



# DU PAGE COUNTY

## Technology Committee

### Final Regular Meeting Agenda

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

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Tuesday, November 19, 2024

11:00 AM

Room 3500B

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1. CALL TO ORDER
2. ROLL CALL
3. CHAIRWOMAN'S REMARKS - CHAIR YOO
4. PUBLIC COMMENT
5. APPROVAL OF MINUTES

5.A. [24-2997](#)

Approval of Minutes for the Technology Committee - Regular Meeting - Tuesday, November 5, 2024

6. PROCUREMENT REQUISITIONS

6.A. [TE-P-0022-24](#)

Recommendation for the approval of a contract purchase order to Carahsoft Technology Corporation, to provide E-Server support/diagnostic/resolve software licensing, for Information Technology, for the period of December 1, 2024 through November 30, 2025, for a contract total amount of \$81,766.44. Per 55 ILCS 5/5-1022 (c) "Competitive Bids" not suitable for competitive bidding - Sole Source. This is proprietary software.

6.B. [TE-P-0023-24](#)

Recommendation for the approval of a contract purchase order to SHI International Corp, for an Enterprise Term Lease Agreement with Adobe Systems Inc., for Adobe software licensing for use by DuPage County and the Forest Preserve District of DuPage County. This contract covers the period of December 10, 2024 through December 9, 2025, for Information Technology, for a contract total of \$142,076.84. Contract pricing pursuant to the National Joint Powers Alliance / Sourcewell Contract #121923-SHI cooperative purchasing agreement, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act". The Forest Preserve will be charged back for their portion of this purchase.

- 6.C. [TE-P-0024-24](#)  
Recommendation for the approval of a contract purchase order to Imaging Systems, Inc. d/b/a Integrated Document Technologies (IDT), for the annual Hyland and CAPSYS Software Assurance maintenance of imaging systems for Supervisor of Assessments, Treasurer, Family Center, Coroner, and County Clerk, paid for by Information Technology, for the period of January 1, 2025 through December 31, 2027, for a contract total amount of \$327,930.81. Per 55 ILCS 5/5-1022 (c) "Competitive Bids" not suitable for competitive bids – Sole Source. IDT is the OnBase approved provider for their products.
- 6.D. [TE-P-0025-24](#)  
Recommendation for the approval of a contract purchase order to CDW-G, for the procurement of new Palo-Alto Firewall devices for the DuPage County Network, for Information Technology, for the period of one year upon approval, for a total contract amount of \$78,847.27, per Cooperative Purchasing Agreement Pricing, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act" - Sourcewell Contract #121923-CDW. (ARPA ITEM)

## 7. INFORMATIONAL ITEMS

- 7.A. [24-3084](#)  
Logicalis, 4802-1 SERV - This Purchase Order is decreasing in the amount of \$18,276.91 and closing due to expiration of the contract. (Circuit Court Clerk)
- 7.B. [24-3085](#)  
Level 3 Financing, Inc., 4803-1 SERV - This Purchase Order is decreasing in the amount of \$70,721.04 and closing due to contract expiration. (Circuit Court Clerk)
- 7.C. [JPS-CO-0012-24](#)  
Amendment to Purchase Order 2846-0001 SERV, issued to Journal Technologies, Inc., for a case management system, to increase funds in the amount of \$14,600 for additional monthly storage, for a new contract total amount of \$897,325.76, a 1.65% increase. (Public Defender's Office)
- 7.D. [JPS-CO-0013-24](#)  
Recommendation for the approval of an amendment to contract purchase order #6966-0001 SERV, issued to Conference Technologies, Inc., for additional labor costs incurred due to our request for after-hours service in the amount of \$4,840, for a new total contract amount of \$140,530.65, an increase of 3.57%. (18th Judicial Circuit Court)
- 7.E. [JPS-P-0040-24](#)  
Recommendation for the approval of a contract purchase order to Conscisys Corporation, for Professional Software Services, for the period December 1, 2024 through November 30, 2026, for a total contract amount not to exceed \$4,400,000; per renewal of RFP #21-070-CRCT. (Clerk of the Circuit Court)

7.F. [JPS-P-0042-24](#)

Awarding resolution issued to Journal Technologies, Inc., for a case management system and monthly storage costs, for the Public Defender's Office, for the period of December 1, 2024 through November 30, 2025, for a contract total amount of \$245,240; per RFP #17-143-BF. (Public Defender's Office)

7.G. [24-3010](#)

Recommendation for the approval of a contract issued to Carahsoft Technology Corporation, to provide five (5) OpenRoads Designer SELECT license renewals/subscriptions, for the Division of Transportation, for the period of December 1, 2024 through November 30, 2025, for a contract total amount not to exceed \$16,210. Per 55 ILCS 5/5-1022(d) exempt from bidding - IT/Telecom purchases which do not exceed \$35,000.

**8. PRESENTATIONS**

Family Violence Coordinating Council (FVCC) - Domestic Violence QR Code Data

GIS Applications and Shared Services

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



# Minutes

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

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**File #:** 24-2997

**Agenda Date:** 11/19/2024

**Agenda #:** 5.A.

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# DU PAGE COUNTY

## Technology Committee

### Final Summary

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

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Tuesday, November 5, 2024

11:00 AM

Room 3500B

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1. **CALL TO ORDER**

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

2. **ROLL CALL**

<b>PRESENT</b>	Berlin, Carrier, Eckhoff, Henry, Kaczmarek, Rutledge, and White
<b>ABSENT</b>	Cronin Cahill, Galassi, Gustin, Jorgensen, and Yoo

3. **CHAIRWOMAN'S REMARKS - CHAIR YOO**

Vice Chair Eckhoff noted that Chair Yoo was absent due to not feeling well.

4. **PUBLIC COMMENT**

No public comments were offered.

5. **APPROVAL OF MINUTES**

5.A. [24-2889](#)

Approval of Minutes for the Technology Committee - Regular Meeting - Tuesday, October 15, 2024

**Attachments:** [2024-10-15 Technology Minutes](#)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Sheila Rutledge
<b>SECONDER:</b>	Kathleen Carrier

6. **PROCUREMENT REQUISITIONS**

6.A. [TE-CO-0003-24](#)

Amendment to County Contract 6082-0001 SERV, issued to Dell, Inc., for a Microsoft Enterprise Agreement (EA) for all Microsoft Software and Azure Cloud Services for GIS and Information Technology, to increase the encumbrance by \$11,405.53, resulting in an amended contract total of \$3,850,042.62, an increase of 0.30%.

**Attachments:** [Dell 6082-1-SERV - Change Order #3](#)  
[Dell 6082-1-SERV - Change Order #3 - Annual Billing Statement \(IT\)](#)  
[Dell 6082-1-SERV - Change Order #3 - Annual Billing Statement \(Sheriff\)](#)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Sheila Rutledge
<b>SECONDER:</b>	Kathleen Carrier

6.B. [TE-P-0018-24](#)

Recommendation for the approval of a contract purchase order to BDO USA LLP, for the annual software maintenance of FireEye Security software, for the period of December 10, 2024 through December 9, 2025, for Information Technology, for a contract total amount of \$188,267. This is the second optional renewal per lowest responsible bidder, bid #22-124-IT.

**Attachments:** [BDO \(FireEye\) - PRCC 2024](#)  
[BDO \(FireEye\) - Renewal Agreement](#)  
[BDO \(FireEye\) - 22-124-IT Bid Tab](#)  
[BDO \(FireEye\) - Price & Signature](#)  
[BDO \(FireEye\) - VED](#)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Gwen Henry
<b>SECONDER:</b>	Kathleen Carrier

6.C. [TE-P-0019-24](#)

Recommendation for the approval of a contract purchase order to IBM Corporation, for the purchase of program product software licenses for IBM z/OS and software support and maintenance for the BC12 z System Server, for Information Technology, for the period of December 1, 2024 through November 30, 2025, for a total contract amount of \$111,171.72. Exempt from bidding per DuPage County Procurement Ordinance, Article 2-350 - Sole Source. This is proprietary software.

CIO Anthony McPhearson noted that this procurement item is connected to the mainframe. He said staff hoped to have the Sheriff's warrant application implemented so we would not have to renew this contract, but they were unable to implement it before year-end. He said they hope to complete implementation by January, adding that this procurement will not be needed again next year.

**Attachments:** [IBM - PRCC 2024](#)  
[IBM - Quote for FY2025](#)  
[IBM - Sole Source Letter](#)  
[IBM - VED](#)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Kathleen Carrier

<b>SECONDER:</b> Sheila Rutledge
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6.D. [TE-P-0020-24](#)

Recommendation for the approval of a contract purchase order to MHC Software, Inc., for annual maintenance of the Enterprise Content Management System that integrates with the ERP system for Finance and Human Resources, for Information Technology, for the period of December 1, 2024 through November 30, 2025, for a contract total amount of \$85,926.97. Exempt from bidding per DuPage County Procurement Ordinance, Article 2-350 - Sole Source. This is proprietary software.

**Attachments:** [MHC \(2024 Annual Mtc\) - PRCC](#)  
[MHC \(2024 Annual Mtc\) - INVMH7199](#)  
[MHC \(2024 Annual Mtc\) - Sole Source](#)  
[MHC \(2024 Annual Mtc\) - VED](#)

<b>RESULT:</b> APPROVED AND SENT TO FINANCE
<b>MOVER:</b> Sheila Rutledge
<b>SECONDER:</b> Kathleen Carrier

6.E. [TE-P-0021-24](#)

Recommendation for the approval of a contract purchase order to Insight Public Sector, for the procurement of desktop computers, for Information Technology and Probation, for the period of November 12, 2024 through November 11, 2025, for a contract total amount of \$57,720, per Cooperative Purchasing Agreement Pricing, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act" - Omnia Partners Contract #23-6692-03.

