



DU PAGE COUNTY

Public Works Committee

Regular Meeting Agenda

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

Tuesday, December 2, 2025

9:00 AM

Room 3500B

1. CALL TO ORDER

2. ROLL CALL

3. CHAIRMAN'S REMARKS - CHAIR CHILDRESS

4. PUBLIC COMMENT

5. APPROVAL OF MINUTES

5.A. [25-2901](#)

Public Works Committee - Regular Meeting Minutes - Tuesday, November 18, 2025

6. CONSENT ITEMS

6.A. [25-2902](#)

Second Amendment to Contract 5456-0001 SERV issued to Wold Architects and Engineers, to provide on-call Professional Architectural and Engineering Services, for Facilities Management, for a change order to extend the contract to May 31, 2026, no change in contract amount.

7. JOINT PURCHASING AGREEMENT

7.A. [PW-P-0032-25](#)

Recommendation for the approval of a contract purchase order to HD Supply, Inc. d/b/a HD Supply Facilities Maintenance, LTD., for maintenance, repair, operating and cleaning supplies, for various Public Works Facilities, for the period of December 9, 2025 through June 30, 2027, for a total contract amount not to exceed \$45,000. Contract pursuant to the Intergovernmental Cooperation Act (Omnia Contract #25-JH-011).

7.B. [25-2895](#)

Recommendation for the approval of a contract to Brightly Software, Inc., for Maintenance Edge (Help Desk – formerly Facility Dude) and Connect Authenticate software licensing, for Facilities Management, for the period of December 1, 2025 through November 30, 2026, for a total contract amount not to exceed \$23,613.50, per quote #449789. Contract let pursuant to the Intergovernmental Cooperation Act (OMNIA Contract #R210702).

8. BID AWARD8.A. [FM-P-0054-25](#)

Recommendation for the approval of a contract to Helm Mechanical, to furnish, deliver, and install a domestic hot water storage tank for the Jail, for Facilities Management, for the period of December 10, 2025 through December 9, 2026 for a contract total amount not to exceed \$107,558; per lowest responsible bid #25-123-FM.

9. OLD BUSINESS**10. NEW BUSINESS****11. ADJOURNMENT**



Minutes

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

File #: 25-2901

Agenda Date: 12/2/2025

Agenda #: 5.A.



DU PAGE COUNTY

Public Works Committee

Final Summary

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

Tuesday, November 18, 2025

9:00 AM

Room 3500B

1. CALL TO ORDER

9:00 AM meeting was called to order by Chair Michael Childress at 9:00 AM.

2. ROLL CALL

Other board members:

Member Yeena Yoo

PRESENT	Childress, DeSart, Galassi, Garcia, Ozog, and Zay
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3. CHAIRMAN'S REMARKS - CHAIR CHILDRESS

No remarks were offered.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [25-2793](#)

Public Works Committee - Regular Meeting Minutes - Tuesday, November 4, 2025

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Paula Garcia

6. CONSENT ITEMS

6.A. [25-2794](#)

FM - Second Amendment to Contract 6953-0001 SERV issued to Carbon Day EV Charging, to furnish, deliver, and install two (2) ChargePoint electric vehicle charging stations, for the County campus, for Facilities Management, for a change order to extend the contract to May 31, 2026, no change in contract amount.

Member Ozog, Member DeSart, Member Galassi, and Vice Chair Zay asked questions in regards to the levels of chargers and Electric Vehicle Charging Ordinance. Chief Administrative Officer Nick Kottmeyer, Director of Facilities Management Tim Harbaugh, and Capital Projects Energy Analyst Ian Johnstone replied.

RESULT:	APPROVED
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MOVER:	Dawn DeSart
SECONDER:	Kari Galassi

6.B. [25-2795](#)

FM – Amber Mechanical Contractors 6826-0001 SERV – This contract is being extended to May 31, 2026 to complete the current HVAC replacement project at the JTK building with no change in contract total.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Mary Ozog

6.C. [25-2796](#)

PW – Fehr Graham & Associates LLC 5692SERV – This contract is being extended to January 31, 2027 for construction management services for the Woodridge Greene Valley Wastewater Treatment Phase 1 Project with no change in contract total.

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Paula Garcia

7. **JOINT PURCHASING AGREEMENT**7.A. [FM-P-0053-25](#)

Recommendation for the approval of a contract to Heartland Business Systems LLC, to replace and expand existing video surveillance solution with Verkada Command for the Circuit Court at the Judicial Office Facility, for Facilities Management, for the period of November 25, 2025 through November 24, 2026, for a total contract amount not to exceed \$1,457,141.52; per quote #391347 v2. Contract pursuant to the Intergovernmental Cooperation Act (TIPS Contract #220105).

Board members asked various questions in regards to the cameras and staff answered.

RESULT:	APPROVED AND SENT TO FINANCE
AYES:	Childress, DeSart, Galassi, Garcia, Ozog, and Zay

8. **ACTION ITEMS**8.A. [FM-R-0012-25](#)

Recommendation for the approval of an Agreement between the County of DuPage, Illinois, and the DuPage County Employees' Credit Union, for lease of space at the JTK Administration Building and ATM Operation at the Sheriff's Office, for Facilities Management, for the ten-year period of December 1, 2025 through November 30, 2035,

for an annual amount not to exceed \$1.00.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Kari Galassi

9. OLD BUSINESS

Chief Administrative Officer Nick Kottmeyer, Public Works Chair Childress, Vice Chair Zay, Member Garcia, Member Ozog, and Member Galassi thanked Deputy Director Tim Harbaugh for his years of service at DuPage County, as he retires December 1st, 2025.

10. NEW BUSINESS

No new business was discussed.

11. ADJOURNMENT

With no further business, the meeting was adjourned.



Consent Item

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

File #: 25-2902

Agenda Date: 12/2/2025

Agenda #: 6.A.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Consent
PW 12/2
CB 12/9

Date: Nov 19, 2025

MinuteTraq (IQM2) ID #: 25-2855

Purchase Order #: 5456-0001 SERV	Original Purchase Order Date: Sep 28, 2021	Change Order #: 12	Department: Facilities Management
Vendor Name: Wold Architects Incorporated DBA Wold Architects and Engineers	Vendor #: 38503	Dept Contact: Cathie Figlewski	
Background and/or Reason for Change Order Request:	Contract Extension to May 31, 2026, to provide on-call Professional Architectural and Engineering Services, for Facilities Management. No change in contract total.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

- ☒ (A) Were not reasonably foreseeable at the time the contract was signed.
☐ (B) The change is germane to the original contract as signed.
☒ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE	
A	Starting contract value
B	Net \$ change for previous Change Orders
C	Current contract amount (A + B)
D	Amount of this Change Order ☐ Increase ☐ Decrease
E	New contract amount (C + D)
F	Percent of current contract value this Change Order represents (D / C)
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)

DECISION MEMO NOT REQUIRED

- ☐ Cancel entire order ☐ Close Contract ☐ Contract Extension (29 days) ☐ Consent Only
- ☐ Change budget code from: _____ to: _____
- ☐ Increase/Decrease quantity from: _____ to: _____
- ☐ Price shows: _____ should be: _____
- ☐ Decrease remaining encumbrance and close contract ☐ Increase encumbrance and close contract ☐ Decrease encumbrance ☐ Increase encumbrance

DECISION MEMO REQUIRED

- ☒ Increase (greater than 29 days) contract expiration from: Nov 30, 2025 to: May 31, 2026
- ☐ Increase $\geq$ \$2,500.00, or $\geq$ 10%, of current contract amount ☐ Funding Source _____
- ☐ OTHER - explain below:

cf	5665	Nov 19, 2025		5665	Nov 19, 2025
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date		
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Decision Memo

Procurement Services Division

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

Date: Nov 19, 2025

File ID #: 25-2855

Purchase Order #: 5456-0001SERV

Requesting Department: Facilities Management	Department Contact: Cathie Figlewski
Contact Email: catherine.figlewski@dupagecounty.gov	Contact Phone: 630-407-5665
Vendor Name: Wold Architects Incorporated DBA Wold Architects	Vendor #: 38503

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

Contract Extension to May 31, 2026, to provide on-call Professional Architectural and Engineering Services, for Facilities Management. No change in contract total.

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

Facilities Management is in need of continuing services related to architectural and engineering for the historical museum stairs replacement project.

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

A request for Statement of Interest for Architectural, Mechanical, Civil and Structural Services was issued, 19 firms responded. Staff has reviewed the qualifications of these firms and narrowed the selection to four firms to perform this consulting on behalf of the County and has determined that Wold Architects and Engineers possesses the qualified architectural and engineering staff to provide on-call professional architectural and engineering consulting services on behalf of the County.

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

1) Extend existing contract with Wold Architects and Engineering for this professional engineering contract. This option is recommended due to their in-depth knowledge of infrastructure improvement at the historical museum this upcoming year.
2) Select another firm to provide these consulting services. However, staff does not recommend this because Wold has completed the engineering and design for the historical museum stairs and they are needed to assist with the bid documents before the project goes out for bid.

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

Time extension only, no fiscal impact. This expense is currently budgeted under 6000-1220 for Facilities Management.



Public Works Requisition \$30,000 and Over

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

File #: PW-P-0032-25

Agenda Date: 12/2/2025

Agenda #: 7.A.

AWARDING RESOLUTION ISSUED TO
HD SUPPLY INC. DBA HD SUPPLY FACILITIES MAINTENANCE, LTD.
FOR MRO AND CLEANING SUPPLIES
FOR PUBLIC WORKS
(CONTRACT TOTAL AMOUNT \$45,000)

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 MRO and cleaning supplies; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the Omnia Partners Agreement # 25-JH-011, the County of DuPage will contract with HD Supply Inc. DBA HD Supply Facilities Maintenance, LTD.; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to HD Supply Inc. DBA HD Supply Facilities Maintenance, LTD., FOR MRO and cleaning supplies, for the period of December 9, 2025 through June 30, 2027, for Public Works.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for MRO and cleaning supplies, for the period of December 9, 2025 through June 30, 2027, for Public Works, be, and it is hereby approved for issuance of a contract by the Procurement Division to HD Supply Inc. DBA HD Supply Facilities Maintenance, LTD., 3400 Cumberland BLVD, Atlanta, Georgia, 30339, for a contract total amount not to exceed \$45,000, per contract pursuant to the Omnia Partners Agreement # 25-JH-011.

Enacted and approved on this 9th day of December, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$45,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 12/02/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$45,000.00
	CURRENT TERM TOTAL COST: \$45,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: HD Supply Inc	VENDOR #: 11812	DEPT: Public Works	DEPT CONTACT NAME: Sean Reese
VENDOR CONTACT: Ryan Kaminski	VENDOR CONTACT PHONE: 630-673-8243	DEPT CONTACT PHONE #: 630-985-7400	DEPT CONTACT EMAIL: sean.reese@dupagecounty.gov
VENDOR CONTACT EMAIL: ryan.kaminski@hdsupply.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Contract with HD Supply, Inc. to furnish and deliver housekeeping supplies and cleaning chemicals, as needed, for various DuPage County Public Works locations for the period of December 9, 2025 through June 30, 2027 in the amount not to exceed \$45,000 per the Intergovernmental Cooperation Act OMNIA Partners #25-JH-011 .			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Housekeeping supplies and cleaning chemicals are necessary for the daily housekeeping operations required at Public Works locations which include administration buildings, wastewater treatment facilities, wellhouses and lift stations.			

