



DU PAGE COUNTY

Technology Committee

Final Regular Meeting Agenda

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

Tuesday, September 2, 2025

11:00 AM

Room 3500B

1. CALL TO ORDER

2. ROLL CALL

3. CHAIRWOMAN'S REMARKS - CHAIR COVERT

4. PUBLIC COMMENT

5. APPROVAL OF MINUTES

5.A. [25-2078](#)

Approval of Minutes for the Technology Committee - Regular Meeting - Tuesday, August 19, 2025

6. PROCUREMENT REQUISITIONS

6.A. [TE-P-0011-25](#)

Recommendation for the approval of a contract purchase order to Gartner, Inc., for one (1) subscription for Executive Programs Leadership Team Leader and one (1) subscription for Executive Programs Leadership Team Advisor Member, for Information Technology, for the period of October 1, 2025 through September 30, 2026, for a contract total amount of \$156,908. Contract pursuant to the Intergovernmental Cooperation Act (NASPO Contract #186840 Addendum).

7. INFORMATIONAL ITEMS

7.A. [SM-P-0020-25](#)

Recommendation for the approval of a contract to Azteca Systems, LLC, for Asset Management Software Licenses, for Stormwater Management (\$74,720.61), Public Works (\$74,720.61), and the Division of Transportation (\$12,994.89), for the period of October 1, 2025 through September 30, 2027, for a contract total not to exceed \$162,436.10. Sole Source Provider.

8. IT PROJECT UPDATES

9. OLD BUSINESS

10. NEW BUSINESS

11. ADJOURNMENT



Minutes

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

File #: 25-2078

Agenda Date: 9/2/2025

Agenda #: 5.A.



DU PAGE COUNTY

Technology Committee

Final Summary

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

Tuesday, August 19, 2025

11:00 AM

Room 3500B

1. CALL TO ORDER

11:00 AM meeting was called to order by Chair Covert at 11:06 AM.

MOTION TO ALLOW FOR REMOTE PARTICIPATION

Member Lukas moved, seconded by Member Childress, to allow remote participation. All ayes. Motion carried.

2. ROLL CALL

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

3. CHAIRWOMAN'S REMARKS - CHAIR COVERT

No remarks were offered.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [25-1884](#)

Approval of Minutes for the Technology Committee - Regular Meeting - Tuesday, August 5, 2025

Attachments: [08-05-2025 Technology Minutes](#)

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Sheila Rutledge

6. INFORMATIONAL ITEMS

6.A. [25-1919](#)

Amendment to County Contract 6086-0001 SERV, issued to Brightly Software, Inc., for annual maintenance edge (help desk) and connect authenticate software licensing, for Facilities Management, for a change order to extend the contract to November 30, 2025, and to increase the contract in the amount of \$3,935.58, taking the original contract amount of \$74,340.34 and resulting in an amended contract total amount not to exceed \$78,275.92.

Attachments: [Brightly Software, Inc. - Change Order](#)
[Brightly Software, Inc. - Decision Memo](#)
[Brightly Software, Inc. - Pricing](#)
[Brightly Software, Inc. - VE](#)

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Sheila Rutledge
SECONDER:	Michael Childress

6.B. **HS-P-0043-25**

Recommendation for the approval of a contract purchase order to Kronos Inc., A UKG Company, for software support services for the Kronos automated time and attendance system, for the DuPage Care Center, for the period of September 28, 2025 through September 27, 2026, for a contract total not to exceed \$90,980; per 55 ILCS 5/5-1022 (c) not suitable for competitive bids. (Sole Source - renewal to sole maintenance/upgrade provider.)

Attachments: [Kronos Inc., A UKG Company PRCC.pdf](#)
[Kronos Inc., A UKG Company pricing pages.pdf](#)
[Kronos Inc., A UKG Company Sole Source Letter.pdf](#)
[Kronos Inc., A UKG Company Vendor Ethic Disclosure Statement.pdf](#)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Michael Childress
SECONDER:	Judith Lukas

7. **PRESENTATION**

7.A. **25-1759**

FY2026 Information Technology Budget Presentation (continued)

CIO Anthony McPhearson presented the proposed FY2026 IT, GIS, and DuJIS budgets, as attached hereto. Discussion followed.