Mr. McPhearson explained that IT is moving to a one-device rule for staff, and that we are migrating primarily to laptops since they are mobile. He said these desktops are stationary devices used by departments where they will never need to be moved, such as in the mail room, security, and other departments.

**Attachments:** [Insight \(Desktops\) - PRCC.pdf](#)  
[Insight \(Desktops\) - Quote #0227882871.pdf](#)  
[Insight \(Desktops\) - Omnia Contract.pdf](#)  
[Insight \(Desktops\) - VED\\_signed.pdf](#)

<b>RESULT:</b> APPROVED AND SENT TO FINANCE
<b>MOVER:</b> Sheila Rutledge
<b>SECONDER:</b> Kathleen Carrier

6.F. [24-2820](#)

Recommendation for the approval of a contract purchase order to Infor (US) Inc., for year end patch installation and application support for the Human Resources and Payroll modules of the ERP system, for the Human Resources Department, for the period of December 1, 2024 through November 30, 2025, for a total contract amount of \$25,567.20. Pursuant to DuPage County Code Section 2-353(1)(b) - Other Professional Services not subject to competitive bidding per 55 ILCS 5/5-1022(a). Infor acquired Ciber, who has provided support for the Infor system since the ERP was implemented in 2013.

- Attachments:**     [Infor \(Managed Svcs\) - PRCC](#)  
                               [Infor \(Managed Svcs\) - Quote #534530](#)  
                               [Infor \(Managed Svcs\) - Managed Services Contract](#)  
                               [Infor \(Annual Mtc\) - VED](#)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Gwen Henry
<b>SECONDER:</b>	Sheila Rutledge

7. TRAVEL REQUESTS

Vice Chair Eckhoff asked why one person's travel request is \$96 higher than the other two. Deputy CIO Richard Burnson explained that is due to airfare being higher, as not everyone is on the same flight. Mr. McPhearson also noted that staff is requesting approval this far ahead of the travel dates due to early bird registration being available now, saving \$300 per attendee.

7.A. [24-2835](#)

Authorization for an IT staff member to attend the Zendesk Relate Conference in Las Vegas, NV from March 25, 2025 through March 27, 2025. Travel to include hotel, mileage, per diem, etc. for an estimated total of \$2,698.

- Attachments:**     [IT Staff - Travel Request - Zendesk Relate Conference 2024](#)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Sheila Rutledge
<b>SECONDER:</b>	Kathleen Carrier

7.B. [24-2836](#)

Authorization for an IT staff member to attend the Zendesk Relate Conference in Las Vegas, NV from March 25, 2025 through March 27, 2025. Travel to include hotel, mileage, per diem, etc. for an estimated total of \$2,602.

- Attachments:**     [IT Staff - Travel Request - Zendesk Relate Conference 2024](#)

<b>RESULT:</b>	APPROVED
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<b>MOVER:</b>	Sheila Rutledge
<b>SECONDER:</b>	Kathleen Carrier

7.C. [24-2837](#)

Authorization for an IT staff member to attend the Zendesk Relate Conference in Las Vegas, NV from March 25, 2025 through March 27, 2025. Travel to include hotel, mileage, per diem, etc. for an estimated total of \$2,602.

**Attachments:** [IT Staff - Travel Request - Zendesk Relate Conference 2024](#)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Sheila Rutledge
<b>SECONDER:</b>	Kathleen Carrier

## 8. INFORMATIONAL ITEMS

8.A. [DC-CO-0002-24](#)

Recommendation for the approval of an amendment to Purchase Order #6693-0001 SERV, issued to Accela, Inc., to extend subscription service for Velosimo software integration between Accela on-line permitting software and Bluebeam plan review software through June 22, 2025, and to increase the contract amount for Building & Zoning - \$4,631.71, Division of Transportation - \$4,631.71, Stormwater - \$4,631.71 and Public Works - \$4,631.70, for a total contract increase not to exceed \$18,526.83.

**Attachments:** [Accela CO #1 - REV - Signed.pdf](#)  
[Accela 6693 Dec Memo - CO#1.pdf](#)

<b>RESULT:</b>	INFORMATION RECEIVED AND PLACED ON FILE
<b>MOVER:</b>	Sheila Rutledge
<b>SECONDER:</b>	Robert Berlin

8.B. [JPS-P-0034-24](#)

Recommendation for the approval of a contract purchase order to Heartland Business Systems, to provide security updates for the Sheriff's Office, for the period of October 24, 2024 through December 20, 2025, for a contract total not to exceed \$196,876.61. Contract pursuant to the TIPS Contract # 220105. (Sheriff's Office)

**Attachments:** [Heartland - PRCC.pdf](#)  
[Heartland-Fortinet Quote](#)  
[TIPS contract](#)  
[Heartland-Vendor Ethics\\_Redacted](#)

<b>RESULT:</b>	INFORMATION RECEIVED AND PLACED ON FILE
<b>MOVER:</b>	Sheila Rutledge
<b>SECONDER:</b>	Robert Berlin

8.C. [JPS-P-0035-24](#)

Recommendation for the approval of a contract purchase order to CDW Government, LLC, to purchase equipment and provide back-up media and off-line back up for the Sheriff's Office, for the period of November 12, 2024 through November 11, 2025, for a contract not to exceed \$51,030.84.Contract-National IPA Technology Solutions (2018011) (Sheriff's Office)

- Attachments:**    [CDW-PRCC.pdf](#)  
                                  [CDW-Quote](#)  
                                  [CDW-Omnia Contract](#)  
                                  [CDW-Omnia Renewal](#)  
                                  [CDW-Vendor Ethics 10-29\\_Redacted](#)

<b>RESULT:</b>	INFORMATION RECEIVED AND PLACED ON FILE
<b>MOVER:</b>	Sheila Rutledge
<b>SECONDER:</b>	Robert Berlin

9. **OLD BUSINESS**

No old business was discussed.

10. **NEW BUSINESS**

No new business was discussed.

11. **ADJOURNMENT**

With no further business, the meeting was adjourned.



# Technology Requisition \$30,000 and Over

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

**File #:** TE-P-0022-24

**Agenda Date:** 11/19/2024

**Agenda #:** 6.A.

AWARDING RESOLUTION ISSUED TO  
CARAHSOFT TECHNOLOGY CORPORATION  
TO PROVIDE E-SERVER SOFTWARE SUPPORT AND LICENSING  
FOR INFORMATION TECHNOLOGY  
(CONTRACT TOTAL NOT TO EXCEED \$81,766.44)

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

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

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

WHEREAS, in accordance with the Chief Procurement Officer’s determination, the Technology Committee recommends County Board approval for the issuance of a contract to Carahsoft Technology Corporation, to provide E-Server software support and licensing, for the period of December 1, 2024 through November 30, 2025 , for Information Technology .

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide E-Server software support and licensing, for the period of December 1, 2024 through November 30, 2025 for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Carahsoft Technology Corporation, 11493 Sunset Hills Road, Suite 100, Reston, VA 20190, for a contract total amount not to exceed \$81,766.44. Pursuant to 55 ILCS 5/5-1022 (c) not suitable for competitive bids. (Sole provider - This is proprietary software.)

Enacted and approved this 26th day of November, 2024, at Wheaton, Illinois.

\_\_\_\_\_  
DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-2840	RFP, BID, QUOTE OR RENEWAL #: 49535419	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$81,766.44
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 11/05/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$81,766.44
	CURRENT TERM TOTAL COST: \$81,766.44	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Carahsoft Technology Corp	VENDOR #: 12819	DEPT: Information Technology	DEPT CONTACT NAME: Shanita Thompson
VENDOR CONTACT: Brendan Goepfrich	VENDOR CONTACT PHONE: 571.591.6427	DEPT CONTACT PHONE #: 630-407-5023	DEPT CONTACT EMAIL: shanita.thompson@dupagecounty.gov
VENDOR CONTACT EMAIL: brendan.goepfrich@carahsoft.com	VENDOR WEBSITE: www.carahsoft.com/ca-technologies	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Annual software and program product licensing in the amount of \$81,766.44 purchased through Carahsoft Technology Group cooperative.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Software and programs are needed to maintain z System support/software licensing: CA-I,SYMDUMP CICS, DADS PLUS, CA-MIGRATE, FAVER, DJSK ALLOCATE, VANTAGE and CA INTEREST FOR CICS. Support software required for system and mission critical application development, testing and debugging support.			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
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.

<b>SECTION 3: DECISION MEMO</b>	
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).



### SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOLE PROVIDER OF A LICENSED OR PATENTED GOOD OR SERVICE
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific. CA Technologies is the sole manufacturer/provider of the noted support software currently integrated into the County's operating and application environments.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.  N/A - This is a proprietary software owned/supported directly by CA Technologies.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.  N/A - This is a proprietary software owned/supported directly by CA Technologies.

### SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Carahsoft Technology Corp.	Vendor#: 12819	Dept: Information Technology	Division:
Attn: Brendan Goepfrich	Email: Brendan.Goepfrich@carahsoft.com	Attn: Sarah Godzicki	Email: ITAP@dupagecounty.gov
Address: 11493 Sunset Hills Road, Suite 100	City: Reston	Address: 421 N. County Farm Rd.	City: Wheaton
State: VA	Zip: 20190	State: IL	Zip: 60187-3978
Phone: (571) 591-6427	Fax:	Phone: 630-407-5037	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SAME AS ABOVE	Vendor#:	Dept: Information Technology	Division:
Attn:	Email:	Attn: Shanita Thompson	Email: Shanita.Thompson@dupagecounty.gov
Address:	City:	Address: 421 N. County Farm Rd.	City: Wheaton
State:	Zip:	State: IL	Zip: 60187-3978
Phone:	Fax:	Phone: 630-407-5023	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): 12/1/2024	Contract End Date (PO25): 11/30/2025

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA	CABUNDLE-S	Product SKUs are listed in the Quote Terms – Fee covers all product SKUs in quote terms for the duration of the POP dates provided. CA, Inc. - A Broadcom Company - CABUNDLE-S Start Date: 12/01/2024 End Date: 11/30/2025 : 51172582	FY25	1000	1110	53806		81,766.44	81,766.44
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 81,766.44

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Please send PO to Sarah Godzicki and Shanita Thompson 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.