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. HD Supply Facilities Maintenance, LTD holds the OMNIA Partners contract #25-JH-011 which allows the County to purchase miscellaneous cleaning supplies, equipment and custodial related items at competitive prices. OMNIA Partners members receive tiered discounts on all purchases.
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. Staff recommends approving a contract with HD Supply Facilities Maintenance, LTD through the OMNIA Partners Contract #25-JH-011 in order to receive the discounts. 2. Do not approve contract and purchase all items without a contract. This option is not recommended due to the large quantity of small value items that would need to be quoted or bid. 3. Do not approve contract and go out for bid. Not recommended due to the variety of products that HD Supply offers at competitive 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: HD Supply, Inc.	Vendor#: 11812	Dept: Public works	Division: Public Works
Attn: Ryan Kaminski	Email: ryan.kaminski@hdsupply.com	Attn: Magda Leonida-Padilla	Email: pwaccountspayable@dupagecount y.gov
Address: 3400 Cumberland BLVD	City: Atlanta	Address: 7900 S. Rt. 53	City: Woodridge
State: Georgia	Zip: 30339	State: Illinois	Zip: 60517
Phone: 630.673-8243	Fax:	Phone:	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Same as Above	Vendor#: Same as Above	Dept: Same as Above	Division: Same as Above
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): Dec 9, 2025	Contract End Date (PO25): Jun 30, 2027

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		Housekeeping and cleaning chemical supplies	FY26	2000	2665	52200		10,000.00	10,000.00
2	1	EA		Housekeeping and cleaning chemical supplies	FY26	2000	2665	52280		10,000.00	10,000.00
3	1	EA		Housekeeping and cleaning chemical supplies	FY27	2000	2665	52200		12,500.00	12,500.00
4	1	EA		Housekeeping and cleaning chemical supplies	FY27	2000	2665	52280		12,500.00	12,500.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 45,000.00

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.
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.



CLEANING SUPPLIES, EQUIPMENT, AND CUSTODIAL RELATED PRODUCTS, SERVICES, AND SOLUTIONS
Executive Summary

Lead Agency: Harford County Public Schools,
Maryland

Solicitation: 25-JH-011

RFP Issued: October 22, 2024

Pre-Proposal Date: November 7, 2024, 11 AM Local
Time

Response Due Date: December 6, 2024, 12 pm Local
Time

Proposals Received: Nine

Awarded to: HD Supply

The Harford County Public Schools, Maryland issued RFP 25-JH-011 on October 22, 2024, to establish a national cooperative contract for Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions.

The solicitation included cooperative purchasing language in Sections 2.1, page 19 of the RFP: Harford County Public Schools, Maryland, as the Principal Procurement Agency, defined in Attachment J, has partnered with OMNIA Partners, Public Sector, Inc., a Delaware corporation ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, nonprofit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. Harford County Public Schools is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners' (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Exhibit C, or as otherwise agreed to. Attachment J contains additional information about OMNIA Partners and the cooperative purchasing program.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Harford County Public Schools, Maryland website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)

- The Advocate – New Orleans, LA
- The New Jersey Herald, NJ
- Albany Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT
- Las Vegas Review-Journal
- Kennebec Journal, ME

Socio-economic Outreach: To encourage participation of small businesses, minority owned businesses and women owned businesses were notified of the Request for Proposal.

On December 6, 2024, proposals were received from the following offerors:

- Acuity Specialty Products dba ZEP Sales & Service
- BradyPLUS Companies
- Fastenal Company
- HD Supply
- Office Basics
- Quill
- Southeastern Equipment and Supply
- United Sales USA Corp
- Vertiv

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with HD Supply and proceed with a contract award upon successful completion of negotiations.

Geographic Preferences: No geographic preferences were included in the evaluation of the responses.

The Harford County Public Schools, Maryland, OMNIA Partners and HD Supply successfully negotiated a contract, and the Harford County Public Schools, Maryland executed the agreement with a contract effective date of July 1, 2025.

Contract includes: A complete line of Cleaning Supplies, Equipment, and Custodial Related Products, Services and Solutions so that a wide array of products, services and solutions are available for cleaning supplies, chemicals, skin care, paper towels, toilet paper, dispensers, cleaning tools and supplies, waste containment and supplies, Cleaning and maintenance equipment and accessories and miscellaneous cleaning supplies.

Term:

The anticipated full term of the contract is six (6) years. The initial term of this contract shall be for two (2) years and shall begin on or about July 1, 2025 through June 30, 2027.

Harford County Public Schools reserves the right, if mutually agreed upon, to renew this contract under the same terms and conditions for two (2) additional, two (2) year periods.

Procurement Department

Jennifer Horner, CPPB, Supervisor of Procurement
ph. 410-809-6044
Jennifer.Horner@hcps.org

March 31, 2025

Mr. Sami Nassar
HD Supply Facilities Maintenance, Ltd.
3400 Cumberland Boulevard SE
Atlanta, GA 30339

Re: **Award Notice - RFP #25-JH-011**
Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions

Dear Mr. Nassar:

Enclosed is a fully executed contract package. When items or services are needed, HCPS will either purchase via PCard or issue a PO at that time.

If you have any questions or concerns, please do not hesitate to contact me.



Jennifer Horner, CPPB
Supervisor of Procurement

Enclosure

cc: Becky Newell – HD Supply National Sales Manager
Stephen Fantasie – HCPS Facilities
Contract File

ATTACHMENT H

HARFORD COUNTY PUBLIC SCHOOLS
102 South Hickory Avenue
Bel Air, MD 21014

CONTRACT

RFP #25-JH-011

Cleaning Supplies, Equipment, and Custodial Related Products, Services and Solutions

THIS AGREEMENT, made this 27th day of March, 2025, by and between the Board of Education of Harford County, acting herein through its Superintendent, hereafter called "Owner" and **HD Supply Facilities Maintenance, Ltd.**, a corporation located at 3400 Cumberland Boulevard SE, Atlanta, Georgia 30339, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR, hereby agrees with the OWNER to commence and to furnish and deliver in accordance with the Contractor's response to RFP #25-JH-011.

The initial term of the Contract shall be for two (2) years and shall begin on or about July 1, 2025 and end June 30, 2027. HCPS reserves the right, if mutually agreed upon, to extend this Contract for up to two (2) additional, two (2) year periods.

Hereinafter called the contract, for the pricing provided in the RFP response and listed in the Best and Final Offer, and all related work in connection therewith, under the terms as stated in the General and Special Conditions of the Request for Proposal, HD Supply Facilities Maintenance Ltd. Proposal, HD Supply Facilities Maintenance Ltd. Exceptions, and all exhibits thereto and all related documents incorporated therein (collectively, the "Contract"); and at their own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in **RFP #25-JH-011**, and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by the Board of Education of Harford County, as enumerated in the General Conditions, all of which are made a part hereof and collectively evidence and constitute the Contract.

I/WE certify that this bid is made without any previous understanding, agreement, or connection with any other person, firm, or corporation making a bid for the same supplies, and, in all respects, is fair and without collusion or fraud.

In compliance with the above and subject to all terms and conditions thereof, the undersigned offers and agrees, if the bid be awarded, to furnish items at the prices indicated within the time specified and in accordance with Contractor's response to RFP #25-JH-011.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in two (2) counterparts, each of which shall be deemed an original.

[Redacted]
Board of Education of Harford County Witness

03/27/2025

Date

[Redacted]
Sean W. Bulson, Ed.D., Superintendent of Schools

[Redacted]
Board of Education of Harford County – Board President

[Redacted]
HD Supply Facilities Maintenance, Ltd.

Company Name

3400 Cumberland Boulevard SE

Address

Atlanta, GA 30339

Address

[Redacted]
Contractor witness

March 17, 2025

Date



Volume 1, Tab 5 – Exceptions to Draft Contract

Upon notification from a Participating Agency of its intent to utilize a contract resulting from an award by Harford County Public Schools, HD Supply will request the agency complete the below DRAFT Letter of Participation prior to HD Supply's alignment of the Participating Agency to the Contract. In cases where the Participating Agency requests to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement, HD Supply will work to negotiate a separate agreement with the agency in lieu of the below Letter of Participation.

LETTER OF PARTICIPATION

DRAFT

DATE: _____

GROUP PURCHASING ORGANIZATION: OMNIA PARTNERS, PUBLIC SECTOR, INC.

CONTRACT DESCRIPTION: Cooperative Purchasing Program administered by OMNIA PARTNERS, PUBLIC SECTOR, INC. relating to Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions.

SUPPLIER: HD SUPPLY FACILITIES MAINTENANCE, LTD.

Effective as of the date set forth above, the undersigned member ("Member") of the above -referenced group purchasing organization ("GPO") hereby affirms active membership in the GPO and authorizes its properties to purchase goods and services from the above-referenced Supplier according to the terms of the above-described Contract by and between Supplier and GPO (the "Contract"), whereby Supplier has agreed to provide certain Products to members of the GPO on the terms set forth in the Contract. All purchases of such Products by the undersigned member shall be under the Contract.

This Election will be effective on the date noted above and will run coterminous with the Contract, including any extensions thereof, until such time as Supplier receives written revocation from Member.

The Member agrees that this Election Notice contains the entire agreement of the Member with respect to the specific matters set forth herein and supersedes all previous communications, representations, understandings, and agreements, either oral or written, with respect to said specific matters. The Contract shall exclusively govern the purchases of Products by Participating Members that occur during the Term. Without limiting the foregoing, the Member agrees that this Election Notice replaces and supersedes any existing agreement that pertains to the purchases of products and services comparable to the Products and that any purchases of products and/or services comparable to the Products after the Effective Date shall be under the Contract and not under any such existing agreement. Capitalized terms used but not defined herein shall have the meanings specified in the Contract.

MEMBER:

By:
Name:
Title:

Upon signature, please send a copy by Email to HD Supply:

Attn: _____

HD Supply provides the below Exceptions Document noting those areas within the RFP and related documents where HD Supply proposes exceptions to be discussed with HCPS and/or OMNIA Partners if awarded this bid.

December 5, 2024

Harford County Public Schools
Request for Proposal, RFP No. 25-JH-011
CLEANING SUPPLIES, EQUIPMENT, AND CUSTODIAL RELATED PRODUCTS, SERVICES AND SOLUTIONS

Under the context of a Request for Proposal from Harford County Public Schools (RFP No. 25-JH-011) for CLEANING SUPPLIES, EQUIPMENT, AND CUSTODIAL RELATED PRODUCTS, SERVICES AND SOLUTIONS, HD Supply Facilities Maintenance, Ltd. ("HDSFM") understands it cannot modify the RFP documents and provided agreement. We request the following exceptions for HD Supply Facilities Maintenance, Ltd. to be discussed if awarded the contract.

To avoid any confusion in our request, this document is formatted to show that (for the section referenced in the left column) anything in [brackets] under "HCPS request" has been removed by HD Supply, and anything that is underlined under "HDSFM exception" has been added by HD Supply to the referred section in the left column. Simply, the language under "HCPS request" in all sections referred to in the left column is what Harford County Public Schools provided in the RFP, and the language under "HDSFM exception" in all sections referred to in the left column is the change that HD Supply would like to make to that section.

Document	Exception Request
GENERAL TERMS AND CONDITIONS, 1.0 REMEDIES AND TERMINATION: 1.1 Correction of Errors, Defects, and Omissions	HCPS request: The Awarded Offeror agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this agreement without undue delays and without cost to HCPS. The acceptance of the work set forth herein by HCPS shall not relieve the Awarded Offeror of responsibility. HDSFM exception: With respect to products provided under this agreement, the Awarded Offeror shall remedy any short or damaged shipment if, within three (3) business days after receipt of the short or damaged shipment, HCPS gives Awarded Offeror written notice fully describing the alleged shortage or damage. For any equipment diagnostic and/or repair services and any equipment planned maintenance services offered hereunder, the Awarded Offeror agrees to perform work as may be necessary to correct errors, defects, and omissions in connection with such services in accordance with the applicable equipment service agreement without undue delays.

GENERAL TERMS AND CONDITIONS, 1.0 REMEDIES AND TERMINATION: 1.2 Set-Off	HCPS request: HCPS may deduct from and set-off against any amounts due and payable to the Awarded Offeror any back-charges or damages sustained by HCPS by virtue of any breach of this agreement by the Awarded Offeror to perform the services or any part of the services in a satisfactory manner. Nothing herein shall limit the liability of the Awarded Offeror for damages and HCPS may affirmatively collect damages from the Awarded Offeror. HDS exception: HCPS may deduct from and set-off against any amounts due and payable to the Awarded Offeror any back-charges or actual damages sustained by HCPS by virtue of any breach of this agreement by the Awarded Offeror.
GENERAL TERMS AND CONDITIONS, 1.0 REMEDIES AND TERMINATION: 1.3 Termination for Default: 1.3.1	HCPS request: If the Awarded Offeror fails to fulfill its obligations under this contract properly and on time, otherwise violates any provision of the Contract, HCPS may terminate the Contract by written notice to the Awarded Offeror. The notice shall specify the acts of omissions relied on as cause for termination HDSFM exception: If, <u>after written notice and a thirty (30) day cure period</u>, the Awarded Offeror fails to fulfill its obligations under this contract properly and on time, otherwise violates any <u>material</u> provision of the Contract, HCPS may terminate the Contract by written notice to the Awarded Offeror. The notice shall specify the acts of omissions relied on as cause for termination
GENERAL TERMS AND CONDITIONS, 1.0 REMEDIES AND TERMINATION: 1.3 Termination for Default: 1.3.2	HCPS request: All finished or unfinished supplies and services provided by the Supplier, shall at HCPS' option, become HCPS property. HCPS shall pay the Awarded Offeror fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination, less the amount of damages caused by Awarded Offeror's breach. HDSFM exception: All finished or unfinished supplies and services provided by the Supplier, shall at HCPS' option, <u>and upon payment for such supplies and services</u>, become HCPS property. HCPS shall pay the Awarded Offeror fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination, less the amount of <u>actual and direct</u> damages caused by Awarded Offeror's breach.

