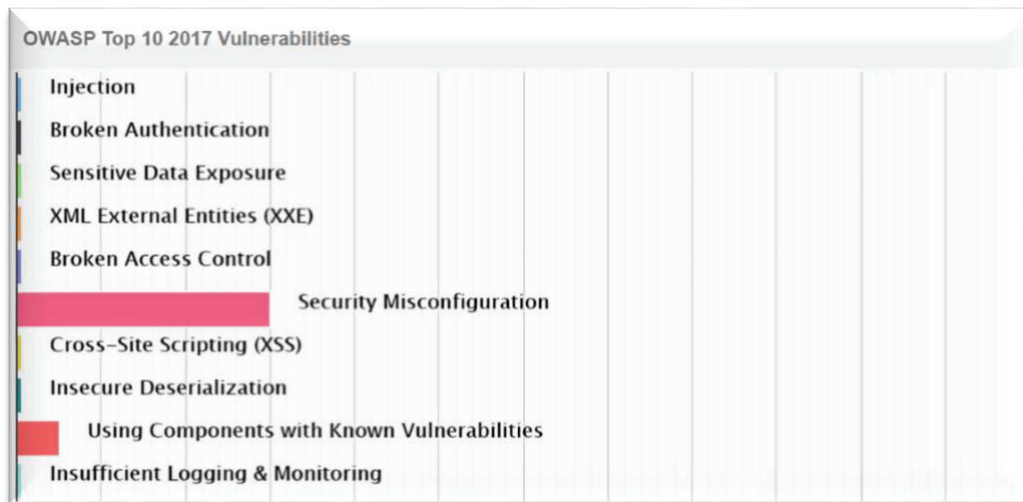


The user (resource owner) initiates an authentication request with the identity server.

If the credentials are valid and everything checks out, the authorization server obtains end-user consent and grants the client application an access token.

The access token is attached to subsequent requests made to the protected resource server. The authorization server validates the access token; if successful the request for protected resources is granted, and a response sent back to the client application.

CloudGavel incorporates OWASP (Open Web Application Security Project) top 10 security prevention and detection steps in their SDLC. Third party tool Qualys is continuously used for penetration testing during development and in production.



CloudGavel Platform adheres to the following best practices for the database security:

The database layer is configured to run in private VPC and only accessible by web server over secure TCP protocol.

- We encrypt both live and backup database files
- We continually Audit and monitor database activity

CloudGavel follows CJIS policy listing our disaster recovery and backup plan.

Project Timeline Estimate

<u>Steps</u>	<u>Start Date</u>	<u>End Date</u>
Kick Off	08/05/2024	-----
Discovery & Gap Analysis	08/07/2024	08/23/2024
Requirement Validation	08/26/2024	09/06/2024
Data Migration	09/09/2024	10/18/2024
Custom Development	09/09/2024	10/18/2024
Configuration & Implementation	09/30/2024	10/31/2024
Training	11/04/2024	12/06/2024
UAT	11/18/2024	12/16/2024
Go Live	01/06/2025	-----

The DuPage County Sheriff's Office Warrant Management Software Implementation Plan August 5th 2024 – Jan 6th 2025



Product Support & Maintenance

CloudGavel will develop a training plan working in conjunction with the County and provide as part of the initial deliverable. The training methodology on this project will consist of the train-the-trainer concept. We will develop course material and conduct training for administrators and helpdesk at the state level. We will conduct training of the administrator and super users for agencies. Each of these trained trainers will be responsible for training users under their respective domains.

Training Plan

The Training Plan Methodology will address, at a minimum, the following topics:

Training goals/standards and the specific plan for training technical personnel and end users.

Strategy for providing training early in the project to allow the training goals to be implemented throughout the project life cycle.

Tasks, deliverables and resources necessary to complete the training effort and identify tools and documentation necessary to support proposed effort.

The different types of training, the specific courses and course materials, the training approach for both technical personnel and end users, and how training effectiveness shall be measured and addressed.