Attachments: [IT Dept FY2026 Budget Presentation - REDUCED - 2025.08.11.pdf](#)

RESULT:	PRESENTED
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8. **OLD BUSINESS**

No old business was discussed.

9. **NEW BUSINESS**

No new business was discussed.

10. ADJOURNMENT

With no further business, the meeting was adjourned.



Technology Requisition \$30,000 and Over

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

File #: TE-P-0011-25

Agenda Date: 9/2/2025

Agenda #: 6.A.

AWARDING RESOLUTION ISSUED TO
GARTNER, INC.
FOR TWO (2) SUBSCRIPTIONS
FOR INFORMATION TECHNOLOGY
(CONTRACT TOTAL AMOUNT \$156,908.00)

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

WHEREAS, pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/2), the County is authorized to enter into a Joint Purchasing Agreement for one (1) subscription for Executive Programs Leadership Team Leader and one (1) subscription for Executive Programs Leadership Team Advisor Member; and

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

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract to Gartner, Inc., one (1) subscription for Executive Programs Leadership Team Leader and one (1) subscription for Executive Programs Leadership Team Advisor Member, for the period of October 1, 2025 through September 30, 2026, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for one (1) subscription for Executive Programs Leadership Team Leader and one (1) subscription for Executive Programs Leadership Team Advisor Member, for the period of October 1, 2025 through September 30, 2026, for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to Gartner, Inc., 56 Top Gallant Road, Stamford, CT 06904, for a contract total amount not to exceed \$156,908.00, per contract pursuant to the NASPO Contract #186840.

Enacted and approved 9th day of September, 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#: 25-1860	RFP, BID, QUOTE OR RENEWAL #: Service Order #Q-00321401	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$156,908.00
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 09/02/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$156,908.00
	CURRENT TERM TOTAL COST: \$156,908.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Gartner, Inc.	VENDOR #: 13100	DEPT: IT	DEPT CONTACT NAME: Richard Burnson
VENDOR CONTACT: Tim Olsen	VENDOR CONTACT PHONE: 312-730-9040	DEPT CONTACT PHONE #: 630-407-5064	DEPT CONTACT EMAIL: Richard.Burnson@dupagecounty.gov
VENDOR CONTACT EMAIL: tim.olsen@gartner.com	VENDOR WEBSITE: gartner.com	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Two (2) subscriptions, one (1) for "Executive Programs Leadership Team Leader" and one (1) for "Executive Programs Leadership Team Advisor Member", totaling \$156,908.00 per NASPO Contract #186840.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished. These subscriptions will provide access to a large library of world class, objective, independent research reports, personal interaction with some of the best analysts in their fields, training webinars, and other resources on a variety of IT topics.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING	

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. Gartner holds a NASPO agreement with multiple states including the State of Illinois to provide a service not offered by any other vendor.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). Staff recommends a continued partnership with Gartner as they provide access to an online database containing IT research articles, business advice, research, and data, as well as advisory services, workshops, and conferences on IT related topics, which has proven beyond beneficial for our IT department and staff.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Gartner, Inc.	Vendor#: 13100	Dept: IT	Division:
Attn: Tim Olsen	Email: purchaseorders@gartner.com tim.olsen@gartner.com	Attn: Sarah Godzicki	Email: itap@dupagecounty.gov
Address: 56 Top Gallant Road	City: Stamford	Address: 421 N. County Farm Road	City: Wheaton
State: CT	Zip: 06904	State: IL	Zip: 60187
Phone: 312-730-9040	Fax:	Phone: 630-407-5037	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SAME AS ABOVE	Vendor#:	Dept: IT	Division:
Attn:	Email:	Attn: Richard Burnson	Email: Richard.Burnson@dupagecounty.gov
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5064	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Oct 1, 2025	Contract End Date (PO25): Sep 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	EA		Executive Programs Leadership Team Leader and Executive Programs Leadership Team Advisor Member 10/01/25 - 09/30/26	FY25	1000	1110	53020		156,908.00	156,908.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 156,908.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Please send PO to Sarah Godzicki & Richard Burnson and copy both when emailing PO to vendor.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