GENERAL TERMS AND CONDITIONS, 1.0 REMEDIES AND TERMINATION: 1.3 Termination for Default: 1.3.3	HCPS request: If the damages are more than the compensation payable to the Awarded Offeror, the Awarded Offeror will remain liable after termination and HCPS can affirmatively collect damages. HDSFM exception: If the <u>actual and direct</u> damages are more than the compensation payable to the Awarded Offeror, the Awarded Offeror will remain liable after termination and HCPS can affirmatively collect <u>such</u> damages.
GENERAL TERMS AND CONDITIONS, 1.0 REMEDIES AND TERMINATION: 1.4 Termination for Convenience	HCPS request: HCPS may terminate all or part of the work required under this contract for the convenience of HCPS with a thirty (30) day notification. In the event of such termination, the Contract Administrator shall determine the costs the Awarded Offeror has incurred to the date of termination and such reasonable costs associated with the termination. HCPS shall pay such costs as determined by the Contract Administrator to the Awarded Offeror together with reasonable profit reasonably earned by the Supplier to the time of termination but not to include any profit not earned as of the date of termination. HDSFM exception: Either party may terminate all or part of this contract for its convenience with a thirty (30) day prior written notification to the other party. In the event of such termination, the Contract Administrator shall determine the costs the Awarded Offeror has incurred to the date of termination and such reasonable costs associated with the termination. HCPS shall pay such costs as determined by the Contract Administrator to the Awarded Offeror together with reasonable profit reasonably earned by the Supplier to the time of termination but not to include any profit not earned as of the date of termination. Any products received by HCPS after the date of termination shall be promptly returned at HCPS's cost and risk, unless paid in full by HCPS.
GENERAL TERMS AND CONDITIONS, 1.0 REMEDIES AND TERMINATION: 1.4 Termination for Convenience: 1.4.1 Termination for Non-Appropriation	HCPS request: HCPS reserves the right to terminate this contract, in whole or part, due to non-appropriation of funds or funds that are otherwise made unavailable to support continuation in any fiscal year succeeding the first fiscal year. Notification of contract termination will be given to the Awarded Offeror thirty (30) days in advance and will be in effect at the beginning of the fiscal year for which funds are not available. The Awarded Offeror may not recover anticipatory profits or costs incurred after termination. HDSFM exception: HCPS reserves the right to terminate this contract, in whole or part, due to non-appropriation of funds or funds that are otherwise made unavailable to support continuation in any fiscal year succeeding the first fiscal year. <u>Written</u> notification of contract termination will be given to the Awarded Offeror thirty (30) days in advance and will be in effect at the beginning of the fiscal year for which funds are not available. The Awarded Offeror may not recover anticipatory profits or costs incurred after termination.
GENERAL TERMS AND CONDITIONS, 1.0 REMEDIES AND TERMINATION: 1.5	HCPS request: Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.

Obligations of Supplier upon Termination; 1.5.1	HDSFM exception: Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.
GENERAL TERMS AND CONDITIONS, 1.0 REMEDIES AND TERMINATION: 1.5 Obligations of Supplier upon Termination; 1.5.3	HCPS request: Deliver to HCPS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the Awarded Offeror which has been or will be reimbursed under this agreement after taking into account any damages that may be payable to HCPS. Title to such items shall be transferred to HCPS. HDSFM exception: If applicable, deliver to HCPS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the Awarded Offeror which has been or will be reimbursed under this agreement after taking into account any damages that may be payable to HCPS. Title to such items shall be transferred to HCPS.
GENERAL TERMS AND CONDITIONS, 4.0 NON-DISCRIMINATION: 4.4	HCPS request: The Awarded Offeror shall furnish, if requested by HCPS, a compliance report concerning their employment practices and policies in order for HCPS to ascertain compliance with the special provisions of this contract concerning discrimination in employment.
GENERAL TERMS AND CONDITIONS, 5.0 NON-HIRING OF EMPLOYEES BY AWARDED OFFEROR OR HCPS	HCPS request: NON-HIRING OF EMPLOYEES BY AWARDED OFFEROR OR HCPS
GENERAL TERMS AND CONDITIONS, 5.0 NON-HIRING OF EMPLOYEES BY AWARDED OFFEROR OR HCPS 5.1	HCPS request: No employee of the HCPS or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the HCPS or any unit thereof. HDSFM exception: Awarded Offeror and its subcontractors or agents shall not knowingly hire any employee of HCPS or any unit thereof, whose duties to HCPS include matters relating to or affecting the subject matter of this contract.
GENERAL TERMS AND CONDITIONS, 5.0 NON-HIRING OF EMPLOYEES BY AWARDED OFFEROR OR HCPS 5.2	HCPS request: No employee of the Awarded Offeror or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the Awarded Offeror or any unit thereof.

GENERAL TERMS AND CONDITIONS, 8.0 RETENSTION OF RECORDS	HCPS request: The Awarded Offeror shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by HCPS hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of HCPS or designee, at all reasonable times. HDSFM exception: The Awarded Offeror shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by HCPS hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of HCPS, at all reasonable times; provided ; HCPS gives reasonable written notice of such audit.
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GENERAL TERMS AND CONDITIONS, 10.0 COMPLIANCE WITH LAW: 10.5	HCPS request: The Proposer at the time of proposal opening must be fully licensed in all trades or special areas that require a license by Local, State, and Federal authorities. HDSFM exception: The Proposer at the time of proposal opening must be fully licensed in all trades or special areas <u>applicable to the performance of its obligations hereunder</u> that require a license by Local, State, and Federal authorities.
GENERAL TERMS AND CONDITIONS, 11.0 SUPPLIER'S OBLIGATION 11.5	HCPS request: The rights and remedies of HCPS provided for under this contract are in addition to any rights and remedies provided by law. HDSFM exception: The rights and remedies of HCPS <u>and Awarded Offeror</u> provided for under this contract are in addition to any rights and remedies provided by law.
GENERAL TERMS AND CONDITIONS, 11.0 SUPPLIER'S OBLIGATION 11.6	HCPS request: In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Offeror shall call the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work. HDSFM exception: In case of any apparent conflict between the specifications and <u>applicable</u> laws, ordinances, etc., the Awarded Offeror shall call the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work.
GENERAL TERMS AND CONDITIONS, 11.0 SUPPLIER'S OBLIGATION 11.8	HCPS request: The Awarded Offeror shall and will, in good professional manner, do and perform all services, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the specifications covered by this contract and any and all supplemental specifications, and in accordance with the directions of the Board of Education as given from time to time during the progress of the work. The Awarded Offeror shall observe, comply with and be subject to all terms and conditions, requirements and limitations of the Contract and Specifications and shall do, carry on and complete the entire work to the complete satisfaction of the Board of Education. HDSFM exception: The Awarded Offeror shall and will, in good professional manner, do and perform all services, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the specifications covered by this contract and any and all supplemental specifications, and in accordance with the directions of the Board of Education as given from time to time during the progress of the work. Subject to Awarded Offeror's response to this request for proposal, the Awarded Offeror shall observe, comply with all terms and conditions, requirements and limitations of the Contract and Specifications and shall do, carry on and complete the entire work to the complete satisfaction of the Board of Education.

GENERAL TERMS AND CONDITIONS, 12.0 INDEMNIFICATION: 12.1	HCPS request: To the fullest extent permitted by law, the Indemnitor shall indemnify, defend and hold the Indemnitee and its employees, agents, officials or volunteers harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities including without limitations, attorney's fees arising out of or related to the Indemnitor's occupancy or use of the Indemnitee's premises or operations incidental thereto, provided that any such claim, loss, damage, expense, cause of action or liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from. Indemnitor expressly indemnifies Indemnitee for the consequences of any negligent act or omission of the Indemnitor or any of the Indemnitor's employees, agents, officials or volunteers or anyone for whose acts the Indemnitor may be liable, unless such act or omission constitutes gross negligence or willful misconduct. HDSFM exception: To the fullest extent permitted by law, Awarded Offeror (the "Indemnitor") shall indemnify, defend and hold HCPS and its employees, officials or volunteers (each, an "Indemnitee") harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities including without limitations, reasonable attorney's fees arising out of or related to the Indemnitor's occupancy or use of the Indemnitee's premises or operations incidental thereto, provided that any such claim, loss, damage, expense, cause of action or liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from. Indemnitor expressly indemnifies Indemnitee to the extent of the consequences of any negligent act or omission of the Indemnitor or any of the Indemnitor's employees, agents, officials or volunteers or anyone for whose acts the Indemnitor may be liable, unless such act or omission constitutes the gross negligence or willful misconduct of the Indemnitee.
GENERAL TERMS AND CONDITIONS, 17.0 STAFF	HCPS request: The Awarded Offeror shall utilize the personnel named and/or otherwise identified in its proposal to perform services required. In the event that any of the personnel named are unable to perform because of death, illness, resignation from the Awarded Offeror's employ, or similar reasons, the Awarded Offeror shall promptly submit to the Contract Administrator, in writing, the name and qualifications of the proposed replacement. No substitutions shall be made without the proper written approval of the Contract Administrator and the Supervisor of Purchasing. HDSFM exception: The Awarded Offeror shall utilize the personnel named and/or otherwise identified in its proposal <u>as its main point of contact</u>. In the event that any of the personnel named are unable to perform because of death, illness, resignation from the Awarded Offeror's employ, or similar reasons, the Awarded Offeror shall promptly submit to the Contract Administrator, in writing, the name and qualifications of the proposed replacement. No substitutions shall be made without the proper written approval of the Contract Administrator and the Supervisor of Purchasing.

GENERAL TERMS AND CONDITIONS, 19.0 SUBCONTRACTING OR ASSIGNMENT	HCPS request: The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors and assigns, provided any such General Provisions for Professional Services successor to the Awarded Offeror, whether such successor or assign be an individual, a partnership, or a corporation, is acceptable to HCPS, and neither this agreement or the services to be performed thereunder shall be subcontracted, or assigned, or otherwise disposed of, either in whole or in part, except with the prior written consent of HCPS. HDSFM exception: The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors and assigns, provided any such General Provisions for Professional Services successor to the Awarded Offeror, whether such successor or assign be an individual, a partnership, or a corporation, is acceptable to HCPS, and neither this agreement or the services to be performed thereunder shall be subcontracted, or assigned, or otherwise disposed of, either in whole or in part, except with the prior written consent of HCPS <u>which shall not be unreasonably withheld.</u>
GENERAL TERMS AND CONDITIONS, 21.0 EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS; 21.1	HCPS request: If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the Awarded Bidder, the Awarded Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any HCPS property, including the project property. Violation of this provision may result in Termination for Cause. This section only applies to HCPS in relation to the performance of this Agreement, Participating Public Agencies may have differing requirements.
GENERAL TERMS AND CONDITIONS, 21.0 EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS; 21.4	HCPS request: Section §11-722 of the Criminal Procedure Article of the Maryland Code prohibits any person with a contract with a local Maryland school system from knowingly employing an individual to work at the school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedure Article. Violation of this paragraph may result in termination of the agreement at HCPS's discretion.