# CA TECHNOLOGIES - ROM QUOTATION

## CARASOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 878-7468  
 WWW.CARASOFT.COM/CA-TECHNOLOGIES | BROADCOM@CARASOFT.COM



**TO:** Shanita Thompson  
 Manager, Information Technology Operations  
 DuPage County  
 421 N County Farm Rd  
 Wheaton, IL 60187-3978

**FROM:** Brendan Goepfrich  
 Carahsoft Technology Corp.  
 11493 Sunset Hills Road  
 Suite 100  
 Reston, Virginia 20190

**EMAIL:** shanita.thompson@dupageco.org

**EMAIL:** Brendan.Goepfrich@carahsoft.com

**PHONE:**

**PHONE:** (571) 591-6427

**TERMS:** FTIN: 52-2189693  
 Shipping Point: FOB Destination  
 Remit To: Same as Above  
 Payment Terms: Net 60 (On Approved Credit)  
 Cage Code: 1P3C5  
 DUNS No: 088365767  
 UEI: DT8KJHZXVJH5  
 Credit Cards: VISA/MasterCard/AMEX  
 Sales Tax May Apply

**QUOTE NO:** 49535419  
**QUOTE DATE:** 08/26/2024  
**QUOTE EXPIRES:** 11/27/2024  
**RFQ NO:**  
**SHIPPING:** ESD  
**TOTAL PRICE:** \$81,766.44  
**TOTAL QUOTE:** \$81,766.44

**-ROM Quote-**

Please reference quote # on your order to Carahsoft.

Per Broadcom, pricing is only valid for a PO received by 11/27/24 3PM EST. After said date, pricing will become null and void.

Period of Performance Dates: 12-01-2024 - 11-30-2025

Payment Plan:  
 Due 12-01-2024 - \$81,766.44

CABUNDLE-S includes:

- Mainframe DevOps -Suite -MFDVHP002 Subscription -123 MIPS
- Vantage Storage Intelligence MIPS -VNTINM002 Subscription -123 MIPS
- Disk Backup and Restore MIPS- DSKBSM002 Subscription -123 MIPS
- FAVER VSAM Data Protection MIPS- FVRBSM002 Subscription -123 MIPS
- CA 1 Flexible Storage MIPS CA1-BSM002 Subscription- 123 MIPS
- Allocate DASD Space and Placement with Quota Manager Plus- ALLBSP002 Subscription- 123 MIPS
- DADS Plus for CICS -DADSP002 Subscription -123 MIPS

\*All payment amounts are hereby committed through the term defined within the above quote.

# CA TECHNOLOGIES - ROM QUOTATION

## CARASOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 878-7468  
WWW.CARASOFT.COM/CA-TECHNOLOGIES | BROADCOM@CARASOFT.COM



**\*\*All amounts are exclusive of taxes which will be payable in addition to the fees listed.**

**\*\*\*For renewals, Broadcom requires the address on the PO to match the address on the customer's current renewal contract. If customer requires address change, may result in system access issues for customer licenses.**

Please be aware of ALL terms listed in our quote and be sure to flow down the applicable End User Terms to the Customer. By referencing the Carahsoft quote # on your order, partner confirms that the customer has agreed to all the terms and conditions herein:

The use of these offerings are governed by these ordering terms and conditions as well as: (a) either (i) the Broadcom terms and conditions published at <https://www.broadcom.com/licensing>, or (ii) the fully executed agreement by and between the End User and an applicable Broadcom entity governing the CA, Symantec, or VMware branded offerings ordered in this Order (provided that any terms that purport to protect any future pricing between the parties and any purported rights to host Broadcom Offerings on the behalf of an unrelated third party shall be deemed null and void for purposes of this Order), (b) the Specific Program Documentation (the "SPD"), or Product Use Rights (the "PUR"), and/or SaaS Listing applicable to the Broadcom Software, SaaS and Maintenance located at <https://www.broadcom.com/licensing>, and (c) the additional terms hereon (collectively, the "End User Terms"), which Partner agrees to ensure such terms are presented to and agreed by the End User along with the additional flow down terms noted below before or at the time of closing the End User transaction. Any terms that may appear on Partner's purchase order that vary from or purport to add to the End User Terms (including, without limitation, pre-printed terms) are deemed not appended, inapplicable, and void.

#### MULTI-YEAR PRICING REQUIREMENT (Applicable to Multi-year Quotes ONLY)

The Out Year pricing in the POP dates listed above are ONLY valid upon receipt of a Purchase Order that includes those line items. Annual payment terms apply. If all line items, including those with future period of performance dates, are not listed on the reseller and customer Purchase Order, all pricing is subject to change. Each order must meet CA/Broadcom's minimum threshold requirements.

#### ORDER AND PAYMENT

Failure to timely remit payment of all amounts set forth in the Payment Schedule after written notice by Broadcom/Carahsoft and a reasonable opportunity to remit such payment by Partner, to the maximum extent permitted by applicable law, shall relieve Broadcom & Carahsoft of any and all support obligations hereunder and Partner rights to resell licensed usage rights to the End User may be suspended until payment is tendered at which time use rights shall recommence. Broadcom reserves the right to impose late fees as may be permitted by law on any past due amounts.

If this is a Renewal transaction and the end user does not execute a purchase order by the POP start date, pricing is subject to increase, to the maximum extent permitted by applicable law.

#### ANNUAL FEE INCREASES (Applicable to Multi-year Quotes for Non-Public Sector Customers ONLY)

During the term for the Broadcom offerings above, Broadcom may increase the fees hereunder for such offerings up to seven percent (7%) annually by providing Partner/Customer with advance notice including through pricing notices posted at Broadcom support site no less than ninety (90) days prior to such changes taking place but in no event will Broadcom purport to effect a price change while in any particular calendar year (i.e., price changes will only be effective on January 1 of the year following that in which notice was provided)

#### HARDWARE ORDERS (Applicable to Hardware Orders ONLY)

All orders placed on Broadcom are non-cancellable and non-refundable and Partner/Customer shall agree the obligation that all orders relating to Broadcom hardware product(s) are non-cancellable and non-refundable. Partner/Customer may not reschedule delivery of Broadcom hardware product(s), unless Broadcom gives prior permission.

Broadcom will endeavor to ship hardware products for delivery on Broadcom's acknowledged delivery date (the "Acknowledged Date"). Broadcom may make partial deliveries, which may be separately invoiced. Delivery delay will not relieve the Partner/Customer of its obligation to pay for the Broadcom hardware products or to accept subsequent deliveries. Any lead times or shipment dates provided by Broadcom are estimates only and Broadcom is not liable for any loss, damage, costs or expenses for any failure to deliver in accordance with the given lead time or Acknowledged Date. If Broadcom cannot meet the Acknowledged Date, Partner/Customer and Broadcom may agree to alternative arrangements. However, in the event that Broadcom's ability to supply hardware product(s) becomes constrained, Broadcom may, as Broadcom deems reasonable, reduce quantities or delay shipments to Partner/Customer and may allocate production and delivery among its customers.

#### SOFTWARE SUPPORT AVAILABILITY

End User understands that Broadcom may either (i) stabilize software in which no future enhancements, versions, releases, development, or service packs are planned, or (ii) the software may be end of life or a particular version is end of service in which CA will no longer provide (a) operational or technical support and (b) develop and provide new enhancements, features, upgrades, service packs, and fixes for the software offering ("Software Support Availability"). Prior to acceptance of this Order, End User should ensure it understands the support for the products licensed herein. Acceptance of this order shall constitute acceptance of such support and shall also constitute a representation and warranty by End User that it has reviewed and fully understands same. Software Support Availability for licensed products can be obtained at <https://www.broadcom.com/docs/end-of-support>.

#### MIGRATION

End User understands that Broadcom may migrate a previously licensed software (the "Original Product(s)") to a new software product (the "Migrated Product(s)"). It is the End User's responsibility to understand which products herein may be migrated products. Any migrated products are provided in consideration of Original Product(s) being terminated. End User shall cease using and de-install the Original Product(s) following a transition period not to exceed ninety (90) days, as of the date of receipt of the Migrated Product(s); The Migrated Product(s) are subject to the Agreement, the Specific Program Documentation (the "SPD") applicable to the Broadcom Software and Maintenance, located at Broadcom's website address at <https://www.broadcom.com/licensing> and this transaction document including all financial obligations relating to the Original Product(s) which remain valid and enforceable and are applicable to the Migrated Product(s). Prior to signature of this Order, End User should ensure it understands

# CA TECHNOLOGIES - ROM QUOTATION

## CARASOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 878-7468  
WWW.CARASOFT.COM/CA-TECHNOLOGIES | BROADCOM@CARASOFT.COM



the migration for the products licensed herein. Execution of this order shall constitute acceptance of such migration and shall also constitute a representation and warranty by End User that it has reviewed and fully understands same. Migration path for licensed products can be obtained at <https://www.broadcom.com/docs/product-migration>.

### MAINFRAME REPORTING (Applicable To Mainframe Customers ONLY)

For all CA mainframe software, End User shall provide to CA via upload to [s crt.broadcom.com](http://s crt.broadcom.com) within ten (10) days after the end of each month the IBM SCRT product report for ISV programs for End User's z/OS mainframe environment. For End Users running CA mainframe VSE/VM software, End User shall provide to CA via upload to [s crt.broadcom.com](http://s crt.broadcom.com) annually on or before each anniversary date a listing of the manufacturer, model, serial number and LPAR names of each CPU located at, or remotely accessing, each End User Site.