A description of deliverables to support initial and ongoing training including user manuals, system manuals, on-line help, and training materials for technical/non-technical personnel.

Knowledge Transfer to enable State personnel to operate, maintain, configure and modify the new systems including operation of the testing tools, supporting infrastructure, and security.

Metrics for tracking progress in achieving training and knowledge transfer objectives.

Reporting progress of training and knowledge transfer activities.

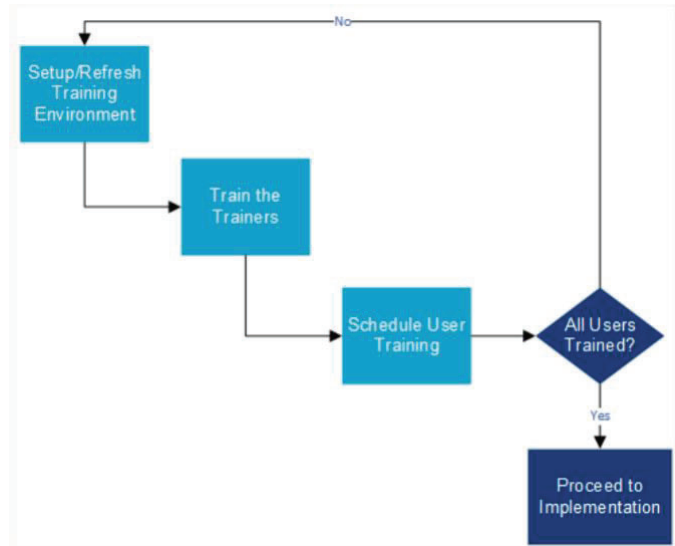
Strategy to minimize impact to business operations during transition to new system.

- Deliverables and Training Courses to be Addressed in Training Plan
- Knowledge Transfer for User Support
- System Administration and Configuration
- Server hosting, backup and DR plan
- In depth training for each module of the CloudGavel product

Training Environment

All training will occur on the latest build of the software in the Training cloud environment setup on AWS. The appropriate data will be staged to make the training meaningful. A separate database server will be set up for training purposes. Before each training session, the training database will be reloaded with the latest release from the data migration process, and the server will be loaded with the latest test version of the CloudGavel application.

Training will be a combination of webcast, in-person and online self-serve videos. For smaller groups and for judiciary training will be via a webcast. For train the trainer and key technical resources we will provide onsite training over a 4-hour period that covers 2 shifts of workers. We will have five sessions of train the trainer training which will be defined the training program submitted to the County during initial planning phase. We will work with County local IT and training resources responsible for setting up any local equipment for training. Team CloudGavel will not



provide training equipment other than a laptop and projector for the trainer. The graphic on the right depicts the methodology for training process flow

Develop and Provide Training Materials

CloudGavel will develop the training material required to train County staff, users, technical and operational teams. A plan for the various training material will be submitted to the County for review and approval. After the plan is approved, training material will be created and submitted to the County for final approval. Training materials will be available in online help, and in PDF format. We will provide all source files to the County in Microsoft Word format or other native file formats. This training material will cover the system's operation from a user standpoint and the configuration and maintenance components of the system for continued system administration. Team CloudGavel has developed a custom documentation program consisting of the following deliverables:

- Training Materials
- Plan for Development of Training Materials
- System Administration and Configuration
- User Training materials for Judges, Clerks, and Law Enforcement

Support

The proposed solution for DuPage County would include two tiers of support.

County Application Administrators and Local Agency Administrators would handle Tier One support. CloudGavel currently has several user types that would allow local HR or IT support personnel to handle these functions from the County or Local level without having access to any CJI. These functions would include, but are not limited to:

- User account creation
- User account deactivation
- User password reset (in addition to self-service password reset functions)
- FAQ on common workflow and process issues
- Updates for system configuration at the Application Administrator level

Tier One support should be available at a local telephone number, by email and by an integrated support portal inside the system. This contact information will be available inside the application on the primary login page and in a “support” link.