GENERAL TERMS AND CONDITIONS, 25.0 CONTRACT	HCPS request: The Proposal with respect to all items accepted, addenda, agreements and all papers and documents accompanying the same, including these general and special conditions of the RFP shall constitute the formal contract between the Offeror and HCPS. HDSFM exception: The Proposal with respect to all items accepted, addenda, agreements and all papers and documents accompanying the same, including these general and special conditions of the RFP and Supplier's response to the Proposal shall constitute the formal contract between the Offeror and HCPS.
GENERAL TERMS AND CONDITIONS, 26.0 COMPLIANCE WITH SPECIFICATIONS: 26.5	HCPS request: In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Offeror shall call the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work. HDSFM exception: In case of any apparent conflict between the specifications and <u>applicable</u> laws, ordinances, etc., the Awarded Offeror shall call the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work.
GENERAL TERMS AND CONDITIONS, 27.0 BILLING AND PAYMENT: 27.2	HCPS request: Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments may be paid if partial shipments have been made and received. HDSFM exception: Partial payments may be paid if partial shipments have been made and received.
GENERAL TERMS AND CONDITIONS, 27.0 BILLING AND PAYMENT: 27.4	HCPS request: HCPS will not pay freight bills, unless stated otherwise. Delivery shall be F.O.B., to the destination(s) as noted on Purchase Order. HDSFM exception: HCPS will not pay freight bills, unless stated otherwise. Delivery shall be F.O.B., to the destination(s) as noted on Purchase Order. Product that is shipped expedited or directly from the <u>manufacturer to the customer's property will include the appropriate freight charge.</u>
GENERAL TERMS AND CONDITIONS, 29.0 CONFLICT OF INTEREST	HCPS request: Each proposer must disclose any existing or potential conflict of interest relative to the provision of services outlined herein. Examples of potential conflicts may include an existing business or personal relationship between the firm, its principal, or any affiliate or subcontractor, with HCPS or any other entity or person involved in any way in the contract. Similarly, any personal or business relationship between the firm, the principals, or any affiliate or subcontractor, with any employee of HCPS, members of the Board, investment managers/advisors, investment consultants, custodian, or plan recordkeepers must be disclosed. Any such

	relationship that might be perceived or represented as a conflict must be disclosed on Attachment D. HDSFM exception: Each proposer must disclose any <u>known</u> existing or potential conflict of interest relative to the provision of services outlined herein. Examples of potential conflicts may include an existing business or personal relationship between the firm, its principal, or any affiliate or subcontractor, with HCPS or any other entity or person involved in any way in the contract. Similarly, any personal or business relationship between the firm, the principals, or any affiliate or subcontractor, with any employee of HCPS, members of the Board, investment managers/advisors, investment consultants, custodian, or plan recordkeepers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed on Attachment D.
GENERAL TERMS AND CONDITIONS, 34.0 Disclaimer of Warranty: 34.1	HCPS request: (Added to RFP by HD Supply) HDSFM exception: Awarded Offeror is a re-seller of Products and, except for Products Awarded Offeror procures from its own or affiliate manufacturing/production sources (i.e., “Private Label” items), Awarded Offeror does not provide any warranty for the Products procured from third party manufacturing/production sources (“Third Party Sources”). For items provided hereunder from Third Party Sources, Awarded Offeror shall pass through to HCPS any transferable manufacturer’s standard warranties. EXCEPT AS SET FORTH HEREIN AND WHERE APPLICABLE, AS TO PRODUCTS PROVIDED FROM THIRD PARTY SOURCES, NO WARRANTY OR AFFIRMATION OF FACT OR DESCRIPTION, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY AWARDED OFFEROR. HCPS AND PERSONS CLAIMING THROUGH HCPS (COLLECTIVELY “CLAIMANT”) SHALL SEEK RECOURSE ONLY FROM THE RELEVANT THIRD PARTY SOURCE IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF PRODUCTS, UNLESS RECOURSE AGAINST AWARDED OFFEROR IS APPROPRIATE UNDER THE CIRCUMSTANCES (E.G., DUE TO HANDLING OR TRANSPORTATION OF SUCH PRODUCTS). NOTWITHSTANDING THE FOREGOING, THIS SHALL BE THE EXCLUSIVE RECOURSE OF CLAIMANT FOR DEFECTIVE PRODUCTS PROCURED FROM THIRD PARTY SOURCES. AWARDED OFFEROR EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES REGARDING PRODUCTS FROM THIRD PARTY SOURCES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. AWARDED OFFEROR ASSUMES NO RESPONSIBILITY WHATSOEVER FOR THE MISUSE, ALTERATION OR MODIFICATION OF PRODUCTS. AWARDED OFFEROR DOES NOT CERTIFY OR GUARANTEE THAT ANY PRODUCTS COMPLY WITH ANY STATUTES, LAWS, CODES, ORDINANCES OR REGULATIONS.
GENERAL TERMS AND CONDITIONS, 35.0 LIMITATION OF LIABILITY: 35.1	HCPS request: (Added to RFP by HD Supply) HDSFM exception: TO THE EXTENT PERMITTED BY LAW, AWARDED OFFEROR SHALL NOT BE LIABLE TO HCPS FOR ANY INCIDENTAL, INDIRECT,

	PUNITIVE, CONSEQUENTIAL DAMAGES SUCH AS LOSS OF PROFITS OR DELAY DAMAGES, OR FOR ANY CLAIM THAT IS PROPERLY BROUGHT ONLY AGAINST A THIRD PARTY MANUFACTURER, OR ANY AMOUNT EXCEEDING TWO MILLION DOLLARS (\$2,000,000). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION.
REQUEST FOR PROPOSAL #25-JH-011: 2. BACKGROUND: 2.1	HCPS request: Harford County Public Schools, Maryland, as the Principal Procurement Agency, defined in Attachment J, has partnered with OMNIA Partners, Public Sector, Inc., a Delaware corporation ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including 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"), through OMNIA Partners' cooperative purchasing program. Harford County Public Schools is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners' (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Exhibit C, or as otherwise agreed to. Attachment J contains additional information about OMNIA Partners and the cooperative purchasing program. HDSFM exception: Harford County Public Schools, Maryland, as the Principal Procurement Agency, defined in Attachment J, has partnered with OMNIA Partners, Public Sector, Inc., a Delaware corporation ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including 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"), through OMNIA Partners' cooperative purchasing program. Harford County Public Schools is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement by their registration with OMNIA Partners' (a "Participating Public Agency"). By using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Exhibit C, or as otherwise agreed to. Attachment J contains additional information about OMNIA Partners and the cooperative purchasing program.
REQUEST FOR PROPOSAL #25-JH-011: 3. SCOPE OF WORK: 3.1	HCPS request: Harford County Public Schools, MD (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Cleaning Supplies, Equipment, and Custodial Related Products, Services, and

	Solutions. Pricing for complete product offering/balance of line items will be determined by a percentage discount off the Supplier's manufacturer's suggested retail price list. The pricing percentage discount offered must be entered in a Complete Product Offering/Balance of Line section in the Supplier's response to the Pricing section of the Proposal Evaluation Criteria Requirements. HDSFM exception: Harford County Public Schools, MD (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions. Pricing for complete product offering/balance of line items will be determined by a percentage discount off the Supplier's list price. The pricing percentage discount offered must be entered in a Complete Product Offering/Balance of Line section in the Supplier's response to the Pricing section of the Proposal Evaluation Criteria Requirements.
REQUEST FOR PROPOSAL #25-JH-011: 3. SCOPE OF WORK: 3.3.2 Complete Product Offering/Balance of Line: 3.3.2.1	HCPS request: Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line for cleaning supplies, equipment, and custodial related products, services, and solutions. Pricing for complete product offering/balance of line items will be determined by a percentage discount off the offeror's retail price list. The pricing percentage discount offered must be submitted under Attachment I, Cost Proposal, Pricing Schedule. HCPS reserves the right to accept or reject any or all balance of line items offered. HDSFM exception: Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line for cleaning supplies, equipment, and custodial related products, services, and solutions. Pricing for complete product offering/balance of line items will be determined by a percentage discount off the Offeror's standard price list. The pricing percentage discount offered must be submitted under Attachment I, Cost Proposal, Pricing Schedule. HCPS reserves the right to accept or reject any or all balance of line items offered.
REQUEST FOR PROPOSAL #25-JH-011: 3. SCOPE OF WORK: 3.4	HCPS request: All products offered must be new, unused, latest design and technology unless otherwise specified. HDSFM exception: All products offered must be new <u>and</u>, unused unless otherwise specified

REQUEST FOR PROPOSAL #25-JH-011: 3. SCOPE OF WORK: 3.10	HCPS request: In fulfilling its duties under the contract, the Supplier and all its personnel will be required to comply with all laws, policies, rules and regulations promulgated by all governmental authorities having jurisdiction over supplier and its personnel, including but not limited to the State of Maryland. It will be the supplier's obligation to determine which laws, policies, rules and regulations apply to its conduct, and any failure to comply will be considered a material breach of the contract and grounds for its termination at the district 's option.
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	HDSFM exception: In fulfilling its duties under the contract, the Supplier and all its personnel will be required to comply with all applicable laws, policies, rules and regulations promulgated by all governmental authorities having jurisdiction over supplier and its personnel, including but not limited to the State of Maryland. It will be the supplier's obligation to determine which laws, policies, rules and regulations apply to its conduct, and any failure to comply will be considered a material breach of the contract and grounds for its termination at HCPS's option.
REQUEST FOR PROPOSAL #25-JH-011: 3. SCOPE OF WORK: 3.12	HCPS request: Should an Awarded Supplier utilize distributors, resellers, dealers, or subcontractors, Participating Public Agencies may choose to issue work directly to the distributor, reseller, dealer, or subcontractor if allowed by the Awarded Supplier and Participating Public Agency HDSFM exception: Should an Awarded Supplier utilize subcontractors, Participating Public Agencies may choose to issue work directly to the subcontractor if allowed by the Awarded Supplier and Participating Public Agency.
REQUEST FOR PROPOSAL #25-JH-011: 5. RESPONDENT REQUIREMENTS: 5.4	HCPS request: Respondent shall furnish to HCPS any requested information and data/documentation. HCPS reserves the right to reject any proposal if the information or documentation submitted by the respondent or investigation of such respondent fails to satisfy HCPS that such respondent is properly qualified to carry out the obligations of the Contract and to complete all requirements contemplated therein. HDSFM exception: Respondent shall furnish to HCPS information and data/documentation <u>reasonably requested for HCPS to determine if Respondent is qualified to carry out obligations of the contract.</u> HCPS reserves the right to reject any proposal if the information or documentation submitted by the respondent or investigation of such respondent fails to satisfy HCPS that such respondent is properly qualified to carry out the obligations of the Contract and to complete all requirements contemplated therein.
REQUEST FOR PROPOSAL #25-JH-011: 7. AWARD: 7.13	HCPS request: HCPS reserves the right to add similar or related services to the resulting contract. HCPS and the firm will agree to the services and fees being added. Contract Amendments will be issued for all additions and must be signed by both parties. HDSFM exception: HCPS reserves the right to add similar or related services to the resulting contract. HCPS and the <u>Awarded Offeror</u> will agree to the services and fees being added. Contract Amendments will be issued for all additions and must be signed by both parties.
REQUEST FOR PROPOSAL #25-JH-011: 8. CONTRACT TERM: 8.4 8.3	HCPS request: The Contractor shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement

	is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed six years. HDSFM exception: The Contractor shall have the right to enter local “service” agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed six years.
REQUEST FOR PROPOSAL #25-JH-011: 9. PRICING AND RATE ADJUSTMENTS: 9.1	HCPS request: Proposer shall provide its proposed discount(s) from the Proposer’s/Supplier’s most current catalog for contract offering. The category discounts proposed should remain the same throughout the term of the Contract and at all renewal options; the Market Basket pricing herein shall be firm against any adjustment for the first twelve (12) months after the contract award. HDSFM exception: Proposer shall provide its proposed discount(s) from the Proposer’s/Supplier’s most current catalog for contract offering. The category discounts proposed should remain the same throughout the term of the Contract and at all renewal options; the Market Basket pricing herein shall be firm against any adjustment for the first twelve (12) months after the contract award. <u>In the event that existing or future tariffs or government-imposed surcharges impact the cost of goods under this Master Agreement, Supplier reserves the right to adjust pricing.</u>
REQUEST FOR PROPOSAL #25-JH-011: 9. PRICING AND RATE ADJUSTMENTS: 9.5	HCPS request: HCPS reserves the right to cap pricing adjustments at five percent (5%) of the price for the immediately preceding year. HDSFM exception: Intentionally Omitted
REQUEST FOR PROPOSAL #25-JH-011: 16. INSURANCE REQUIREMENTS	HCPS request: The Provider shall not commence any operations or services on behalf of the Board of Education of Harford County (the Board) under this Contract until the Provider has obtained at the Provider’s own expense all the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of the Provider will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board’s request, certified copies of the required insurance policies. See Attachment B for details. HDSFM exception: The Provider shall not commence any operations or services on behalf of the Board of Education of Harford County (the Board) under this Contract until the Provider has obtained at the Provider’s own expense all the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of the Provider will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers.