### MAINFRAME FULL CAPACITY & REPORTING (Applicable to Mainframe Customers ONLY)

\*End User represents the inventory above constitutes the entire set of mainframe computers located at the End User Ship To Address ("End User Site") or which can be remotely accessed from End User's Site and are collectively called "End User's Mainframe Inventory."

The Authorized Use Limitation set forth in the quote is currently and must remain equal to or greater than the combined capacity of End User's Mainframe Inventory, as published by the hardware manufacturer at all times during the period expiring on the End Date. In the event End User desires to make changes to End User's Mainframe Inventory which would result in a combined capacity greater than the Authorized Use Limitation, End User shall request, in writing, at least ninety (90) days prior to effecting such changes, a proposal from CA for such additional capacity needed, and CA shall promptly provide a proposed transaction document for the additional capacity.

### Mainframe Disaster Recovery

End User represents it has a disaster recovery plan with respect to its sites and the CA mainframe software ("DR Plan"). In accordance with the DR Plan, End User may make a reasonably necessary number of copies of the CA mainframe software for such disaster recovery purposes and use of such copies at another machine(s), provided the use of such copies shall be limited to:

(a) Conducting limited testing of the DR Plan's procedures and effectiveness so long as z/OS is not actively running except during such testing and such testing shall not exceed ten consecutive days in duration and shall not occur more than three times per annum; and

(b) The period subsequent to the occurrence of an actual disaster during which End User cannot operate the CA mainframe software in normal operations at an End User Site and must invoke its DR Plan.

The rights provided in subsection (a) above are conditioned upon End User providing, in writing, the machine-type, model and serial number, for each machine used for disaster recovery purposes. End User agrees to inform CA of all disaster recovery tests seven (7) days prior to the test occurrence. After a disaster recovery test period, End User shall run the IBM SCRT for ISV Programs to report the usage of CA mainframe software during the test and shall submit to CA at [s crt.broadcom.com](http://s crt.broadcom.com) no later than ten (10) days after the end of the calendar month in which the test occurred.

End User agrees to keep CA informed, at CA's request, of the identity and address of any third party providing services in the testing or execution of End User's DR Plan and End User shall require any such third party to agree, in writing, to the confidentiality and restricted usage provisions contained in the End User Terms and to furnish such further factual confirmations with respect to its disaster recovery procedures as CA may reasonably request from time to time. In no event may any disaster recovery facility under the ownership, operation or control of any third party be deemed to be an End User site hereunder nor shall any such third party be considered a third party beneficiary for the purposes of this Order, the End User Agreement or any Order thereunder.

Full compliance with this Mainframe Disaster Recovery section by End User shall result in the combined capacity in carrying out the testing permitted by subsection (a) being excluded from its total capacity when determining compliance with the Authorized Use Limitation.

### MANAGED SERVICES (Applicable to Managed Service Provider Mainframe Transactions ONLY)

1. On a limited, non-exclusive, non-transferable basis, the customer (as a "Managed Service Provider"), in accordance with this Transaction Document, shall be licensed to (a) permit its employees and independent contractors, while under written obligations of confidentiality and an obligation to observe the intellectual property rights of licensors, ("Authorized Users") install, deploy and access the Broadcom Software to provide Managed Services (in conjunction with the Managed Service Provider's services provided to its customers, such as managed services, facilities management or cloud services), to its customers/clients; and (b) make a reasonable number of copies of the Broadcom Software for disaster recovery "cold standby", backup and archival purposes Use of such copies is limited to testing Managed Service Provider's disaster recovery procedures and effectiveness and as is necessary during any reasonable period subsequent to the occurrence of an actual disaster during which Managed Service Provider cannot operate the Broadcom Software.

2. Partner acknowledges that when appointing Managed Service Provider, the terms set forth above, as applicable, shall replace and supersede the use rights granted within the End User Agreement.

3. Notwithstanding any such appointment, the Managed Service Provider will remain responsible for the acts and omissions of its Authorized Users in respect of the Broadcom Offering as if they were the acts and omissions of the Managed Services Provider.

### TERMINATION

Customer has the right to terminate any order for its convenience, but only to the extent End User has terminated for convenience, the equivalent order in its prime contract. The foregoing termination right shall include End User terminations for lack of funding.

### PERSONAL DATA

End User acknowledges and agrees that Broadcom will process Personal Data as part of the provision of the Broadcom Offerings in accordance with Broadcom's Privacy Policy located at: <https://www.broadcom.com/company/legal/privacy>. End User hereby authorizes Broadcom to make necessary transfers of Personal Data and that any Broadcom

# CA TECHNOLOGIES - ROM QUOTATION

## CARASOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 878-7468  
WWW.CARASOFT.COM/CA-TECHNOLOGIES | BROADCOM@CARASOFT.COM



Affiliates and subcontractors may process such Personal Data for the purposes of providing the Broadcom Offering contemplated under the End User Terms. Broadcom complies with the provisions of the General Data Protection Regulation ("GDPR"), and/or the Swiss Federal Data Protection Act and/or other applicable local legislation, with respect to such transfers. Where Broadcom is a processor for End User under the GDPR, and/or the Swiss Federal Data Protection Act and/or other applicable local legislation, Broadcom's processing shall be subject to and in accordance with Broadcom's global Data Processing Addendum ("DPA"), including the relevant Standard Contracting Clauses ("SCC") located at: <https://www.broadcom.com/company/legal/privacy/data-transfers> for international data transfer incorporated therein. End User has been advised that during the term of this Order Broadcom will collect Personal Data and process it as a Controller pursuant to the Privacy Policy and to the extent permitted by GDPR, and/or the Swiss Federal Data Protection Act and/or other applicable local legislation.

### ADDITIONAL EXPORT REQUIREMENTS

In furtherance of your contractual and legal obligation to strictly comply with U.S. law relating to export, re-export, and transfer, be advised that Broadcom will not accept orders from (a) partners or End Users who are military end users of China, Russia and Venezuela for products with ECCN starting with 5D992, (b) any person who is a citizen, national, or resident of, or who is controlled by, the government of any country to which the United States has prohibited export transactions; (c) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List, or (d) where Broadcom, the Partner or End User reasonably knows the Broadcom Offerings are intended or likely to be transferred or resold for such purpose.

### ASSIGNMENT

Neither Party shall assign the End User Terms or any of its rights or delegate any of its duties under the End User Terms, either by operation of law, agreement, or any other process, without the prior written consent of the other Party, except that Broadcom shall have the right to assign the End User Terms or any of its rights or delegate any of its duties under the Agreement at any time to any Broadcom Affiliate(s), or to a successor in interest of all or substantially all of the business to which the End User Terms relate. Subject to the foregoing, the End User Terms will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns. Any attempted assignment in violation of this section shall be null and void. "Affiliate" shall mean any person or entity which directly or indirectly owns, controls, is controlled by, or is under common control with a party, where control is defined as owning or directing more than fifty percent (50%) of the voting equity securities or a similar ownership interest in the controlled entity.

Broadcom is authorized to use the End User trademarks, service marks, logos, certifications, designations and insignias in connection with press and earnings releases. In addition, CA is authorized to use a specific designation (such as preferred business partner etc.) it may have in describing its relationship to End User.

\*\*\*\*\*

November 11, 2024

Via Electronic Mail - Shanita.Thompson@dupagecounty.gov

Shanita Thompson

421 N County Farm Road

Wheaton, IL 60187-3978

RE: Sourcing Information for CA Technologies Products

Dear Ms. Thompson,

CA, Inc. (CA) is the owner or licensee of the proprietary mainframe and distributed software products indicated below. While the products and technical support/maintenance may be purchased from CA or its authorized resellers, new releases and enhancements for the products are developed exclusively by CA employees, its licensors and contractors. Only CA employees, its licensors and contractors have access to the source code of these proprietary products (other than typical industry source code escrow arrangements). Typically, resellers do not have access to the CA source code.

Product names:

Mainframe DevOps -Suite  
Vantage Storage Intelligence MIPS  
Disk Backup and Restore MIPS  
FAVER VSAM Data Protection MIPS  
CA 1 Flexible Storage MIPS CA1  
Allocate DASD Space and Placement with Quota Manager Plus  
DADS Plus for CICS

If you have any further questions regarding the above please contact the Global Service Center at 1-800-CALL-CAI option 4.





# Required Vendor Ethics Disclosure Statement

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

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

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

Company Name: <b>Carahsoft Technology Corp.</b>	Company Contact: <b>Brendan Goepfrich</b>
Contact Phone: <b>571-591-6427</b>	Contact Email: <b>brendan.goepfrich@carahsoft.com</b>

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

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

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

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

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

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

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

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

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

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

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

[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

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

Authorized Signature Signature on File

Printed Name Diana Sibay

Title Sales Director

Date 10.21.2024

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





# Technology Requisition \$30,000 and Over

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

**File #:** TE-P-0023-24

**Agenda Date:** 11/19/2024

**Agenda #:** 6.B.

AWARDING RESOLUTION ISSUED TO  
SHI INTERNATIONAL CORP  
FOR AN ENTERPRISE TERM LICENSE AGREEMENT  
FOR INFORMATION TECHNOLOGY  
(CONTRACT TOTAL AMOUNT \$142,076.84)

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 an Enterprise Term Lease Agreement (ETLA) with Adobe Systems Incorporated for Adobe software licensing for use by DuPage County and the Forest Preserve District of DuPage County; and

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

WHEREAS the Technology Committee recommends County Board approval for the issuance of a contract to SHI International Corp, for an Enterprise Term Lease Agreement (ETLA) with Adobe Systems Incorporated for Adobe software licensing for use by DuPage County and the Forest Preserve District of DuPage County, for the period of December 10, 2024 through December 9, 2025, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for an Enterprise Term Lease Agreement (ETLA) with Adobe Systems Incorporated for Adobe software licensing for use by DuPage County and the Forest Preserve District of DuPage County, for the period of December 10, 2024 through December 9, 2025 for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to SHI International Corp, 290 Davidson Avenue, Somerset, New Jersey 08873, for a contract total amount not to exceed \$142,076.84, per contract pursuant to the National Joint Powers Alliance / Sourcewell Contract #121923-SHI.