Tier Two support would be handled by the CloudGavel Support Specialist team. Members of this team would be readily available for contact during normal business hours and on an “on call” basis any time after normal business hours, weekends and holidays. Team members that are available “on call” are fully trained in the Warrant Service Module and will be able to assist with any questions at any time.

Tier Two support should be contacted by local support personnel if any issues need to escalate beyond Tier One support. Tier Two support can also be contacted directly by County or Local agencies if needed or if Tier One support is not available. Contact information for Tier Two support will be made readily available to Tier One support personnel as well as provided directly to the Application and Agency administrators.

CloudGavel also currently has a support portal managed in the Fresh Desk CSM application. This application runs outside of CloudGavel and is used to maintain a library of FAQs, contact information and training materials. This portal would be utilized as deemed appropriate by DuPage County for the Warrant Service Module. Fresh Desk also allows CloudGavel to manage support requests with a ticketing system and can be used in collaboration with DuPage County Sheriff support personnel.

Corporate Information & References

PROPOSED STAFF
Business Relationship Management
<p>The Business Relationship Team comprises Casey Roussel as the CloudGavel Engagement Manager. Casey will be CloudGavel's senior leadership responsible for the overall success of the project and execution of the contract. He will serve as the escalation point for the County's Project Team in anything related to the delivery team, contract, and client satisfaction.</p>
Project Management
<p>Bryan Kirby, Project Manager Bryan is the Project's Key Resource and serves as Project Manager to ensure the project is managed and executed through the initiate, plan, execute, monitor, and close phases. Bryan has worked on projects with multiple law enforcement agencies in the public safety and justice area for over 9 years.</p>
Technical Team
<p>The Technical Team is responsible for gathering interface requirements, developing interfaces to the ISD external systems, and performing additional product enhancements to meet the County's business requirements.</p> <p>The Technical Team is led by Sunil Shahi, Solution Architect. Sunil will provide technical support to the project team, including network and server infrastructure. Sunil has over 10 years of experience as a product engineer and has played an integral role in 100+ CloudGavel implementations over the past few years.</p> <p>Aayush Dahal, Interface Lead. Aayush will be responsible for the design of the CloudGavel solution through an understanding of the client's business needs and requirements. Aayush drives the company's product vision and roadmap to support the organization's business strategy. Aayush, has over 6 years of related work experience.</p> <p>Robert Jones, Data Conversion Lead: Robert will perform all database administration and engineering tasks consistent with the requirements, designs, test cases, and project standards. Robert has over 10 years of experience as a Database (DB) Administrator and has performed numerous data conversions for projects similar in size and scope to the proposed project.</p> <p>Suman Sahu, Business Analyst: Suman will provide analyst services to the team during the Requirements, Data Conversion, and Testing phases. Business Analyst. Suman has extensive knowledge of requirements elicitation, documentation, traceability, testing, and client training. His experience with System Functional Testing, User Acceptance Testing, and Regression Testing contributes to his ability to develop quality testable requirements and business rules. He has experience through the entire Software Development Lifecycle, which gives him the macro lens to identify areas for continuous improvement on projects. Suman has an Entry Certificate in Business Analysis (ECBA) from the International Institute of Business Analysis.</p>

References

SIMILAR CONTRACTS/RFPS PERFORMED: List below contracts under which the Proposer has provided similar services during the past three (3) years from the release date of this RFP. At least three (3) references are required. It is the prospective proposer's responsibility to inform the reference contact person that we will be contacting them.

Proposer's technical and support capabilities will be verified through reference checking, which may include site visits and contact with other clients or vendors.