REQUEST FOR PROPOSAL #25-JH-011: 18. PROPOSAL EVALUATION PROCESS: 18.8	HCPS request: HCPS reserves the right to clarify information submitted in a proposal to determine whether an error has been made or whether a waiver of formality, informality or technicality is appropriate. Firms shall furnish HCPS with all such information and data necessary for HCPS to determine if the proposal is responsible and responsive to the HCPS' requirements as stated herein. HDSFM exception: HCPS reserves the right to clarify information submitted in a proposal to determine whether an error has been made or whether a waiver of formality, informality or technicality is appropriate. Firms shall furnish HCPS with all such information and data, <u>reasonably requested by</u> HCPS to determine if the proposal is responsible and responsive to the HCPS' requirements as stated herein.
REQUEST FOR PROPOSAL #25-JH-011: 20 SUBMITTAL REQUIREMENTS: 20.2 Volume II: COST PROPOSAL: 20.2.3.1 PRICE DISCOUNT	HCPS request: Offeror shall provide its proposed discount(s) from the Offeror's/Supplier's most current catalog for contract offering. The category discounts proposed should remain the same throughout the term of the Contract and at all renewal options; the Market Basket pricing herein shall be firm against any adjustment for the first twelve (12) months after the contract award. HDSFM exception: Offeror shall provide its proposed discount(s) from the Offeror's/Supplier's most current catalog for contract offering. The category discounts proposed should remain the same throughout the term of the Contract and at all renewal options; the Market Basket pricing herein shall be firm against any adjustment for the first twelve (12) months after the contract award. In the event that existing or future tariffs or government-imposed surcharges impact the cost of goods under this Master Agreement, Supplier reserves the right to adjust pricing.
REQUEST FOR PROPOSAL #25-JH-011: 20 SUBMITTAL REQUIREMENTS: 20.2 Volume II: COST PROPOSAL: 20.2.3.1 PRICE DISCOUNT: 20.2.3.5 MARKET BASKET	HCPS request: The complete Market Basket will be used for evaluation purposes. Offerors shall fill out and return Attachment I, Cost Proposal, Market Basket (Sample Pricing Form for Evaluation) which includes the catalog price and % discount on the top items used by HCPS and Participating Public Agencies. Offeror shall fill in all the tabs, one for each category noted under Scope of Work above. There is an area for an alternate product number and description. Pricing in the Market Basket must correspond with the discounts submitted in the Cost Proposal. Failure to have pricing correspond may be cause for rejection of your proposal. Quantities listed are for evaluation purposes only. HDSFM exception: The complete Market Basket will be used for evaluation purposes. Offerors shall fill out and return Attachment I, Cost Proposal, Market Basket (Sample Pricing Form for Evaluation) which includes the catalog price and % discount on the top items used by HCPS and Participating Public Agencies. Offeror shall fill in all the tabs, one for each category noted under Scope of Work above. There is an area for an alternate product number and description. Pricing in the Market Basket must correspond with the discounts submitted in the Cost Proposal.

	Failure to have pricing correspond may be cause for rejection of your proposal. Quantities listed are for evaluation purposes only.
REQUEST FOR PROPOSAL #25-JH-011: 20 SUBMITTAL REQUIREMENTS: 20.2 Volume II: COST PROPOSAL: 20.2.4	HCPS request: In addition, Offerors may propose their complete products, parts, services, and solutions as a balance of line by including pricing based on a discount from a manufacturer's price list or vendor catalog and title the PDF Exhibit 1. HDSFM exception: In addition, Offerors may propose their complete products, parts, services, and solutions as a balance of line by including pricing based on a discount from Offeror's standard price list or vendor catalog and title the PDF Exhibit 1.
REQUEST FOR PROPOSAL #25-JH-011: 20 SUBMITTAL REQUIREMENTS: 20.2 Volume II: COST PROPOSAL: 20.2.6	HCPS request: Additional pricing and/or discounts may be included. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed Market Basket price list firm for the first twelve (12) months after the contract award. Discounts must remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the entire term of the Contract. HDSFM exception: Additional pricing and/or discounts may be included. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed Market Basket price list firm for the first twelve (12) months after the contract award. In the event that existing or future tariffs or government-imposed surcharges impact the cost of goods under this agreement, Supplier reserves the right to adjust pricing. Discounts must remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the entire term of the Contract, except for products that are factory direct or extended inventory, as defined in the HD Supply catalog or online. Product that is shipped expedited or directly from the manufacturer to the property will include the appropriate freight charge.
REQUEST FOR PROPOSAL #25-JH-011: 20 SUBMITTAL REQUIREMENTS: 20.2 Volume II: COST PROPOSAL: 20.2.13	HCPS request: Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, Offeror should provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where a Participating Public Agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit. HDSFM exception: Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, Offeror should provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where a Participating Public Agency is eligible for federal funding, Offeror is subject to and must comply with all federal

	requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit; provided that HCPS and/or a Participating Public Agency notified Offeror prior to placing an order that federal funds or FEMA funds are being used.
ATTACHMENT A: Insurance Requirements: 1. General Insurance Requirements: 1.1	HCPS request: The Supplier shall not commence any operations or services on behalf of the Board of Education of Harford County (the Board) under this Contract until the Supplier has obtained at the Supplier's own expense all of the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of the Supplier

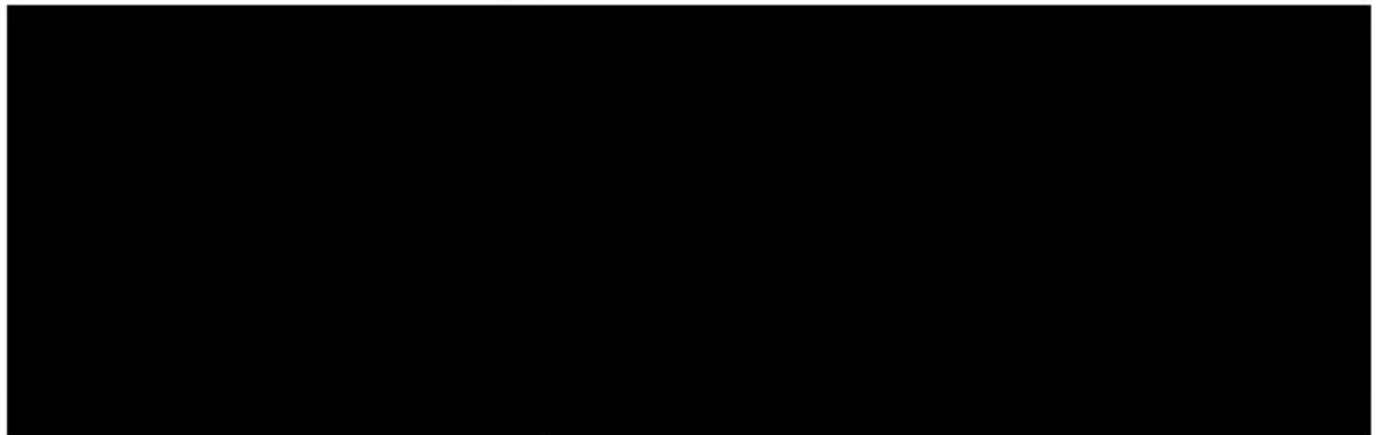
	will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies. HDSFM exception: The Supplier shall not commence any operations or services on behalf of the Board of Education of Harford County (the Board) under this Contract until the Supplier has obtained at the Supplier's own expense all of the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of the Supplier will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers.
ATTACHMENT A: Insurance Requirements: 1. General Insurance Requirements: 1.2	HCPS request: Insurance as required hereunder shall be in force throughout the term of the Contract. Original certificates signed by authorized representatives of the insurers or, at the Board's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Board throughout the term of the Contract. HDSFM exception: Insurance as required hereunder shall be in force throughout the term of the Contract. Original certificates signed by authorized representatives of the insurers evidencing that the required insurance is in effect, shall be maintained with the Board throughout the term of the Contract.
ATTACHMENT A: Insurance Requirements: 1. General Insurance Requirements: 1.3	HCPS request: The Supplier shall require all Subcontractors to maintain during the term of the Contract insurance to the same extent required of the Supplier herein unless any such requirement is expressly waived or amended by the Board in writing. The Supplier shall furnish Subcontractors' certificates of insurance to the Board immediately upon request. HDSFM exception: The Supplier shall require all Subcontractors to maintain during the term of the Contract insurance to the same extent required of the Supplier herein unless any such requirement is expressly waived or amended by the Board in writing.
ATTACHMENT A: Insurance Requirements: 1. General Insurance Requirements: 1.4 First Paragraph	HCPS request: All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Board. HDSFM exception: All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation until prior written notice, <u>in accordance with state guidelines</u>, has been given to the Board.
ATTACHMENT A: Insurance Requirements: 1. General Insurance Requirements: 1.7	HCPS request: All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Board grants specific approval for an exception. The Board hereby grants specific approval for the acquisition of workers

	compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland. HDSFM exception: All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Board grants specific approval for an exception. The Board hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.
ATTACHMENT A: Insurance Requirements: 2. Supplier's Insurance: 2.1.5	HCPS request: Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of: \$1,000,000 Per occurrence; \$1,000,000 Aggregate for other than products/completed operations and auto liability; and \$1,000,000 Products/completed operations aggregate. And including all of the following coverages on the applicable schedule of underlying insurance: i. Commercial general liability; ii. Business auto liability; and iii. Employers liability HDSFM exception: Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of: \$1,000,000 Per occurrence; \$1,000,000 Aggregate for other than products/completed operations and auto liability; and \$1,000,000 Products/completed operations aggregate. And including <u>all</u> the following coverages on the applicable schedule of underlying insurance: i. Commercial general liability; ii. Business auto liability; and iii. Employers liability
ATTACHMENT A: Insurance Requirements: 2. Supplier's Insurance: 2.1.6 First Paragraph	HCPS request: The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on the Supplier's commercial general

	liability insurance with respect to liability arising out of the services provided under this Contract by Supplier. HDSFM exception: The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers shall be <u>listed</u> as additional insureds, <u>by scheduled or blanket endorsement</u>, on the Supplier's commercial general liability insurance with respect to liability <u>arising out of</u> the services provided under this Contract by Supplier.
ATTACHMENT A: Insurance Requirements: 2. Supplier's Insurance: 2.1.6 Third Paragraph	HCPS request: "The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers are named as additional insureds on this commercial general liability insurance with respect to liability arising out of the services provided by the Named Insured under Contract: (Enter specific identifying information such as project name, Board's contract number and/or date of contract)." HDSFM exception: "The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers are <u>listed</u> as additional insureds <u>by scheduled or blanket endorsement</u>, on this commercial general liability insurance with respect to liability <u>arising out of</u> the services provided by the Named Insured under Contract: (Enter specific identifying information such as project name, Board's contract number and/or date of contract)."
ATTACHMENT A: Insurance Requirements: 3. Indemnification	HCPS request: To the fullest extent permitted by law, Supplier agrees to defend, indemnify, pay on behalf of and save harmless the Board of Education of Harford County, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Supplier under this Contract. HDSFM exception: To the fullest extent permitted by law, Supplier agrees to defend, indemnify, pay on behalf of, and save harmless the Board of Education of Harford County, its elected and appointed officials, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, to the extent arising out of or connected to Supplier's negligence or willful misconduct in the services provided by Supplier under this Contract.
ATTACHMENT A: Insurance Requirements: 4. Waiver of Subrogation	HCPS request: To the fullest extent permitted by law, the Supplier and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education of Harford County for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the services provided by Supplier under this Contract. Supplier specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered while working on behalf of the Board as an independent

	contractor. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Supplier shall advise its insurers of the foregoing. HDSFM exception: To the fullest extent permitted by law, the Supplier and its invitees, employees, officials, volunteers, and representatives waive any right of recovery against the Board of Education of Harford County for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) <u>arising out of</u> the services provided by Supplier under this Contract. Supplier specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered while working on behalf of the Board as an independent contractor. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Supplier shall advise its insurers of the foregoing.
ATTACHMENT A: Insurance Requirements: 5. Acknowledgement of Supplier's Independent Contractor Status and no Coverage For Supplier Under Board's Workers Compensation Coverage	HCPS request: Supplier hereby acknowledges its status as an independent contractor while performing services on behalf of the Board and that the Board's workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Supplier or its employees during the Supplier's performance of services for the Board. To the fullest extent permitted by law, the Supplier specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered during the performance of services as an independent contractor for the Board. Such waiver shall apply regardless of the cause of original of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Supplier shall advise its insurers of the foregoing. HDSFM exception: Supplier hereby acknowledges its status as an independent contractor while performing services on behalf of the Board and that the Board's workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss <u>caused in whole or in part by</u> injury to the Supplier or its employees during the Supplier's performance of services for the Board. To the fullest extent permitted by law, the Supplier specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered during the performance of services as an independent contractor for the Board. Such waiver shall apply regardless of the cause of original of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Supplier shall advise its insurers of the foregoing.
ATTACHMENT A: Insurance Requirements: 6. Damage to Property of the Supplier and its Invitees	HCPS request: To the fullest extent permitted by law, the Supplier shall be solely responsible for any loss or damage to property of the Supplier or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Board.