Enacted and approved this 26th day of November, 2024, at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-2988	RFP, BID, QUOTE OR RENEWAL #: Quote #25337203	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$142,076.84
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 11/19/2024	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$142,076.84
	CURRENT TERM TOTAL COST: \$142,076.84	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: SHI International Corp.	VENDOR #: 14389	DEPT: Information Technology	DEPT CONTACT NAME: Joe Hamlin
VENDOR CONTACT: Mark Brum	VENDOR CONTACT PHONE: 1-732-652-4760	DEPT CONTACT PHONE #: 630-407-5063	DEPT CONTACT EMAIL: Joe.Hamlin@dupagecounty.gov
VENDOR CONTACT EMAIL: IllinoisGov@shi.com	VENDOR WEBSITE: www.shi.com	DEPT REQ #:	
<b>Overview</b>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Adobe licensing being purchased from SHI via Sourcwell COOP for \$142,076.84			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Many departments in the county utilize adobe applications such as Adobe Acrobat to create, review, and sign PDFs. This procurement includes that software, as well as other Adobe applications.			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
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

<b>SECTION 3: DECISION MEMO</b>	
SOURCE SELECTION	Describe method used to select source. SHI via Sourcwell COOP
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. Take no action and the county cannot operate. 2. Purchase the licenses and keep our users operating with PDF files.

### SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

### SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: SHI International Corp.	Vendor#: 14389	Dept: Information Technology	Division:
Attn: Mark Brum	Email: IllinoisGov@shi.com	Attn: Sarah Godzicki	Email: ITAP@dupagecounty.gov
Address: 290 Davidson Ave	City: Somerset	Address: 421 N. County Farm Rd.	City: Wheaton
State: NJ	Zip: 08873	State: IL	Zip: 60187
Phone: 1-732-652-4760	Fax:	Phone: 630-407-5037	Fax: 630-407-5001
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SHI International Corp.	Vendor#: 14389	Dept: Information Technology	Division:
Attn:	Email:	Attn: Joe Hamlin	Email: Joe.Hamlin@dupagecounty.gov
Address: P.O. Box 952121	City: Dallas	Address: 421 N. County Farm Rd.	City: Wheaton
State: TX	Zip: 75395-2121	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5000	Fax: 630-407-5001
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 10, 2024	Contract End Date (PO25): Dec 9, 2025

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA	65318659	Adobe Sign for Enterprise Subscription - Each Subscription (# Specified Below) - 12 Months **Inclusive of Up To 5,000 Transactions (Subscription Limit)**	FY25	1000	1110	53806		12,242.27	12,242.27
2	515	EA	65286686	Adobe Acrobat Pro Enterprise Term License - Per User - 12 Months	FY25	1000	1110	53806		123.71	63,710.65
3	53	EA	65330520	Adobe Creative Cloud (All Apps) Pro with Adobe Firefly Enterprise Term License - Per User - 12 Months	FY25	1000	1110	53806		1,061.86	56,278.58
4	10	EA	65330514	Adobe Creative Cloud Single App Pro with Adobe Firefly Enterprise Term License - Per User - 12 Months	FY25	1000	1110	53806		469.07	4,690.70
5	1	EA	65315954	Adobe Sign for Enterprise Subscription - Professional Services	FY25	1000	1110	53806		5,154.64	5,154.64
										Requisition Total	\$ 142,076.84

**FY is required, ensure the correct FY is selected.**

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



Pricing Proposal  
 Quotation #: 25337203  
 Created On: 9/23/2024  
 Valid Until: 11/29/2024

## IL-County of DuPage

## Inside Account Manager

### Joe Hamlin

421 N. County Farm Road  
 Wheaton, IL 60187  
 United States  
 Phone: (630) 407-5063  
 Fax:  
 Email: Joe.Hamlin@dupageco.org

### Mark Brum

290 Davidson Ave  
 Somerset, NJ 08873  
 Phone: 732-652-4760  
 Fax:  
 Email: mark\_brum@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Adobe Sign for Enterprise Subscription - Each Subscription (# Specified Below) - 12 Months **Inclusive of Up To 5,000 Transactions (Subscription Limit)** Adobe - Part#: 65318659 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 12/10/2024 – 12/9/2025	1	\$12,242.27	\$12,242.27
2 Adobe Acrobat Pro Enterprise Term License - Per User - 12 Months Adobe - Part#: 65286686 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 12/10/2024 – 12/9/2025	515	\$123.71	\$63,710.65
3 Adobe Creative Cloud (All Apps) Pro with Adobe Firefly Enterprise Term License - Per User - 12 Months Adobe - Part#: 65330520 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 12/10/2024 – 12/9/2025	53	\$1,061.86	\$56,278.58
4 Adobe Creative Cloud Single App Pro with Adobe Firefly Enterprise Term License - Per User - 12 Months Adobe - Part#: 65330514 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 12/10/2024 – 12/9/2025	10	\$469.07	\$4,690.70
5 Adobe Sign for Enterprise Subscription - Professional Services (See attachment for SOW) - 12 Months Adobe - Part#: 65315954 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 12/10/2024 – 12/9/2025	1	\$5,154.64	\$5,154.64
		<b>Total</b>	<b>\$142,076.84</b>

## **Additional Comments**

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

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

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

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

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

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

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

**1. TERM OF CONTRACT**

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

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

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

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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



### 3. PRICING

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

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

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

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

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

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

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

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

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

#### **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

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

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

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

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

The Report must contain the following fields:

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

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

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

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

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcwell's Authorized Representative is its Chief Procurement Officer.

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



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

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

## **11. INDEMNITY AND HOLD HARMLESS**

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

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

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

## 12. GOVERNMENT DATA PRACTICES

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

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

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

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

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

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

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

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

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

#### **15. FORCE MAJEURE**

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

#### **16. SEVERABILITY**

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



## 17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

Minimum Limits:

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

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

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

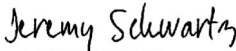
## **22. CANCELLATION**

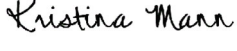
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract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



Sourcewell

SHI International Corp.

DocuSigned by:  
  
 By: C0FD2A139D06489...  
 \_\_\_\_\_  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 3/20/2024 | 10:15 AM CDT

DocuSigned by:  
  
 By: EA418E789F09404...  
 \_\_\_\_\_  
 Kristina Mann  
 Title: Sr. Manager Contracts  
 Date: 3/20/2024 | 11:14 AM EDT



# Required Vendor Ethics Disclosure Statement

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

Date: 10/22/2024

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

Company Name: SHI International Corp.	Company Contact: David Broaden
Contact Phone: 888-764-8888	Contact Email: david_broaden@shi.com

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

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

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

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

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

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

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

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

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

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

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

[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

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

Authorized Signature Signature on File

Printed Name Pamela Wilkinson

Title Sr. Contracts Administrator

Date 10/22/2024

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



# Technology Requisition \$30,000 and Over

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

**File #:** TE-P-0024-24

**Agenda Date:** 11/19/2024

**Agenda #:** 6.C.

AWARDING RESOLUTION ISSUED TO  
IMAGING SYSTEMS, INC. D/B/A IDT  
FOR ANNUAL HYLAND AND CAPSYS  
SOFTWARE ASSISTANCE MAINTENANCE  
(CONTRACT TOTAL NOT TO EXCEED \$327,930.81)

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

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

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

WHEREAS, in accordance with the Chief Procurement Officer's determination, the Technology Committee recommends County Board approval for the issuance of a contract to Imaging Systems, Inc. d/b/a IDT, for the annual Hyland and CAPSYS Software Assistance maintenance, for the period of January 1, 2025 through December 31, 2027, for Supervisor of Assessments, Treasurer, Family Center, Coroner, and County Clerk.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for the annual Hyland and CAPSYS Software Assistance maintenance, for the period of January 1, 2025 through December 31, 2027 for Supervisor of Assessments, Treasurer, Family Center, Coroner, and County Clerk, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Imaging Systems, Inc. d/b/a IDT, 1009 W. Hawthorn Drive, Itasca, Illinois 60143, for a contract total amount not to exceed \$327,930.81. Pursuant to 55 ILCS 5/5-1022 (c) not suitable for competitive bids. (Sole provider - Imaging Systems, Inc. d/b/a IDT is the sole authorized support provider for both CAPSYS Capture and OnBase for DuPage County.)

Enacted and approved this 26th day of November, 2024, at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-2995	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$327,930.81
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 11/19/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$327,930.81
	CURRENT TERM TOTAL COST: \$327,930.81	MAX LENGTH WITH ALL RENEWALS: THREE YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Imaging System, Inc. d/b/a IDT	VENDOR #: 11487	DEPT: Information Technology	DEPT CONTACT NAME: Richard Burnson
VENDOR CONTACT: David Raboin	VENDOR CONTACT PHONE: 224-443-0040	DEPT CONTACT PHONE #: 630-407-5064	DEPT CONTACT EMAIL: richard.burnson@dupagecounty.gov
VENDOR CONTACT EMAIL: draboin@idt-inc.com	VENDOR WEBSITE: idt-inc.com	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Initial three-year term for the maintenance of the imaging and document management systems for a total of \$327,930.81 - Sole Source.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Annual maintenance of the Hyland and CAPSYS Software Assurance for Supervisor of Assessments, Treasurer, Family Center, Coroner, Animal Services and County Clerk. The three year contract provides for \$22,428 in discounts, as well as avoids the estimated 8% annual software licensing cost increases. Annual costs are higher than prior years due to the inclusion of annual upgrades and support hours.			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
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.