GARTNER SERVICE ORDER (“SO”) Q-00321401

Gartner	Client (Sold To)	Client (Bill To)
GARTNER, INC. 56 TOP GALLANT ROAD STAMFORD, CT 06902-7700 UNITED STATES	COUNTY OF DU PAGE 421 N COUNTY FARM RD WHEATON, ILLINOIS 60187-3978 UNITED STATES	ACCOUNTS PAYABLE COUNTY OF DU PAGE 421 N COUNTY FARM RD WHEATON, IL 60187-2553 UNITED STATES itap@dupagecounty.gov

1. ORDER SCHEDULE

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

Service Name/ Level of Access	Quantity	Licensed User	Total Service Period (Months)	Service Start/End	Early Access Start	Service Period 1
Executive Programs Leadership Team Leader	1	Anthony Mcphearson	12	01-Oct-2025 30-Sep-2026	01-Aug-2025	USD 114,602.00
Executive Programs Leadership Team Advisor Member	1	Richard Burnson	12	01-Oct-2025 30-Sep-2026	01-Aug-2025	USD 42,306.00
Service Period Fee						USD 156,908.00

2. SERVICE DESCRIPTIONS

Service Name/Level of Access	Service Description URLs
Executive Programs Leadership Team Leader	https://sd.gartner.com/sd_ep_team_leader.pdf
Executive Programs Leadership Team Advisor Member	https://sd.gartner.com/sd_ep_team_advisor.pdf

3. PAYMENT TERMS

Payment Terms	Billing Schedule	PO Number Required on Invoice
In accordance with the IL Local Government Prompt Payment Act	Annual in advance	Select Yes/No: _____ PO Number: _____

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

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

4. SERVICE TERMS

This Service Order is governed by the Amendment to Participating Addendum #P-74133 to NASPO #186840 between Gartner, Inc. and State of Illinois dated 25-Nov-2024, as last amended 24-May-2025 (“Agreement”) and constitutes the entire agreement between Gartner, on behalf of itself and its Affiliates, and Client for the Services. All defined terms not defined in this Service Order are defined in the Agreement. For the purposes of this Service Order, all references to “Service Agreement” in the Agreement shall be a reference to this Service Order.

COUNTY OF DU PAGE

GARTNER, INC.

Client Signature

Gartner Signature

Print Name

Print Name

Title

Title

Date

Date

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

MASTER AGREEMENT

Gartner, Inc. (hereinafter "Contractor")

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

And

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

Page 1 of 10

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

2. Participation: This NASPO ValuePoint Master Agreement may be used by all governmental units and qualified not-for-profit agencies authorized to use statewide contracts in the State of Illinois. Issues of interpretation and eligibility for participation are solely within the authority of the Illinois CPO.

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

3.1. Joint and Cooperative Purchasing:

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

"Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority in Illinois which has the power to tax or any other public entity created by Illinois statute.

"Qualified not-for-profit agency" means any not-for-profit agency that qualifies under Section 45-35 of the Illinois Procurement code and that either (1) acts pursuant to a board established by or controlled by a unit of local government or (2) receives grant funds from the State or from a unit of local government.

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

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

for-profit agencies shall be resolved between the affected parties.

3.2 Subcontractors

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

Will subcontractors be utilized? Yes ☐ No ☒

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

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

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

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

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

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

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

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

3.7 Termination for Cause. The State may terminate or suspend this PA or any PO, in whole or

in part, immediately upon notice to the Contractor if: (a) the State determines that the actions or inactions of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Contractor has notified the State that it is unable or unwilling to perform the PA or any PO. Contractor shall immediately notify the State of any event that may have a material impact on Contractor's ability to perform the PA or any PO.

3.7.1 If Contractor fails to perform to the State's satisfaction any material requirement of this PA or any PO, is in violation of a material provision of this PA or any PO, or the State determines that the Contractor lacks the financial resources to perform the PA or any PO, the State shall provide written notice to the Contractor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date, the State may either: (a) immediately terminate or suspend the PA or relevant PO(s) without additional written notice, or (b) enforce the terms and conditions of the Master Agreement, PA, or PO.

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

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

3.9 Availability of Appropriation. The PA and all POs are contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this PA or any PO, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor or DoIT reserves funds, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations or available funds for payment. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease and DoIT's election to terminate or suspend, in whole or in part, as soon as practicable. Any suspension or termination pursuant to this section will be effective upon the date of the written notice unless otherwise indicated.