	HDSFM exception: To the fullest extent permitted by law, the Supplier shall be solely responsible for any loss or damage to property of the Supplier or its invitees, employees, officials, volunteers, and representatives while such property is on, at or adjacent to the premises of the Board.
ATTACHMENT C: CONFLICT OF INTEREST AFFIDAVID AND DISCLOSURE: (c)	HCPS request: The Contractor agrees that if an actual or potential conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Procurement Agent. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Agent, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Procurement Agent of any contrary action to be taken. HDSFM exception: The Contractor agrees that if an actual or potential conflict of interest is identified during performance, the Contractor will <u>immediately</u> make a full disclosure in writing to the Procurement Agent. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Agent, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Procurement Agent of any contrary action to be taken.
ATTACHMENT C: CONFLICT OF INTEREST AFFIDAVID AND DISCLOSURE: (e)	HCPS request: The Contractor agrees to insert in each subcontract placed hereunder, provisions which shall conform substantially to the language of this affidavit. HDSFM exception: Contractor shall be responsible for any conflicts of interest with respect to any subcontracts placed hereunder.
ATTACHMENT D: EMPLOYMENT of SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS' AFFIDAVIT; Second to last Sentence	HCPS request: Violations of any of these provisions may result in Termination for Cause.
ATTACHMENT G: Signature Sheet	HCPS request: I/We agree to provide the services in accordance with the accompanying requirements and all conditions, provisions, attachments, and any addenda to this RFP.

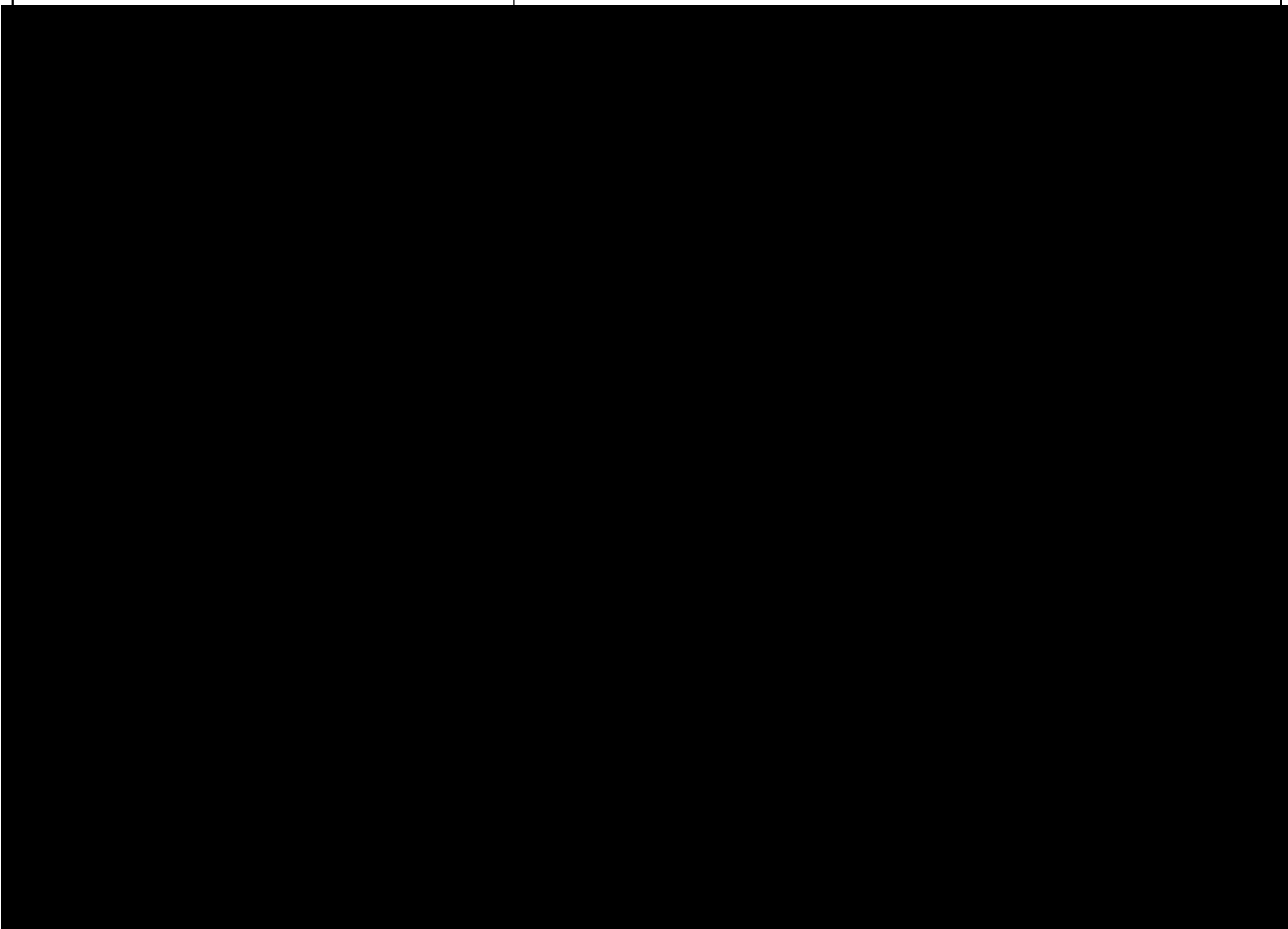


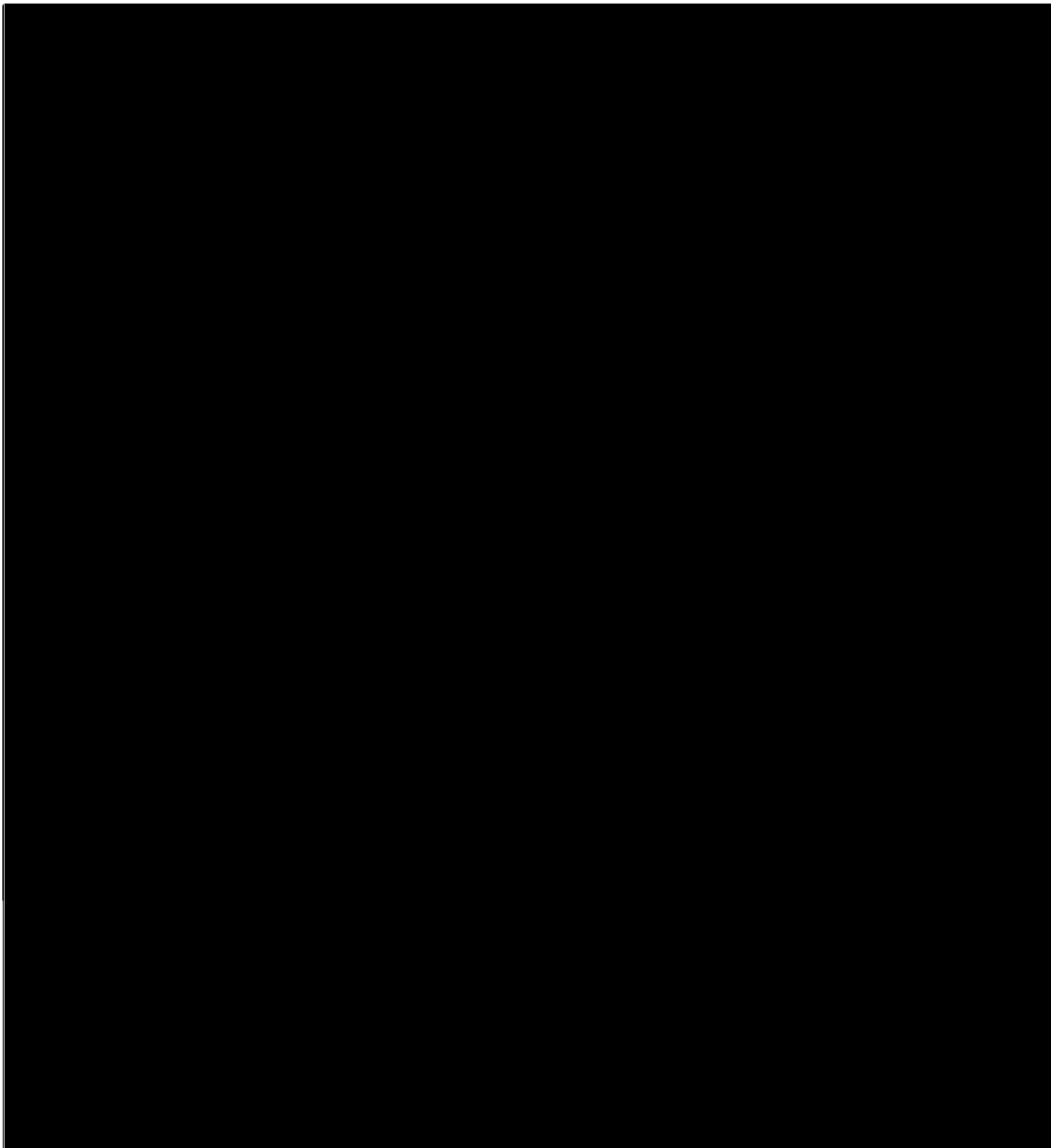
ATTACHMENT J: Exhibit A: Response for National Cooperative Contract: 1.5 Objectives of Cooperative Program: B	HCPS request: Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide; HDSFM exception: Publicize and promote the availability of the Master Agreement's products and services as one of the Supplier's go to market strategies to public Agencies and such agencies' employees nationwide.
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ATTACHMENT J: Exhibit A: Response for National Cooperative Contract: 2.0 REPRESENTATIONS AND COVENANTS	HCPS request: [As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.]
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ATTACHMENT J: Exhibit A: Response for National Cooperative Contract: 2.0 REPRESENTATIONS AND COVENANTS: 2.1 Corporate Commitment	HCPS request: Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is [Supplier's primary] "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to [all] Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement. HDSFM exception: Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is a "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.
ATTACHMENT J: Exhibit A: Response for National Cooperative Contract: 2.0 REPRESENTATIONS AND COVENANTS: 2.2 Pricing Commitment	HCPS request: Supplier [commits] the not-to-exceed pricing provided under the Master Agreement pricing is [its lowest available (net to buyer)] to Public Agencies nationwide [and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.] HDSFM exception: Supplier <u>represents that</u> the not-to-exceed pricing provided under the Master Agreement pricing is <u>competitive with any other pricing options it offers</u> to Public Agencies nationwide . <u>Supplier's pricing shall be evaluated on an aggregate basis considering applicable market conditions.</u>
ATTACHMENT J: Exhibit A: Response for National Cooperative Contract: 2.0	HCPS request: Supplier commits to aggressively market the Master Agreement as [its] go to market strategy in this defined sector and that its

REPRESENTATIONS AND COVENANTS: 2.3 Sales Commitment	sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement. HDSFM exception: Supplier commits to aggressively market the Master Agreement as a go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.
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ATTACHMENT J: Exhibit F: Federal Funds Certifications	HCPS request: Exhibit F HDSFM exception: Intentionally Omitted
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**ATTACHMENT J: Exhibit G: New Jersey
Business Compliance**

HCPS request: Exhibit G

HDSFM exception: Intentionally Omitted



DuPage County
 Finance Department
 Procurement Division
 421 North County Farm Road
 Room 3-400
 Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	Omnia Partners agreement # 25-JH-011 for MRO and Cleaning supplies
COMPANY NAME:	HD Supply Facilities Maintenance, Ltd.
CONTACT PERSON:	Ryan Kaminski
CONTACT EMAIL:	ryan.kaminski@hdsupply.com

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. 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.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

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.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

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 and supplemental disclosure is required. The Bidder agrees 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 of the County's Ethics Ordinance is available at:

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

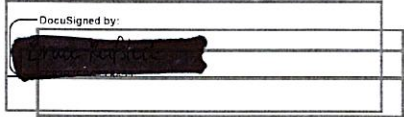
The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Bruce Reifsteck

Signature: 

Title: VP, Public Sector

Date: 11/20/2025



Facilities Management Requisition Under \$30K

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

File #: 25-2895

Agenda Date: 12/2/2025

Agenda #: 8.B.