REFERENCE NAME #1: 6th Judicial Circuit, Florida (Pinellas/Pasco County)

ADDRESS:

400 South Fort Harrison Ave., Clearwater, Florida 33756

CONTACT PERSON:

Adam Ross

Executive Director - Florida State Attorney's Office

Sixth Judicial Circuit of Florida

PHONE NUMBER: 727-464-6228. EMAIL: adamross@flsa6.gov

DATE OF CONTRACT: January 1, 2022, through perpetual

DESCRIBE PROJECT/SERVICES

Our CloudGavel Solution is deployed throughout the entire 6th Judicial Circuit. This includes all Sheriff's Office, all municipal police departments, and all state agencies. Agencies use CloudGavel to generate, process, and track criminal warrants through the entire warrant life cycle.

REFERENCE NAME #2: Palm Beach County Sheriff's Department, Florida

ADDRESS:

3228 Gun Club Road, West Palm Beach, Florida 33406

CONTACT PERSON:

Trina Hayes

Division Manager – IT Program Management

Palm Beach County Sheriff's Office

PHONE NUMBER: 561-688-3511 EMAIL: HayesT@pbso.org

DATE OF CONTRACT: Sept. 2016 through perpetual

DESCRIBE PROJECT/SERVICES:

Our CloudGavel Solution is deployed throughout the entire County of Palm Beach Florida. This includes all Courts, the Sheriff's Office, all municipal police departments, and all state

agencies. Agencies use CloudGavel to generate, process, and track criminal warrants through the entire warrant life cycle.

REFERENCE NAME #3: Las Vegas Justice Court

ADDRESS: 200 Lewis Ave, Las Vegas, Nevada 89155

CONTACT PERSON:

Judge Cynthia Cruz
Chief Judge
Las Vegas Justice Court

PHONE NUMBER: 702-671-3381 EMAIL: Cynthia.Cruz@clarkcountynv.gov

DATE OF CONTRACT: November 2021 through perpetual

DESCRIBE PROJECT/SERVICES:

Our CloudGavel Solution is deployed throughout the entire State of Nevada. This includes all Courts, Law Enforcement Agencies, and the Nevada Highway Patrol. Agencies use CloudGavel to generate, process, and track DUI warrants through the entire warrant life cycle.

SECTION 9 - PROPOSAL FORM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Offeror	CloudGavel LLC
Main Business Address	4305 Bluebonnet Blvd.
City, State, Zip Code	Baton Rouge, LA 70809
Telephone Number	866-297-5155
Fax Number	
Proposal Contact Person	Casey Roussel - President/CCO
Email Address	casey.roussel@fusionstak.com

The undersigned certifies that he is:

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

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

_____ Pratyush Kumar _____ (CEO)	_____ Casey Roussel _____ (President / CCO)
_____ Devika Singh _____ (Secretary / Treasurer)	

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

Further, the undersigned proposes and agrees, if this Proposal is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed. Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Offeror and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Offeror and is true and accurate.

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

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

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


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

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

PROPOSAL AWARD CRITERIA


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

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

X  President / cco
(Signature and Title)

CORPORATE SEAL
(If available)

PROPOSAL MUST BE SIGNED FOR CONSIDERATION

Subscribed  on this 6th day of June AD, 2023 4

My Commission Expires: @ death
(Notary Public)



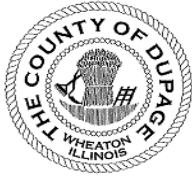
APPENDIX A - PRICE PROPOSAL for WARRANT MANAGEMENT SYSTEM SOFTWARE 24-075-SHF

Provide pricing to include all labor, services, travel, and materials necessary in accordance with the specifications and requirements of RFP #24-075-SHF.