3.10 Payment Terms and Conditions.

3.10.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Contractor's sole remedy for late payments by the State. Payment terms contained on Contractor's invoices and Master Agreement shall have no force and effect.

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

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

compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Contractor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).

3.10.4 Federal Funding: POs may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.

3.10.5 Invoicing: By submitting an invoice, Contractor certifies that the supplies or services provided meet all requirements of the PA and applicable PO, and the amount billed and expenses incurred are as allowed in the PA and PO. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Contractor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

3.10.6 Contractor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Contractor may request the applicable Agency/University state tax exemption number and federal tax exemption information.

3.10.7 Contractor shall invoice at the completion of the PO unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

3.11 Assignment. Neither this PA nor any PO hereunder shall be assigned or transferred, in whole or in part by Contractor, without the prior written consent of the State.

3.12 Audit and Retention of Records. Contractor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Contractor for a period of three (3) years from the later of the date of final payment under the PA or PO, or completion of the PA or any PO, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Contractor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the State, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Contractor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of

the State for the recovery of any funds paid by the State under this PA, PO, or any subcontract for which adequate books and records are not available to support the purported disbursement. The Contractor or subcontractors shall not impose a charge for audit or examination of the Contractor's or subcontractor's books and records. 30 ILCS 600/20-65.

3.13 Confidential Information. Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Contractor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Contractor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

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

3.15 Indemnification and Liability. The Contractor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Contractor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Contractor's negligent performance; (c) any act, activity or omission of Contractor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois and 1973 Illinois Attorney General Opinion 78, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

3.16 Insurance. Contractor shall, at all times during the term or the PA, POs, and any renewals maintain and provide a Certificate of Insurance naming the State as additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Contractor shall provide; (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Contractor's obligation to indemnify, defend, or settle any claims.

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

3.18 No Waiver of Rights. Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

3.19 Force Majeure. Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the PA or any effected PO without penalty if performance does not resume within thirty (30) days of the declaration.

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

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

3.22 Compliance with the Law. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this PA and any POs. Contractor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Contractor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

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

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

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

consenting shall be reassigned.

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

3.24 Applicable Law.

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

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

3.24.3 Court of Claims; Arbitration; Sovereign Immunity. Any claim against the State arising out of the Master Agreement, this PA, or any PO must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of the Master Agreement, this PA, or any POs. The State of Illinois does not waive sovereign immunity by entering into this PA or any POs.

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

3.25 Antitrust Assignment. If Contractor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the PA or any PO, then upon request of the Illinois Attorney General, Contractor shall assign to the State rights, title and interest in and to the claim or cause of action.

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

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

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

3.29 Modifications and Survival. Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Contractor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

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

3.31 Freedom of Information Act. This PA any POs, and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (5 LCS 140) notwithstanding any provision to the contrary that may be found in this contract.

3.32 Warranties for Supplies and Services. Contractor warrants that the supplies furnished under this contract will: (a) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (b) be of good title and be free and clear of all liens and encumbrances; and (c) not infringe any patent, copyright or other intellectual property rights of any third party. Contractor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

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

3.34 Reporting. Pursuant to Section 7 of the Master Agreement (186840), Contractor shall provide quarterly reports. Contractor shall provide Illinois specific quarterly usage reports until the expiration of the term. The reporting period and submission due date shall be on the following schedule:

Fiscal Year Quarter 1 July-September due October 31

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

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

Contractor

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

Participating Entity

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

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

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

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

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

The Parties to this Participating Addendum are the State of Illinois, acting through the undersigned Agency, and the Contractor. This Participating Addendum ("PA"), consisting of the

signature page and numbered sections listed above and below and any attachments referenced in this Participating Addendum, constitute the entire agreement between the Parties concerning the subject matter of the Participating Addendum, and in signing the Participating Addendum, the Contractor affirms that the Certifications and if applicable the Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor's execution of the Participating Addendum. This PA supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the agreement. This PA, Standard Certifications, and Financial Disclosures and Conflicts of Interest will prevail in the event of a conflict between this PA, Master Agreement, NASPO Valuepoint Solicitation for IT Research and Advisory Services, or Contractor's response to the NASPO Valuepoint Solicitation for IT Research and Advisory Services. This PA can be signed in multiple counterparts upon agreement of the Parties.