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 25-2895	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$23,613.50
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 12/02/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$23,613.50
	CURRENT TERM TOTAL COST: \$23,613.50	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Brightly Software Inc.	VENDOR #: 22932	DEPT: Facilities Management	DEPT CONTACT NAME: Mary Ventrella
VENDOR CONTACT: Michelle Will	VENDOR CONTACT PHONE: 919-793 - 8469	DEPT CONTACT PHONE #: 630-407-5705	DEPT CONTACT EMAIL: mary.ventrella@dupagecounty.gov
VENDOR CONTACT EMAIL: michelle.will@brightlysoftware.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of a contract to Brightly Software, Inc., for Maintenance Edge (Help Desk – Formerly Facility Dude) and Connect Authenticate software licensing, for Facilities Management, for the period December 1, 2025 through November 30, 2026, for a total contract amount not to exceed \$23,613.50, per quote Q-449789. Contract let pursuant to the Intergovernmental Cooperation Act OMNIA Partners contract #R210702.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Current help desk software contract expires on 11/30/2025 and this new contract replaces it.			

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. OMNIA Partners Contract #R210702.
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). Recommendation for the approval of a contract to Brightly Software, Inc. for Maintenance Edge (Help Desk) software licensing for Facilities Management. 1) Do nothing and Facilities Management will not have a Help Desk for maintenance needs on County campus. 2) Research other software that may or may not meet the needs of Facilities Management Help Desk requirements. This option could take months of research and pricing and our current subscription expires on 11/30/25.

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.
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: Brightly Software Inc.	Vendor#:	Dept: Facilities Management	Division:
Attn: Michelle Will	Email: michelle.will@brightlysoftware.com	Attn:	Email: FMAccountsPayable@dupagecounty.gov
Address: 4242 Six Forks Rd, Suite 1400	City: Raleigh	Address: 421 N. County Farm Road	City: Wheaton
State: NC	Zip: 27609	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Brightly Software Inc.	Vendor#:	Dept: Facilities Management	Division:
Attn:	Email:	Attn:	Email:
Address: PO Box 200681	City: Pittsburg	Address: 421 N. County Farm Road	City: Wheaton
State: PA	Zip: 15251-0618	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5700	Fax: 630-407-5710
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2025	Contract End Date (PO25): Nov 30, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	LO		Maintenance Edge Software	FY26	1000	1100	53807		23,613.50	23,613.50
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 23,613.50

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Provide Event Manager Professional (Room Reservations – Formerly Dude Solutions) and Connect Authenticate for Cloud Services Subscription software licensing, for Facilities Management.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Vendor, Mary Ventrella, Cathie Figlewski, and Clara Gomez.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Public Works Committee: 12/02/25
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

**PREPARED FOR**

DuPage County ("Customer")

PREPARED BY

Brightly Software Inc

4242 Six Forks Road, Suite 1400

Raleigh, NC 27609

PUBLISHED ON

October 08, 2025



Q-449789

October 08, 2025
DuPage County

Thank you for your continued support of our market leading solutions for improving efficiency in operations. We are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Brightly is dedicated to providing best in class solutions, including the following for DuPage County.

Service Term: 12 months (12/01/2025 - 11/30/2026)

Cloud Services			
Item	Start Date	End Date	Investment
MaintenanceEdge	12/1/2025	11/30/2026	\$23,613.50
Planned Maintenance	12/1/2025	11/30/2026	\$0.00
ConnectAuthenticate	12/1/2025	11/30/2026	\$0.00
Renewal:			\$23,613.50 USD

- Omnia Partners Contract Number: R210702 discount has been included
- <https://www.omniapartners.com/suppliers/brightly/public-sector>



Order terms

BY SIGNING THIS ORDER FORM, WHETHER BY ELECTRONIC OR WRITTEN SIGNATURE, YOU ARE PLACING A BINDING ORDER FOR THE OFFERINGS SHOWN. IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERINGS.

- A. The "Effective Date" of the Agreement between Customer and Brightly Software, a Siemens Company ("Siemens") is the date Customer accepts this Order
- B. Proposal expires in sixty (60) days.
- C. The Siemens entity entering into this Agreement is Brightly Software, Inc., a Delaware corporation, and the notice address shall be Corporate Trust Center, 1209 Orange Street, Wilmington, DE 19801 USA, Attn: Brightly Software.
- D. By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Customer agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- E. Payment terms: Net 60
- F. This Order and its Offerings will be subject to the terms and conditions of the Terms of Service (the Base Terms together with any applicable Supplemental Terms) found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Agreement"), unless Customer has a separate written agreement executed by Brightly Software, Inc. for the Offerings, in which case the separate written agreement will govern its defined Term. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or other document from Customer are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- G. Where the Customer is a state, local, or public education entity created by the laws of the applicable state, Siemens and Customer agree that the provisions of the State, Local Government, and Higher Education Addendum ("SLED Addendum") found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) take precedence over any conflicting terms in the Agreement to the extent the deviations set forth therein are required by applicable law.
- H. Siemens shall invoice Customer and Customer agrees to pay Siemens the amount specified on this Order. Quantities purchased may not be decreased during the relevant Subscription Term. Customer is responsible for providing complete and accurate billing and contact information to Siemens and notifying Siemens promptly of any changes to such information.
- I. If Customer is paying by credit card or Automated Clearing House ("ACH"), Customer shall establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, Siemens is hereby authorized to charge any applicable fees, including any processing fees, using such Automatic Payment Method.
- J. Customer is responsible for paying all taxes associated with its purchases hereunder. Siemens shall invoice Customer and Customer shall pay that amount unless Customer provides Siemens with a valid tax exemption certificate, direct pay permit, or other government-approved documentation. Notwithstanding the foregoing, Customer is responsible for, and, to the extent permitted by law, will indemnify Siemens for: 1) any encumbrance, fine, penalty or other expense which Siemens may incur as a result of Customer's failure to pay any taxes



- required hereunder, and 2) any taxes, including withholding taxes, resulting from making an Offering available to Users in geographic locations outside the country in which Customer is located as per the Order. For clarity, Siemens is solely responsible for taxes assessable against Siemens based on its income, property and employees.
- K. Siemens maintains the right to increase fees within the Subscription Term for Recurring Fee Offerings by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
 - L. In the event Customer purchases the Cloud Services (including any renewals thereof) through an authorized reseller of Siemens, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or taxes. Such terms and conditions shall be negotiated solely by and between Customer and such authorized reseller. In the event Customer ceases to pay the reseller, or terminates its agreement with the reseller, Siemens shall have the right to terminate Customer's access to the Cloud Services at any time upon thirty (30) days' notice to Customer unless Customer and Siemens have agreed otherwise in writing.

Cloud Services

- A. Billing frequency: Annual
- B. Cloud Services Offerings will be subject to the terms and conditions of the General Software and Cloud Supplemental Terms found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) .
- C. The Offerings in this Order will not automatically renew. The Customer may renew for additional periods of no less than one year by written notice of Customer's intent to renew the subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term.
- D. During the Term, Siemens shall, as part of Customer's Subscription Fees provide telephone and email support ("Support Services") 24 hours/day, 7 days/week.
- E. Siemens shall use commercially reasonable efforts to make its Software or Cloud Service available 99.9% of the time for each full calendar month during the Subscription Term, determined on twenty-four (24) hours a day, seven (7) days a week basis (the "Service Standard"). The Service Standard availability for access and use by Customer(s) excludes unavailability when due to: (a) any access to or use of the Cloud Service by Customer or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Customer's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with internet service or non-Cloud Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Cloud Service by Siemens pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Cloud Service, the total amount of time (measured in minutes) during an applicable calendar month when such Cloud Service is unavailable for the majority of Customer's Account Users due to planned Cloud Service maintenance. To the extent reasonably practicable, Siemens shall use reasonable efforts to provide eight (8) hours prior notice of Cloud Service maintenance events and schedule such Cloud Service maintenance events outside the applicable business hours.
- F. USE OF APIS. Customer is authorized to use any Application Programming Interface that is either: i) identified as a Cloud Services Offering, or ii) identified as published in the Documentation (collectively the "APIs") as part of any Offering for Customer's internal business purposes only. Customer may not use the APIs to enable unauthorized use of the Cloud Services. Customer may purchase a separate license to use certain published APIs to develop software for use solely in conjunction with the Cloud Services. Customer is prohibited from reselling any software



developed through the use of the APIs unless (a) Customer is separately authorized to do so as a member of a Siemens partner program, or (b) Customer has purchased an Offering which include APIs that explicitly allows Customer to develop software for Customer's internal use or for resale under terms and conditions at least as protective as this Agreement. Customer may not otherwise modify, adapt, or merge the Offerings. Siemens has no obligations or liability for software developed by Customer using the APIs. Customer is prohibited from using unpublished APIs under any circumstances.

- G. Siemens reserves the right to block IP addresses originating from a Denial of Service (DoS) attack. Siemens shall notify Customer should this condition exist and inform Customer of its action. Once blocked, an IP address shall not be able to access the Cloud Service and the block may be removed once Customer is satisfied corrective action has taken place to resolve the issue. Siemens also reserves the right to suspend or terminate service if Customer: 1) performs load tests, network scans, penetration tests, ethical hacks or any other security auditing procedure on the Cloud Service, 2) interferes with or disrupts the integrity or performance of the Cloud Service or data contained therein, or 3) otherwise violates the use restrictions under this Agreement.
- H. Customer is entitled to access and use the Offerings only as explicitly described in the Documentation. These Offerings are intended for Customer's internal business operations only. There are no additional Entitlements or rights to use the Offerings or their related APIs beyond what is specified. Any other access or use is strictly prohibited under the Terms.
- I. At the time of this Order, the implementation of the requirements of the Cyber Resilience Act EU 2024/2847 ("CRA") is not yet mandatory in the European Union (EU) due to its transitional periods. Not all clarifications on measures that the Customer and contractor will take to implement the new requirements within the project implementation can currently be completed. Therefore, the parties agree that the project scope and contract price agreed upon at the time of Agreement conclusion do not yet include any necessary measures to implement the CRA requirements. Siemens will present the implementation of these measures together with an adjustment of the contract price and schedules considering any additional expenses of the contractor in the appropriate project phases through the Change Request procedure.

Additional information

- A. Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (<mailto:accountsreceivable@brightlysoftware.com>).
- B. Billing frequency other than annual is subject to additional processing fees.
- C. Provide Siemens with the purchase order number, if applicable. Acceptance of this Order without a purchase order number indicates that a purchase order is not necessary. Please reference Q-449789 on any applicable purchase order and email to Purchaseorders@Brightlysoftware.com (<mailto:Purchaseorders@Brightlysoftware.com>).
- D. Brightly Software, Inc. can provide evidence of insurance upon request.