CloudGavel	DESCRIPTION	RECURRING				
		Year 1	Year 2	Year 3	Year 4	Year 5
Warrant Service Module						
Annual SaaS Fee		\$100,000.00	\$105,000.00	\$110,250.00	\$115,750.00	\$121,500.00
<ul style="list-style-type: none"> • Technical Support • Support & Maintenance 						
Implementation / Configuration		\$100,000.00				
<ul style="list-style-type: none"> • Initial Training (In-person, Virtual) 						
Warrant Service Module Cost Total		\$200,000.00	\$105,000.00	\$110,250.00	\$115,750.00	\$121,500.00
(Optional Module)						
Warrant Approval Module						
Annual SaaS Fee		\$80,000.00	\$84,000.00	\$88,200.00	\$96,600.00	\$101,200.00
Implementation / Configuration / Training		\$10,000.00				
Total		\$ 290,000.00	\$ 189,000.00	\$ 198,450.00	\$ 213,350.00	\$ 222,700.00

WARRANT SERVICE
5 YEAR TOTAL
\$652,500.00

5 YEAR
GRAND TOTAL
\$ 1,113,500.00



THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 WARRANT MANAGEMENT SYSTEM SOFTWARE 24-075-SHF
 BID TABULATION

√

Criteria	Available Points	CloudGavel LLC
Firm Qualifications	20	17.75
Key Qualifications	30	28.00
Project Understanding	30	27.50
Price	20	20.00
Total	100	93.25

Fee and Rate Proposal (Design Only)	\$ 652,500.00
Percentage of points	100%
Points awarded (wtd against lowest price)	20.00

NOTES
 1. Carahsoft Technology Corporation was deemed non-responsive for not meeting the interface requirements.

RFP Posted on 05/28/2024	DW, BR
Bid Opened On 6/13/2024, 11:00 AM by	
Invitations Sent	107
Total Requesting Documents	1
Total Bid Responses Received	2

VENDOR ETHICS DISCLOSURE FORM



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: 6-1-2024

Bid/Contract/PO #: 24-075-SHF

Company Name: CloudGavel LLC	Company Contact: Casey Roussel
Contact Phone: 866-297-5155	Contact Email: casey.roussel@fusionstak.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

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

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

Add Line	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
x			
x			

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 

Printed Name Casey Roussel

Title President / CCO

Date 6-1-2024

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



Judicial/Public Safety Requisition \$30,000 and Over

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

File #: JPS-P-0023-24

Agenda Date: 8/6/2024

Agenda #: 17.D.

AWARDING RESOLUTION ISSUED TO
UNTETHERED LABS, INC.
FOR THE PURCHASE OF GATEKEEPER SYSTEM
FOR THE SHERIFF'S OFFICE
(CONTRACT TOTAL NOT TO EXCEED \$61,980)

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 Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Untethered Labs, Inc., for the purchase of GateKeeper System for the period of August 13, 2024 through August 12, 2025, for the Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for purchase of GateKeeper System, for the period of August 13, 2024 through August 12, 2025 for the Sheriff's Office, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Untethered Labs, Inc., 5000 College Avenue, Suite 2103, College Park, MD 20740, for a contract total amount not to exceed \$ 61,980. Pursuant to 55 ILCS 5/5-1022 (c) not suitable for competitive bids. (Sole provider Untethered Labs only sell directly and only have the wireless technology we are looking for.)

Enacted and approved 13th day of August, 2024 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#: JPS-P-0023-24	RFP, BID, QUOTE OR RENEWAL #: GK-Q3213	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$61,980.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 08/06/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$61,980.00
	CURRENT TERM TOTAL COST: \$61,980.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Untethered Labs, Inc. (GateKeeper)	VENDOR #:	DEPT: DuPage County Sheriff's Office	DEPT CONTACT NAME: Jason Snow
VENDOR CONTACT: Pearl Kim	VENDOR CONTACT PHONE: 240-547-5446	DEPT CONTACT PHONE #: 630-407-2072	DEPT CONTACT EMAIL: jason.snow@dupagesheriff.org
VENDOR CONTACT EMAIL: sales@gkaccess.com	VENDOR WEBSITE: www.gkaccess.com	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). The Sheriff's Office uses a connection to the FBI and State records. They are mandating that computers that have access to this connection or the data from it must have multi-factor authentication (MFA). This mandate goes into effect on October 1st. We can lose our connection if we do not comply with the mandate. This is a sole source because they only sell directly and only have the wireless technology we are looking for.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished We have looked at multiple MFA technologies. This Solution is the best for what we are looking for. The wireless dongle helps us who is at the computer, and when the user walks away from the computer, the computer will lock. One of the requirements is to have a way to lock the computer when there is no user or activity on it. If we do not use this Solution, we will have to use other means that could impact the computers' day-to-day operations.			