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

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



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:	
COMPANY NAME:	Gartner, Inc
CONTACT PERSON:	Tim Olsen
CONTACT EMAIL:	tim.olsen@gartner.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.

Signature on File

Printed Name: Melissa Mckay

Signature: _____

Title: Manager

Date: August 22, 2025



Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0020-25

Agenda Date: 9/2/2025

Agenda #: 9.C.

APPROVAL OF A CONTRACT TO AZTECA SYSTEMS, LLC
FOR ASSET MANAGEMENT SOFTWARE LICENSES
FOR STORMWATER MANAGEMENT, PUBLIC WORKS,
AND THE DIVISION OF TRANSPORTATION
(CONTRACT AMOUNT \$162,436.10)

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("County") authority to regulate development regarding stormwater runoff and to enter into agreements for stormwater management (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-15001 *et seq.*); and

WHEREAS, the COUNTY requires professional software implementation licenses for asset management; and

WHEREAS, Azteca Systems, LLC ("CONSULTANT") has experience and expertise in this area and is in the business of providing such professional software implementation services and is willing to perform the required services for an amount not to exceed one hundred and sixty-two thousand, four hundred and thirty-six dollars and ten cents (\$162,436.10); and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process of the DuPage County Procurement Ordinance; and

WHEREAS, the Stormwater Management Planning Committee of the DuPage County Board has reviewed and recommended approval of the attached AGREEMENT at the specified amount.

NOW, THEREFORE, BE IT RESOLVED that the attached AGREEMENT between the COUNTY and Azteca Systems, LLC is hereby accepted and approved in an amount not to exceed one hundred sixty-two thousand, four hundred thirty-six dollars and ten cents (\$162,436.10); and

BE IT FURTHER RESOLVED that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to Azteca Systems, LLC, 11075 South State, Suite 24, Sandy, UT 84070, Nicholas Alfonso/State's Attorney's Office, and the DuPage County Stormwater Management Department.

Enacted and approved this 9th day of September, 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#: SM-P-0020-25	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$162,436.10
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 09/02/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$162,436.10
	CURRENT TERM TOTAL COST: \$162,436.10	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Azteca Systems, LLC	VENDOR #: 27385	DEPT: Stormwater	DEPT CONTACT NAME: Sarah Hunn
VENDOR CONTACT: Bradley Chatman	VENDOR CONTACT PHONE: 801-617-8304	DEPT CONTACT PHONE #: 6676	DEPT CONTACT EMAIL: sarah.hunn@dupagecounty.gov
VENDOR CONTACT EMAIL: contracts@cityworks.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.). Request approval for a contract with Azteca Systems, LLC for Cityworks Software Licenses, which is the used for asset management and work order tracking for Stormwater Management, Public Works and DuDOT. This contract is a two year contract for the Cityworks licenses and software that is utilized by departments daily.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This program will enhance operational response time to service requests and will allow for real time asset management and data tracking. This has been previously installed and has been utilized by various departments for years.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. SOLE SOURCE PER DUPAGE ORDINANCE, SECTION 2-350 (MUST FILL OUT SECTION 4)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement. 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. This program is utilized for managing and tracking DuPage County Capital Assets. Azteca owns the proprietary database for this program.
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. This is evaluated and tested for these services within the last 12 months with 3 other programs.
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. This program utilizes a GIS database that communicates with a standalone program.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Azteca Systems, LLC	Vendor#: 27385	Dept: Stormwater Management	Division:
Attn: Bradley Chatman	Email: contracts@cityworks.com	Attn: Sarah Hunn	Email: sarah.hunn@dupagecounty.gov
Address: 11075 S. State Street	City: Sandy	Address: 421 N. County Farm Road	City: Wheaton
State: UT	Zip: 84070	State: IL	Zip: 60187
Phone: 801-523-2751	Fax:	Phone: 630-407-6676	Fax: 630-407-6701
<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): Oct 1, 2025	Contract End Date (PO25): Sep 30, 2027
Contract Administrator (PO25): Sarah Hunn, Alicia Favela Perez, Drew Cormican			