<b>SECTION 3: DECISION MEMO</b>	
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

### SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOLE AUTHORIZED DISTRIBUTOR WHERE THE MANUFACTURER HAS ESTABLISHED TERRITORIES
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific. Imaging Systems, Inc. d/b/a Integrated Document Technologies (IDT) is the sole authorized support provider for both CAPSYS Capture & OnBase for DuPage County.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not. N/A - Imaging Systems, Inc. d/b/a Integrated Document Technologies (IDT) is the sole authorized support provider for both CAPSYS Capture & OnBase for DuPage County.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted. N/A - Imaging Systems, Inc. d/b/a Integrated Document Technologies (IDT) is the sole authorized support provider for both CAPSYS Capture & OnBase for DuPage County.


### SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Imaging Systems, Inc. d/b/a IDT	Vendor#: 11487	Dept: IT	Division:
Attn: David Raboin	Email: draboin@idt-inc.com	Attn: Sarah Godzicki	Email: ITAP@dupagecounty.gov
Address: PO Box 482	City: Itasca	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60143-0482	State: IL	Zip: 60187
Phone: 630-875-1100	Fax: 630-875-1101	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): Jan 1, 2025	Contract End Date (PO25): Dec 31, 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		CAPSYS CAPTURE & Hyland OnBase Subscription	FY25	1000	1110	53807		58,673.00	58,673.00
2	1	EA		IDT Professional Service Subscription for Upgrade of Software & Watch Dog Subscriptions	FY25	1000	1110	53020		32,487.03	32,487.03
3	1	EA		IDT Professional Services T&E hours	FY25	1000	1110	53020		16,000.00	16,000.00
4	1	EA		CAPSYS CAPTURE & Hyland OnBase Subscription	FY26	1000	1110	53807		61,898.36	61,898.36
5	1	EA		IDT Professional Service Subscription for Upgrade of Software & Watch Dog Subscriptions	FY26	1000	1110	53020		32,487.03	32,487.03
6	1	EA		IDT Professional Services T&E hours	FY26	1000	1110	53020		16,000.00	16,000.00
7	1	EA		CAPSYS CAPTURE & Hyland OnBase Subscription	FY27	1000	1110	53807		61,898.36	61,898.36
8	1	EA		IDT Professional Service Subscription for Upgrade of Software & Watch Dog Subscriptions	FY27	1000	1110	53020		32,487.03	32,487.03
9	1	EA		IDT Professional Services T&E hours	FY27	1000	1110	53020		16,000.00	16,000.00
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 327,930.81

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Please send PO to Sarah Godzicki & 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.

Three Year CAPSYS   OnBase Renewal with Upgrade Services Subscription			
		Integrated Document Technologies, Inc. (IDT) 1009 W. Hawthorn Drive Itasca, IL 60143 Phone: (630) 875-1100 Fax: (630) 875-1101	
		<b>DuPage County</b> 421 N County Farm Rd Wheaton, IL 60187 Richard Burnson	
Prepared by: David Raboin, Senior Engagement Manager 9/10/24			
Three Year CAPSYS   OnBase Renewal with Upgrade Services Subscription			
QTY	DESCRIPTION	Annual Price	Total Price
3	<b>CAPSYS CAPTURE Renewal 3 Year Subscription</b>	(Year 1) \$10,750.59 (Year 2) \$10,750.59 (Year 3) \$10,750.59	\$32,251.77
	This provides a locked-in price for DuPage County for the next three years for CAPSYS Subscription. Currently, the annual increase is at 7.5% year over year (subject to change year to year). This locked-in price saves DuPage a minimum of 8.8% overall.		
3	<b>CAPSYS CAPTURE Test system 3 Year Subscription</b>	\$5,357.29 3 Year Deal Discount: <del>\$2,678.65</del> (Year 1) Total: \$2,678.65 (Year 2) \$2,678.65 (Year 3) \$2,678.65	\$16,071.87 <del>\$8,035.95</del> \$8,035.92
	This provides a locked-in price for DuPage County for the next 3 years for CAPSYS CAPTURE Test Subscription. Currently, the annual increase is at 7.5% year over year (subject to change year to year). This locked-in price saves DuPage a minimum of 8.8% overall.		
3	<b>CAPSYS CAPTURE University 3 year Subscription</b>	(Year 1) \$1,500.00 (Year 2) \$1,500.00 (Year 3) \$1,500.00	\$4,500.00
	IDT will create up to 2 custom videos for CAPSYS and OnBase per department using CAPSYS and OnBase. These custom videos will be provided 24/7 access for training and refresher on utilizing CAPSYS and OnBase based on the department's custom process.		
3	<b>Hyland OnBase Renewal with test system 3 Year Subscription</b>	(Year 1) \$44,808.87 (Year 2) \$44,808.87 (Year 3) \$44,808.87	\$134,426.61
	This provides a locked-in price for DuPage County for the next 3 years for Hyland OnBase. Currently, the annual increase is at 7.5% year over year (subject to change year to year). This locked-in price saves DuPage a minimum of 8.8% overall.		
3	<b>Hyland ShareBase 3 Year Subscription</b>	(Year 1) \$2,160.25 (Year 2) \$2,160.25 (Year 3) \$2,160.25	\$6,480.75
	This provides a locked-in price for DuPage County for the next 3 years for Hyland OnBase. This price include a small amount of increase to cover additional usage of ShareBase over the 3 year deal.		
3	<b>IDT 3 Year Professional Service Subscription for Upgrade of Software</b>	\$22,284.53 3 Year Deal Discount: <del>\$2,797.50</del> (Year 1) Total: \$19,487.03 (Year 2) \$19,487.03 (Year 3) \$19,487.03	\$66,853.59 <del>\$8,392.50</del> \$58,461.09
	This includes one upgrade for CAPSYS and three (yearly) OnBase upgrades within the three-year subscription period.  By doing this, it provides IDT and DuPage County the flexibility to perform the upgrades as needed. Hyland has an update cadence once a year. In order to stay up to date and in compliance with security and ADA, IDT recommends upgrading OnBase on a yearly basis.		
3	<b>IDT 3-Year Professional Services Watch Dog Subscriptions</b>	\$15,000.00 3 Year Deal Discount: <del>\$2,000.00</del> (Year 1) \$13,000.00 (Year 2) \$13,000.00 (Year 3) \$13,000.00	\$45,000.00 <del>\$6,000.00</del> \$39,000.00
	IDT will monitor the DuPage CAPSYS and OnBase system virtually throughout each month. IDT will perform site visits once a month. These visits may be performed either in person or virtually, as deemed appropriate by IDT.		
3	<b>IDT Professional Services T&amp;E hours</b>	(Year 1) \$16,000.00 (Year 2) \$16,000.00 (Year 3) \$16,000.00	\$48,000.00
	This is a bucket of hours that will be billed as need for work not covered by support or upgrades		
<b>Assumptions:</b> DuPage County will provide assistance with upgrades as requested by IDT. DuPage County will schedule upgrades within the 3-year period as prescribed by IDT. ShareBase price is subject to change pending any additional named licensed user usage. OnBase and CAPSYS Upgrade Price is subject to change if additional processes or license are added to each.			
Total Year 1 Subscription Cost:			\$117,861.53
All discounts above plus \$3,225.36 credit for OnBase because renewal for current year is 1/31/2025:			\$10,701.51
Total Year 1 Subscription Cost(including discounts):			\$107,160.03
Total Year 2 Subscription Cost (including discounts):			\$110,385.39
Total Year 3 Subscription Cost (including Discounts):			\$110,385.39
Total 3 year Subscription Cost:			\$327,930.81
<b>Terms:</b>	Professional Services are net 60 terms unless otherwise indicated. This quote expires 12/31/2024. This 3-year subscription starts on January 1, 2025.  <b>Year 1 Subscription Due December 31, 2024:</b> \$107,160.03		
<i>Please note: IDT reserves the right to bill some/all portions of any milestone before project completion should the customer delay for more than 30 days.</i>			
DuPage County Authorized Signature and PO# (if applicable)		Date	



To: DuPage County Procurement

From: David Raboin

RE: Sole Source Justification

Date: 11/14/2024

Regarding the CAPSYS CAPTURE & Hyland OnBase three year deal including upgrades, IDT is uniquely positioned to provide ongoing support to the county for their CAPSYS CAPTURE and Hyland OnBase system. Only a trained, product-certified, and authorized business partner for CAPSYS CAPTURE & Hyland OnBase with Direct Knowledge of DuPage County's Current Systems and business processes should provide ongoing system support services.

IDT is unique in that we are:

- The firm that deployed these solutions at DuPage County, giving us intimate knowledge of how these two applications are configured and interoperated with each other and other lines of business systems used by the various agencies at DuPage County;
- The sole authorized support provider for both CAPSYS CAPTURE and OnBase for DuPage County. All work we are contracted to perform, including future system upgrades and application modifications, will fall under the current support coverage through IDT. Any changes, upgrades, system modifications, or support services to your existing CAPSYS CAPTURE and Hyland OnBase applications by a non-authorized 3<sup>rd</sup> party will not be supported under IDT's current support coverage.
- IDT Activity interacts with all departments that utilize CAPSYS CAPTURE and Hyland OnBase application monthly, providing optimized support and enhancement requests.
- IDT is a specialist in digital transformation utilizing both CAPSYS CAPTURE and Hyland OnBase to assist the county to leverage the tools to the fullest potential.

Sincerely,

**Signature on File**

David Raboin

Senior Engagement Manager, IDT





# Required Vendor Ethics Disclosure Statement

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

Date: 10/28/2024

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

Company Name: Integrated Document Technologies, Inc.	Company Contact: David Raboin
Contact Phone: 224-443-0040	Contact Email: draboin@idt-inc.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature Signature on File

Printed Name David Raboin

Title Senior Engagement Manager

Date 10/28/2024

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



## Technology Requisition \$30,000 and Over

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

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**File #:** TE-P-0025-24

**Agenda Date:** 11/19/2024

**Agenda #:** 6.D.

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AWARDING RESOLUTION ISSUED TO  
CDW-G  
FOR PALO ALTO FIREWALL DEVICES  
FOR INFORMATION TECHNOLOGY  
(CONTRACT TOTAL AMOUNT \$78,847.27)

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 Palo Alto firewall devices; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the SourceWell contract #121923-CDW, the County of DuPage will contract with CDW-G; and

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract to CDW-G, for Palo Alto firewall devices, for the period of one year upon approval, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said, for Palo Alto firewall devices, for the period of one year upon approval, for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to CDW-G, 230 N. Milwaukee Ave., Vernon Hills, IL 60061, for a contract total amount not to exceed \$78,847.27, per contract pursuant to the SourceWell contract #121923-CDW.