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. OTHER THAN LOWEST BID

SECTION 3: DECISION MEMO	
SOURCE SELECTION	Describe method used to select source. They sell direct and do not use resellers.
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 A LICENSED OR PATENTED GOOD OR SERVICE
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 solution offers a wireless dongle for a part of their MFA solution. This is key feature we are looking for.
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. We have test the solution and it meets our needs.
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. Wireless authentication is a feature that is not available from other vendors. This allows the computer to lock when the user walks away. This will guarantee that the user is not on the computer.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Untethered Labs, Inc. (GateKeeper)	Vendor#:	Dept: DuPage County Sheriff's Office	Division: Civil
Attn: Pearl Kim	Email: sales@gkaccess.com	Attn: Colleen Zbilski	Email: colleen.zbilski@dupagesheriff.org
Address: 5000 College Avenue, Suite 2103	City: College Park,	Address: 501 N County Farm RD	City: Wheaton
State: MD	Zip: 20740	State: IL	Zip: 60187
Phone: 240-547-5446	Fax:	Phone: 630-407-2122	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Untethered Labs, Inc. (GateKeeper)	Vendor#:	Dept: DuPage County Sheriff's Office	Division: IT
Attn: Pearl Kim	Email: sales@gkaccess.com	Attn: Jason Snow	Email: jason.snow@dupagesheriff.org
Address: 5000 College Avenue, Suite 2103	City: College Park,	Address: 501 N County Farm RD	City: Wheaton
State: MD	Zip: 20740	State: IL	Zip: 60187
Phone: 240-547-5446	Fax:	Phone: 630-407-2072	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Aug 13, 2024	Contract End Date (PO25): Aug 12, 2025

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	600	EA		GateKeeper Enterprise Ultimate License (Annual)	FY24	1000	4400	53806		96.00	57,600.00
2	600	EA		Discount	FY24	1000	4400	53806		-48.00	-28,800.00
3	1	EA		GateKeeper Cloud Hosting Annual	FY24	1000	4400	53806		240.00	240.00
4	1	EA		Discount	FY24	1000	4400	53806		-60.00	-60.00
5	600	EA		Rechargeable Halberd Token Kit	FY24	1000	4400	52100		40.00	24,000.00
6	600	EA		Discount	FY24	1000	4400	52100		-5.00	-3,000.00
7	600	EA		GateKeeper USB Sensor Kit	FY24	1000	4400	52100		20.00	12,000.00
8	600	EA		Halberd Sleeve	FY24	1000	4400	52100		2.00	1,200.00
9	600	EA		Discount	FY24	1000	4400	52100		-2.00	-1,200.00
10	1	EA		Virtual Installation Support	FY24	1000	4400	53806		500.00	500.00
11	1	EA		Discount	FY24	1000	4400	53806		-500.00	-500.00
12	1	EA		GateKeeper Walk-through & Training Session	FY24	1000	4400	53806		500.00	500.00
13	1	EA		Discount	FY24	1000	4400	53806		-500.00	-500.00
										Requisition Total	\$ 61,980.00

FY is required, ensure the correct FY is selected.

<i>Comments</i>	
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.
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.

Untethered Labs, Inc.