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		Professional Asset Management Software Storm	FY25	1600	3000	53807		6,074.76	6,074.76
2	1	EA		Professional Asset Management Software PW	FY25	2000	2665	53807		6,074.76	6,074.76
3	1	EA		Professional Asset Management Software DOT	FY25	1600	3500	53807		1,056.48	1,056.48
4	1	EA		Professional Asset Management Software Storm	FY26	1600	3000	53807		36,752.68	36,752.68
5	1	EA		Professional Asset Management Software PW	FY26	2000	2665	53807		36,752.68	36,752.68
6	1	EA		Professional Asset Management Software DOT	FY26	1600	3500	53807		6,391.76	6,391.76
7	1	EA		Professional Asset Management Software Storm	FY27	1600	3000	53807		31,893.17	31,893.17
8	1	EA		Professional Asset Management Software PW	FY27	2000	2665	53807		31,893.17	31,893.17
9	1	EA		Professional Asset Management Software DOT	FY27	1600	3500	53807		5,546.64	5,546.64
FY is required, assure the correct FY is selected.										Requisition Total	\$ 162,436.10

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.

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



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:	
COMPANY NAME:	Azteca Systems, LLC, a Trimble company
CONTACT PERSON:	Carlos Abaunza
CONTACT EMAIL:	carlos_abaunza@trimble.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
N/A				

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
N/A		

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: Carlos Abaunza

Signature: _____

DocuSigned by:


92969BE0AABA49F...

Title: Sr. Director

Date: 8/21/2025

Contact Information

Contact Name:		Prepared By Name:	Bradley Chatman
Customer:	DuPage County (IL)	Prepared By Phone:	(801) 523-2751
Contact Address:	421 N County Farm Rd Wheaton, IL 60187		

Quote Lines

Product Name	Quantity/ Population	Net Unit Price
AMS Workgroup Standard Starter 5-Pack	1.00	USD 10,855.57
AMS Workgroup Standard Logins 6+	45.00	USD 68,381.55
Mobile Native Apps (iOS/Android) - AMS	50.00	USD 0.00
Respond - AMS	50.00	USD 0.00
Web Hooks - AMS	1.00	USD 0.00
TOTAL:		USD 79,237.12

Notes

Year 1 Dollar Value	USD 79,237.12	Year 1 Date Range	10/01/2025 - 09/30/2026*
Year 2 Dollar Value	USD 83,198.98	Year 2 Date Range	10/01/2026 - 09/30/2027

Notes:

Workgroup Server AMS Standard 50 Named Logins for:
Office
Respond
Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:

Web Hooks

Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

*Renewal increase included to reflect client request for a new 2-year term

DISCLAIMER—

PLEASE BE ADVISED THAT THE PRODUCTS ASSOCIATED WITH THIS QUOTE MAY NO LONGER BE SUBJECT TO ENHANCEMENTS OR MAINTENANCE. WE URGE YOU TO CONSULT THE COMMUNICATION SENT OUT CONCERNING UPDATES TO CITYWORKS SOFTWARE SUPPORT & YOUR PATH FORWARD AND SUNSETING. THE PRICE INDICATED HEREIN SHALL CONSTITUTE THE RENEWAL RATE OFFERED UNDER YOUR CURRENT AGREEMENT AS AMENDED BY THIS KEY COMMUNICATION. A COPY OF THE COMMUNICATION CAN BE PROVIDED TO YOU UPON REQUEST. YOU ARE URGED TO REVIEW THIS QUOTE THOROUGHLY AND ASSESS ANY NECESSARY ADJUSTMENTS TO YOUR SUBSCRIPTION. SHOULD

THERE BE ANY INQUIRIES OR A NEED FOR FURTHER ASSISTANCE, PLEASE CONTACT US PROMPTLY. WE APPRECIATE YOUR UNDERSTANDING AND CONTINUED PARTNERSHIP.

Terms and Conditions

Payment Terms

Payment due within ~~30 days~~ **60 days**

IF YOUR ORGANIZATION REQUIRES A PURCHASE ORDER, PLEASE CONTACT YOUR FINANCE DEPARTMENT TO BEGIN THE APPROVAL PROCESS TO AVOID PAYMENT DELAYS.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

For "on-prem" installations, the procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a "public access" or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed "Cityworks Software License and Maintenance Agreement" ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

Accepted by: _____

_____ Title

_____/_____/_____
Date

Azteca Systems, LLC - Cityworks | 11075 South State Street Suite 24, Sandy, UT 84070 | Corporate Main 801-523-2751 | Corporate Fax 801-523-3734