Signature

Presented to:

DuPage County - Q-449789

October 08, 2025, 10:49:00 AM

Accepted by:

Printed Name

Signed Name

Title

Date



Brightly

Facilities Management Software & Solutions

Brightly, a Siemens company, is the global leader in intelligent asset management solutions. With over 20 years of experience and more than 12,000 clients worldwide, Brightly empowers organizations to optimize the performance and longevity of their assets. Its cloud-based platform delivers predictive insights that guide users through every phase of the asset lifecycle—from acquisition and maintenance to capital planning and sustainability.

Brightly's software suite includes:

- CMMS (Computerized Maintenance Management System)
- EAM (Enterprise Asset Management)
- Strategic Asset Management & Asset Investment Planning
- IoT Remote Monitoring
- Sustainability & Energy Management Tools
- Community Engagement Platforms

These solutions are designed to be intuitive, scalable, and data-driven—helping organizations make smarter decisions, reduce costs, and improve service delivery.

Click Your Industry

Education | Government

Nonprofit

Public Sector

K-12 Education

Higher Education

State & Local Government



Brightly builds intelligent software to help organizations efficiently manage operations and assets. As part of Siemens, Brightly combines deep industry expertise with innovative technology to deliver solutions that are both powerful and easy to use.

Facilities Management Software & Solutions

Region 4 ESC - TX | R210702

CONTRACT DOCUMENTATION

CONTACT US

Brightly OMNIA[®]

**Smarter assets,
sustainable communities**

Brightly builds the intelligent software and workflows to bring the world together to help you optimize the performance of your assets today to ensure the steps of tomorrow.



About Brightly



Proven software designed to simplify, streamline business processes of your assets and operations.



Smart platform that fuels an intelligent ecosystem of information and insights to make smarter decisions.



Transformative partner with built-in expertise and resources to help you build tomorrow's assets, where you live today.



Global experience and strong relationships with leading global infrastructure owners and operators, wherever you need a solution to succeed the globe.



12,000+ clients



90% client satisfaction



\$5 billion+ revenue



20 years of working clients and partners



500+ million work orders addressed



200+ million systems connected



\$6 million per client engaged



\$321 billion of assets managed

[brightly.com/omnia](https://www.brightly.com/omnia)

Brightly Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Facilities Management Software & Solutions

Region 4 ESC - TX

Contract Number: R210702



Initial Term: April 1, 2022 through March 31, 2025

Renewal Options: Option to renew for two (2) additional one-year periods through March 31, 2027

RENEWED THROUGH March 31, 2027

Executive Summary

- [Executive Summary](#)
- [Due Diligence](#)
- [Notice of Material Change - Company Name Brightly Software](#)
- [Notice of Possible Account Data Breach](#)

Master Agreement Documents

- [Official Signed Contract](#)
- [Contract Award Letter](#)
- [Contract Award Documents](#)
- [Contract Renewal 1](#)
- [Contract Renewal 2](#)

Response Evaluation

- [Supplier Response to RFP](#)
- [Evaluation Documents](#)

Solicitation Process

- [Original RFP Document](#)
- [RFP Addendum 1](#)
- [RFP Questions and Answers](#)
- [Proof of Publication](#)
- [RFP Request List](#)
- [RFP Opening Documents](#)

INDUSTRIES

K-12 Education
Higher Education
Government
Nonprofit
Enterprise
Corporate
Private Equity

SOLUTIONS

Contract Offerings
OPUS
Data & Spend Analytics
Industry Experts

ABOUT US

RESOURCES

5001 Aspen Grove Drive
Franklin, TN 37067



Real Estate

CAREERS

info@omniapartners.com
(866) 875-3299

BECOME A MEMBER

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November 13, 2025

Andrew Conners
Finance
Brightly Software, Inc.
11000 Regency Pkwy Ste 400
Cary, North Carolina 27518

Re: Renewal Award of Contract # R210702

Dear Andrew Conners:

Per official action taken by the Board of Directors of Region 4 Education Service Center on October 28th, 2025, Region 4 ESC is pleased to announce that Brightly Software, Inc. has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on September 7th, 2021, and subsequent performance thereafter:

Contract

Facilities Management Software Solutions

The contract will expire on March 31st, 2027, completing the fifth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Deborah Bushnell, at deborah.bushnell@omniapartners.com.

The partnership between Brightly Software, Inc., Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

Signed by:
Signature on File

A5A9F62707BB46B
Adam Tabor, MBA, RTSBA
Department Director, Procurement

Vendor Ethics Disclosure Form Has Been Requested



Facilities Management Requisition Over \$30K

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

File #: FM-P-0054-25

Agenda Date: 12/2/2025

Agenda #: 8.A.

AWARDING RESOLUTION
ISSUED TO MECHANICAL, INC.
D/B/A HELM MECHANICAL / HELM SERVICE
TO FURNISH, DELIVER, AND INSTALL A DOMESTIC
HOT WATER STORAGE TANK AT THE JAIL
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED \$107,558.00)

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

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to Mechanical, Inc. d/b/a Helm Mechanical / Helm Service, to furnish, deliver, and install a domestic hot water storage tank for the Jail, for the period December 10, 2025 through December 9, 2026, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to furnish, deliver, and install a domestic hot water storage tank for the Jail, for the period December 10, 2025 through December 9, 2026, for Facilities Management., be, and it is hereby approved for issuance of a contract by the Procurement Division to, Mechanical, Inc. d/b/a Helm Mechanical / Helm Service, 2279 Yellow Creek Road, PO Box 690, Freeport, IL 61032, for a contract total amount not to exceed \$107,558.00, per lowest responsible bid #25-123-FM.

Enacted and approved this 9th day of December, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 25-2839	RFP, BID, QUOTE OR RENEWAL #: 25-123-FM	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$107,558.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 12/02/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$107,558.00
	CURRENT TERM TOTAL COST: \$107,558.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Mechanical, Inc. d/b/a Helm Mechanical / Helm Service	VENDOR #: 39151	DEPT: Facilities Management	DEPT CONTACT NAME: Mary Ventrella
VENDOR CONTACT: Kathy Nebel	VENDOR CONTACT PHONE: 630-891-3400	DEPT CONTACT PHONE #: 630-407-5705	DEPT CONTACT EMAIL: mary.ventrella@dupagecounty.gov
VENDOR CONTACT EMAIL: knebel@helmgroupp.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of a contract to Mechanical, Inc. d/b/a Helm Mechanical / Helm Service, to furnish, deliver, and install a domestic hot water storage tank for the Jail, for Facilities Management, for the period December 10, 2025 through December 9, 2026 for a contract total amount not to exceed \$107,558.00, per lowest responsible bid #25-123-FM.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The existing laundry hot water storage tank was installed in 1992 and has developed major leaks due to excessive corrosion. The laundry is currently without hot water. The new tank will restore hot water service to the laundry facility.			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

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: Mechanical, Inc. d/b/a Helm Mechanical / Helm Service	Vendor#: 39151	Dept: Facilities Management	Division:
Attn: Kathy Nebel	Email: knebel@helmgroupp.com	Attn:	Email: FMAccountsPayable @dupagecounty.gov
Address: 900 Oakmont Lane, Suite 200	City: Westmont	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60559	State: IL	Zip: 60187
Phone: 630-891-3400	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Mechanical, Inc. d/b/a Helm Mechanical / Helm Service	Vendor#: 39151	Dept: Facilities Management	Division:
Attn: Marcia Thill	Email: mthill@helmgroupp.com	Attn: Gavin Carroll	Email: gavin.carroll@dupagecounty.gov
Address: 2279 E Yellow Creek Road, PO Box 690	City: Freeport	Address: 501 N. County Farm Road	City: Wheaton
State: IL	Zip: 60132	State: IL	Zip: 60187
Phone: 630-891-3400	Fax:	Phone: 630-918-4933	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 10, 2025	Contract End Date (PO25): Dec 9, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	LO		Labor and Material	FY26	6000	1220	54010	2504429	97,780.00	97,780.00
2	1	LO		Contingency	FY26	6000	1220	54010	2504429	9,778.00	9,778.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 107,558.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Furnish, deliver, and install a domestic hot water storage tank for the Jail, for Facilities Management.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Vendor, Mary Ventrella, Cathie Figlewski, and Clara Gomez.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Public Work Committee: 12/02/25 County Board: 12/09/25 Job #25-04429
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 HTW STORAGE TANK REPLACEMENT
 25-123-FM
 BID TABULATION



NO.	ITEM	UOM	QTY	Helm Mechanical / Helm Service	The Stone Group Inc.
				PRICE	PRICE
1	Hot Water Storage Tank Replacement	L SUM	1	\$ 97,780.00	\$ 143,100.00

NOTES

1. Facilities Management has requested a contingency of 10%, \$97,780.00 + \$9,778.00 (contingency) = \$107,558.00 contract request.

Bid Opening 11/14/2025 @ 2:30 PM	BR, SR
Invitations Sent	93
Total Vendors Requesting Documents	2
Total Bid Responses	2

BID PRICING FORM

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-123-FM
COMPANY NAME:	Helm Mechanical
CONTACT PERSON:	Kathy Nebel
CONTACT EMAIL:	knebel@helmgroupp.com

Section II: Pricing

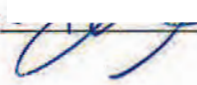
All goods are to be shipped F.O.B. Destination, delivered, and installed.

NO.	ITEM	UOM	QTY	PRICE
1	Hot Water Storage Tank Replacement	L SUM	1	\$ 97,780
GRAND TOTAL (In words) ninety seven thousand seven hundred eighty				

Section III: Certification

By signing below, the Bidder agrees to provide the required goods and/or services described in the Bid Specifications for the prices quoted on this Bid Pricing Form.

Signature on File

Printed Name: Dave Schramm Signature: 

Title: Vice President Date: 11/14/2025



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

MANDATORY FORM

Section I: Contact Information

Complete the contact information below.

BID NUMBER:	25-123-FM
COMPANY NAME:	Helm Mechanical
MAIN ADDRESS:	900 Oakmont Ln. Suite 200
CITY, STATE, ZIP CODE:	Westmont, IL 60559
TELEPHONE NO.:	630-891-3400
BID CONTACT PERSON:	Kathy Nebel
CONTACT EMAIL:	knebel@helmgroupp.com

Section II: Contract Administration Information

Complete the contract administration information below.

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME:	Kathy Nebel	NAME:	Helm Mechanical Accounting
CONTACT:	knebel@helmgroupp.com	CONTACT:	Marcia Thill
ADDRESS:	900 Oakmont Ln. Suite 200	ADDRESS:	2279 E Yellow Creek Rd.
CITY, ST., ZIP:	Westmont, IL 60559	CITY, ST., ZIP:	Freeport, IL 61032
PHONE NO.:	630-891-3400	PHONE NO.:	630-891-3400
EMAIL:	knebel@helmgroupp.com	EMAIL:	mthill@helmgroupp.com

Section III: Certification

The undersigned certifies that they are:

☐ The Owner or Sole
Proprietor

☐ A Member authorized to
sign on behalf of the
Partnership

☒ An Officer of the
Corporation

☐ A Member of the Joint
Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

Brian Helm
(President or Partner)

Dave Schramm
(Vice-President or Partner)

Craig Buikema
(Secretary or Partner)

Craig Buikema
(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid 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 Officer, DuPage County, 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. _____, _____, and _____ issued thereto.

Further, the undersigned proposes and agrees, if this bid 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 and at the price therein prescribed.

Further, the undersigned certifies and warrants that they are duly authorized to execute this certification/affidavit on behalf of the Bidder 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 Bidder and is true and accurate.

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

The undersigned certifies that they have examined and carefully prepared this bid and have checked the same in detail before submitting this bid, 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. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that it has provided equipment, supplies, or 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 Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that it will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

By signing below, the Bidder agrees to the terms of this Mandatory Form and certifies that the information on this form is true and correct to the best of its knowledge.

Signature on File

Printed Name: Dave Schramm

Signature: 

Title: Vice President

Date: 11/14/2025



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-123-FM
COMPANY NAME:	Helm Mechanical
CONTACT PERSON:	Kathy Nebel
CONTACT EMAIL:	knebel@helmgroupp.com

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. 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.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

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.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

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 and supplemental disclosure is required. The Bidder agrees 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 of the County's Ethics Ordinance is available at:

[Ethics | DuPage Co, IL](#)

The full text of the County's Procurement Ordinance is available at:

[ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library](#)

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Dave Schramm

Signature

Signature on File



Title: Vice President

Date: 11/14/2025