Enacted and approved this 26<sup>th</sup> day of November, 2024 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-3093	RFP, BID, QUOTE OR RENEWAL #: Quote #PDZX556	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$78,847.27
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 11/19/2024	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$78,847.27
	CURRENT TERM TOTAL COST: \$78,847.27	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: CDWG	VENDOR #: 10667	DEPT: Information Technology	DEPT CONTACT NAME: Joe Hamlin
VENDOR CONTACT: Meagan McKone	VENDOR CONTACT PHONE: 866-245-8102	DEPT CONTACT PHONE #: 630-407-5063	DEPT CONTACT EMAIL: Joe.Hamlin@dupagecounty.gov
VENDOR CONTACT EMAIL: meaganm@cdwg.com	VENDOR WEBSITE: www.cdwg.com	DEPT REQ #:	
<b>Overview</b>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Procurement of new Palo-Alto Firewall devices as ours are going end of life. We are utilizing Sourcewell contract #121923-CDW for this purchase.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This is necessary to maintain current and secure hardware. These devices also allow our users to use the VPN to login securely to the county.			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
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	

<b>SECTION 3: DECISION MEMO</b>	
<b>SOURCE SELECTION</b>	Describe method used to select source. We used the Sourcewell Sourcewell contract #121923-CDW.
<b>RECOMMENDATION AND TWO ALTERNATIVES</b>	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. Process the procurement and keep the county safe and secure on the latest hardware. 2. Do not approve and use legacy hardware that will not get security updates.

### SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

### SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: CDWG	Vendor#: 10667	Dept: Information Technology	Division:
Attn: Meagan McKone	Email: Meaganm@cdwg.com	Attn: Sarah Godzicki	Email: ITAP@dupagecounty.gov
Address: 230 N. Milwaukee Ave.	City: Vernon Hills	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60061	State: IL	Zip: 60187
Phone: 312-705-9093	Fax:	Phone: 630-407-5037	Fax: 630-407-5001
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: CDW Government	Vendor#: 10667	Dept: Information Technology	Division:
Attn:	Email:	Attn: Joe Hamlin	Email: Joe.Hamlin@dupagecounty.gov
Address: 75 Remittance Drive	City: Chicago	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60675-1515	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5000	Fax: 630-407-5001
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): One year upon approval	Contract End Date (PO25): One year upon approval

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	2	EA	PAN-PA-3420	PA-420 Security appliance	FY24	1100	1215	54100	COVID-19_ IT	29,147.48	58,294.96
2	1	EA		Core security bundle with ATP, Global Protect, & Premium Support Extended Services	FY24	1100	1215	53806	COVID-19_ IT	53,010.08	53,010.08
3	1	EA	Discount	Discount from Palo Alto						-32,457.77	-32,457.77
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 78,847.27

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Please send PO to Sarah Godzicki & Joe Hamlin and copy both when emailing PO to vendor.  **Discount should be applied to Line 2.
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.



Thank you for choosing CDW. We have received your quote.

# QUOTE CONFIRMATION

**ERIC SHERPAN,**

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PDZX556	11/12/2024	PALO ALTO 1 YEAR	0776067	<b>\$78,847.27</b>

## QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Palo Alto Networks PA-3400 Series PA-3420 - security appliance</a> Mfg. Part#: PAN-PA-3420 Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	2	6895618	\$29,147.48	\$58,294.96
<a href="#">Palo Alto Networks Core Security Subscription Bundle Advanced Threat Preven</a> Mfg. Part#: PAN-PA-3420-BND-CORESEC Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software (121923)	2	7301329	\$14,711.44	\$29,422.88
<a href="#">Palo Alto GlobalProtect - subscription license (1 year) - 1 device</a> Mfg. Part#: PAN-PA-3420-GP Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software (121923)	2	6915644	\$3,528.00	\$7,056.00
<a href="#">Palo Alto Networks Premium Support - extended service agreement - 1 year -</a> Mfg. Part#: PAN-SVC-PREMUSG-3420 Electronic distribution - NO MEDIA Contract: MARKET	2	7127521	\$8,265.60	\$16,531.20

<b>SUBTOTAL</b>	\$111,305.04
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$0.00
<b>DISCOUNT</b>	(\$32457.77)
<b>GRAND TOTAL</b>	<b>\$78,847.27</b>




PURCHASER BILLING INFO	DELIVER TO
<b>Billing Address:</b> DUPAGE COUNTY DATA PROCESSING 421 N COUNTY FARM RD WHEATON, IL 60187-3978 <b>Phone:</b> (630) 682-7030 <b>Payment Terms:</b> Net 60 Days	<b>Shipping Address:</b> DUPAGE COUNTY ERIC SHERPAN 421 N COUNTY FARM RD WHEATON, IL 60187-3978 <b>Phone:</b> (630) 682-7030 <b>Shipping Method:</b> DROP SHIP-GROUND
	<b>Please remit payments to:</b>
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



### Sales Contact Info

**Meagan McKone** | (866) 245-8102 | [meaganm@cdwg.com](mailto:meaganm@cdwg.com)

Need Help?

 My Account	 Support	 Call 800.800.4239
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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>  
 For more information, contact a CDW account manager.

© 2024 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and CDW Government LLC, 230 N. Milwaukee Avenue, Vernon Hills, IL 60061 (Supplier).

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

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

**1. TERM OF CONTRACT**

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

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

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



## 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

### B. WARRANTY.

1. *Product Warranty.* Supplier is not the manufacturer of the Products purchased by Participating Entities hereunder and the only warranties offered are those of the manufacturer, not Supplier or its Affiliates. In purchasing the Products, the Participating Entity relies on the manufacturer's specifications only and not on any statements or images that may be provided by Supplier or its Affiliates. SUPPLIER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED RELATED TO PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF TITLE ACCURACY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Supplier, and its dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer.

2. *Services Warranty.* Supplier warrants that the Services will be performed in a good and workmanlike manner. Participating Entity's sole and exclusive remedy with respect to this warranty will be at the sole option of Supplier to either (a) use its reasonable commercial efforts to reperform any Services not in substantial compliance with this warranty or (b) refund amounts paid by the Participating Entity related to the portion of the Services not in substantial compliance; provided in each case Participating Entity notifies Supplier in writing within thirty (30) business days after performance of the applicable Services. This warranty is voided if the Services are altered by anyone other than Supplier or any of its affiliates or its or their personnel. Participating Entity shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost or damaged or corrupted during the performance of Services.

3. *Third-Party Services.* Certain services, such as extended warranty service by manufacturers, are sold by Supplier as a distributor or sales agent ("Third Party Services"). In the case of Third-Party Services, the third party will be the party responsible for providing the services to the Participating Entity and the Participating Entity will look solely to the third party for any loss,

claims or damages arising from or related to the provision of such Third-Party Services. Any amounts, including, but not limited to, taxes, associated with Third-Party Services which may be collected by Supplier will be collected solely in the capacity as an independent sales agent.

4. *Cloud Services*. It is acknowledged that Participating Entities are receiving the Cloud Services directly from the Cloud Service Provider pursuant to the Cloud Service Provider's standard terms and conditions, or such other terms as agreed upon by Participating Entities and the Cloud Service Provider ("Cloud Services Terms and Conditions"). Accordingly, it shall consider the Cloud Service Provider to be the contracting party and the Cloud Service Provider shall be the party responsible for providing the Cloud Services to Participating Entities and shall look solely to the Cloud Service Provider for any loss, claims, or damages arising from or related to the provision of such Cloud Services.

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

### 3. PRICING

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

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities in accordance with Supplier's Return Policy, which is available at: <https://webobjects2.cdw.com/is/content/CDW/cdw/on-domain-ca/help-centre/cdw-global-returns-policy.pdf>. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and

Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

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

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

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

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

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional commercial terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

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

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

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

## **7. CUSTOMER SERVICE**

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

- Maintenance and management of this Contract;

- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

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

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities as indicated in Question #70 of its Proposal. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in Question #70 of the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter.

Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. Sourcewell may not conduct such an audit more than one time per twelve month period during the term, and will provide thirty day advance written notice of the audit to Supplier. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the



circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS; LIMITATION OF LIABILITY**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees which results in (i) injury or death to person(s) or tangible personal property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Supplier shall pass through to the Participating Entity all end user indemnity protections provided by the Equipment and/or Product manufacturer.

EXCEPT FOR INSTANCES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SUPPLIER, ITS AFFILIATES OR ITS SUPPLIERS, SUBCONTRACTORS OR AGENDT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS REVENUES OR SAVINGS AND LOSS, DAMAGE OR CORRUPTION OF DATA OR SOFTWARE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE. EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, SUPPLIER'S AGGREGATE LIALITY HEREUNDER WILL NOT EXCEED THE TOTAL DOLLAR AMOUNT PAID BY SUPPLIER TO SOURCEWELL IN ADMINISTRATIVE FEES UNDER THIS CONTRACT DURING THE PRECEDING TWENTY-FOUR (24) MONTH PERIOD.



## 12. GOVERNMENT DATA PRACTICES

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

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
  - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
  - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
5. *License to Software.* All rights in software resold pursuant to this Contract will remain with the applicable licensor. Participating Entity's rights to use such

software are contained in the applicable license agreement between the Participating Entity and the licensor.