5000 College Avenue, Suite 2103
 College Park, MD 20740
 240-547-5446
 sales@gkaccess.com
 www.gkaccess.com



Estimate

ADDRESS
 Jason Snow
 DuPage County Sheriff's Office
 501 N County Farm Road
 Wheaton, Illinois 60187

SHIP TO
 Jason Snow
 DuPage County Sheriff's Office

ESTIMATE GK-Q3258
 DATE 07/19/2024

PRODUCT	SKU	QTY	RATE	AMOUNT
GateKeeper Enterprise Ultimate License (Annual) GateKeeper Enterprise Annual Ultimate tier license (1 per user)	GKENT-A-UL	600	96.00	57,600.00
Discount Annual License Discount		600	-48.00	-28,800.00
GateKeeper Cloud Hosting Annual GateKeeper Annual Cloud Hosting fees (1 per customer)	GKENT-A-CL	1	240.00	240.00
Discount Annual License Discount		1	-60.00	-60.00
Rechargeable Halberd Token Kit (1) Halberd Bluetooth Token Rechargeable, (1) Lanyard, and (1) USB-C Charging Cable	86001077320 8	600	40.00	24,000.00
Discount		600	-5.00	-3,000.00
GateKeeper USB Sensor Kit (1) GateKeeper USB Sensor, (1) 6ft USB Ext. Cable, (2) Wire Manager Clips	86935400013 1	600	20.00	12,000.00
Halberd Sleeve Protective silicon sleeve for the Halberd Token	86010600129 1	600	2.00	1,200.00
Discount		600	-2.00	-1,200.00
Virtual Installation Support Installation and initial setup of the GateKeeper Hub and Client software over a web conference by qualified GateKeeper technicians. Includes a 2-hour session for software installation, token deployment and user registration.	GKVI	1	500.00	500.00
Discount		1	-500.00	-500.00
GateKeeper Walk-through & Training Session A 4-hour comprehensive walk-through and training session for the GateKeeper Hub and client software. Training includes deployment of software, user management, authentication settings, auditing, and much more.	GKENT-WT	1	500.00	500.00
Discount		1	-500.00	-500.00

ACH (Preferred)
Credit Card

TOTAL

\$61,980.00

Wire Transfer:
Bank: Truist
Name: Untethered Labs, Inc.
Account: 1000181659607
Routing Number: 061000104

Check:
Untethered Labs, Inc.
5000 College Avenue, Suite 2103, College Park, MD 20740

Accepted By

Accepted Date

April 24, 2024

DuPage County Sheriff's Office
501 N County Farm Road,
Wheaton, Illinois 60187

RE: Sole Source Vendor

This letter is to confirm that the product **GateKeeper Enterprise** is a sole source product, manufactured, sold and distributed by **Untethered Labs, Inc.** No division of Untethered Labs, nor any other company, makes a similar or competing product.

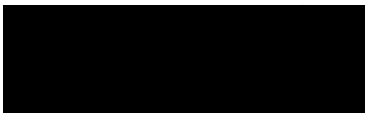
The following are the sole source reason(s):

- No viable substitutes will meet the exact needs or specifications required for DuPage County Sheriff's Office.
- Product is patented. [US20150302188A1 - System and method for wireless proximity-based access to a computing device - Google Patents](#)
- All new features released and added to our Ultimate Tier—the premium level of our offerings—will be automatically available to DuPage County Sheriff's Office.

There is no other like item(s) or product(s) that offers a '*system and method for wireless proximity-based access to a computing device*' available for purchase that would serve the same purpose or function.

If you desire additional information, please contact me at (240) 547-5446 or visit our website at www.gkaccess.com. Thank you for your interest in our products.

Sincerely,



Siddharth Potbhare
CEO
Untethered Labs
sid@gkaccess.com



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: 5/20/2024

Bid/Contract/PO #: JPS-P-0023-24

Company Name: Untethered Labs, Inc.	Company Contact: Siddharth Potbhare
Contact Phone: 240-546-5447	Contact Email: sid@gkaccess.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.

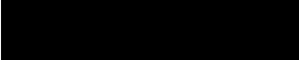
Continuing disclosure is required, and I agree to update this disclosure form as follows:

- 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 

Printed Name Siddharth Potbhare

Title CEO

Date 5/20/24

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