6. *License to Work Product.* Participating Entity's rights to Work Product (meaning materials and other deliverables to be provided or created individually or jointly in connection with the Services, including but not limited to all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis, and other information whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights, or discovered in the course of performance of this Contract, that are embodied in such work or materials) will be upon payment in full a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for Participating Entity's internal use. Participating Entity obtains no ownership or other property rights thereto. Participating Entity agrees that Supplier may incorporate intellectual property created by third parties into the Work Product and that Participating Entity's right to use such Work Product may be subject to the rights of and limited by agreements with such third parties.

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

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

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

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

#### **15. FORCE MAJEURE**

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

## 16. SEVERABILITY

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

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

\$500,000 each accident for bodily injury by accident

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

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

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the

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

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

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

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5).



Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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



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

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

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

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

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

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

solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

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

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

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

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

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

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

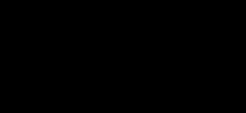
## 22. CANCELLATION

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

Sourcewell

CDW Government LLC

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Jeremy Schwartz  
Title: Chief Procurement Officer

Dario Bertocchi  
Title: Vice President Contract Operations

Date: 3/13/2024 | 9:46 PM CDT

Date: 3/13/2024 | 2:12 PM PDT



# Required Vendor Ethics Disclosure Statement

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

Date: 11-13-2024

Bid/Contract/PO#: IT Equipment

Company Name: CDW Government LLC	Company Contact: Meagan McKone, Executive Account Manager
Contact Phone: (866) 339-7925	Contact Email: meaganm@cdwg.com

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

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

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

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

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

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

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

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

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

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

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

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

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

# Signature on File

Authorized Signature

Printed Name

Matt Flood

Title

Proposals Supervisor

Date

November 13, 2024

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



## Change Order

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

---

**File #:** 24-3084

**Agenda Date:** 11/19/2024

**Agenda #:** 7.A.

---

Consent  
JPS 11/5  
OB 11/12



**Request for Change Order**  
**Procurement Services Division**  
 Attach copies of all prior Change Orders

Date: \_\_\_\_\_  
 MinuteTraq (IQM2) ID #: \_\_\_\_\_ 18099

<b>Purchase Order #:</b> 4802-1-SERV	<b>Original Purchase Order Date:</b> Oct 1, 2020	<b>Change Order #:</b> 1	<b>Department:</b> CIRCUIT COURT CLERK
<b>Vendor Name:</b> LOGICALIS		<b>Vendor #:</b> 12232	<b>Dept Contact:</b> JULIE ELLEFSEN

**Background and/or Reason for Change Order Request:** DECREASE AND CLOSE CONTRACT - TOTAL DECREASE \$18,276.91 (contract expired 9/30/24) decrease line 2 - \$4,878.20; line 3 - \$11,239.71; line 4 - \$762; line 5 - \$762; line 6 - 635

**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	\$151,341.59
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$151,341.59
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$18,276.91)
E	New contract amount (C + D)	\$133,064.68
F	Percent of current contract value this Change Order represents (D / C)	-12.08%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-12.08%

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

- Increase (greater than 29 days) contract expiration from: \_\_\_\_\_ to: \_\_\_\_\_
- Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount  Funding Source \_\_\_\_\_
- OTHER - explain below:

\_\_\_\_\_

JCE	8590	Oct 15, 2024	KMV	8647	Oct 15, 2024
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

*[Signature]* 10/23/2024



## Change Order

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

---

**File #:** 24-3085

**Agenda Date:** 11/19/2024

**Agenda #:** 7.B.

---



Consent  
JPS 11/5  
CB 11/12



**Request for Change Order**  
**Procurement Services Division**  
 Attach copies of all prior Change Orders

Date: \_\_\_\_\_  
 MinuteTraq (IQM2) ID #: 20405

<b>Purchase Order #:</b> 4803-1-SERV	<b>Original Purchase Order Date:</b> Oct 1, 2020	<b>Change Order #:</b> 3	<b>Department:</b> CIRCUIT COURT CLERK
<b>Vendor Name:</b> LEVEL 3 FINANCING, INC		<b>Vendor #:</b> 34675	<b>Dept Contact:</b> JULIE ELLEFSEN
<b>Background and/or Reason for Change</b>	Decrease line 1 - \$18,711.37		
	Decrease line 2 - \$12,688.07		
	Decrease line 3 - \$39,321.60		
<b>Order Request:</b>	Total Decrease \$70,721.04 and close Contract(Expired 9/30/24)		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

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

INCREASE/DECREASE		
A	Starting contract value	\$219,153.60
B	Net \$ change for previous Change Orders	\$54,945.12
C	Current contract amount (A + B)	\$274,098.72
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$70,721.04)
E	New contract amount (C + D)	\$203,377.68
F	Percent of current contract value this Change Order represents (D / C)	-25.80%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-7.20%

**DECISION MEMO NOT REQUIRED**

Cancel entire order     
  Close Contract     
  Contract Extension (29 days)     
  Consent Only

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

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

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

Decrease remaining encumbrance and close contract     
  Increase encumbrance and close contract     
  Decrease encumbrance     
  Increase encumbrance

**DECISION MEMO REQUIRED**

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

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

OTHER - explain below: \_\_\_\_\_

JCE	8590	Oct 15, 2024	KMV	8647	Oct 15, 2024
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
<b>REVIEWED BY (Initials Only)</b>					
Buyer	Date	Procurement Officer	Date		
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		





Judicial/Public Safety Change Order with Resolution

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

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**File #:** JPS-CO-0012-24

**Agenda Date:** 11/19/2024

**Agenda #:** 7.C.

---

AMENDMENT TO PURCHASE ORDER 2846-0001 SERV  
ISSUED TO JOURNAL TECHNOLOGIES, INC.,  
FOR A CASE MANAGEMENT SYSTEM,  
FOR ADDITIONAL FUNDS FOR MONTHLY STORAGE  
FOR THE PUBLIC DEFENDER'S OFFICE  
(INCREASE CONTRACT \$14,600)

WHEREAS, Purchase Order 2846-0001 SERV was issued to Journal Technologies, Inc. on November 14, 2017, by the Procurement Department; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for a Change Order to amend purchase order 2846-0001 SERV, to increase the contract total in the amount of \$14,600, for additional funds for monthly storage, an increase of 1.65%.

NOW, THEREFORE, BE IT RESOLVED, that the County Board adopts the changes to Contract Purchase Order 2846-0001 SERV, issued to Journal Technologies, Inc., for an increase in the amount of \$14,600, for additional funds for monthly storage, resulting in an amended contract total amount of \$897,325.76, an increase of 1.65%.

Enacted and approved this 26th day of November 2024 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Nov 8, 2024

MinuteTraq (IQM2) ID #: JPS-CO-0012-24

<b>Purchase Order #:</b> 2846-1-SERV	<b>Original Purchase Order Date:</b> Nov 14, 2017	<b>Change Order #:</b> 10	<b>Department:</b> Public Defender
<b>Vendor Name:</b> Journal Technologies, Inc		<b>Vendor #:</b> 27873	<b>Dept Contact:</b> Melissa Buckardt
<b>Background and/or Reason for Change Order Request:</b>	Increase line 12 (Monthly Storage) 1000-6300-53807 by \$14,600 Increase contract by \$14,600		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

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

INCREASE/DECREASE		
A	Starting contract value	\$870,049.38
B	Net \$ change for previous Change Orders	\$12,676.38
C	Current contract amount (A + B)	\$882,725.76
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$14,600.00
E	New contract amount (C + D)	\$897,325.76
F	Percent of current contract value this Change Order represents (D / C)	1.65%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	3.14%

### DECISION MEMO NOT REQUIRED

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

### DECISION MEMO REQUIRED

- Increase (greater than 29 days) contract expiration from: \_\_\_\_\_ to: \_\_\_\_\_
- Increase  $\geq$  \$2,500.00, or  $\geq$  10%, of current contract amount  Funding Source 1000-6300-53807
- OTHER - explain below:

MB	8303	Nov 8, 2024	JRY	8302	Nov 8, 2024
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 1, 2024

File ID #: JPS-CO-0012-24

Purchase Order #: 2846-001SERV

Requesting Department: Public Defender's Office	Department Contact: Melissa Buckardt
Contact Email: Melissa.Buckardt@dupagecounty.gov	Contact Phone: 630-407-8303
Vendor Name: Journal Technologies, Inc.	Vendor #: 26753

**Action Requested** - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.  
 Increase purchase order value by \$14,600 by increasing funds to line item 12, monthly storage due to shortage of funds.

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

**Original Source Selection/Vetting Information** - Describe method used to select source.  
 Sole Source, data is stored in system with current vendor.

**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.  
 This increase is needed to cover monthly storage.  
 Recommend the approval of continuing the contract with Journal Technologies Inc.

**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.  
 Increase Line 12 (monthly storage) 1000-6300-53807 for \$14,600.  
 Increase contract by \$14,600.



# Required Vendor Ethics Disclosure Statement

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

Date: 11/8/2024

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

Company Name: Journal Technologies, INC	Company Contact: Brian Cardile
Contact Phone: (301) 922-7711	Contact Email: bcardile@journaltech.com

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

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

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

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

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

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

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

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

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

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

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

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

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

DocuSigned by:  
 Authorized Signature Brian Cardile  
5B28543AE90F497...  
 Printed Name Brian Cardile  
 Title Corporate Secretary  
 Date 11/8/2024

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



Judicial/Public Safety Change Order with Resolution

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

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**File #:** JPS-CO-0013-24

**Agenda Date:** 11/19/2024

**Agenda #:** 7.D.

---

AMENDMENT TO CONTRACT PURCHASE ORDER #6966-0001 SERV  
ISSUED TO CONFERENCE TECHNOLOGIES, INC.  
FOR ADDITIONAL LABOR COSTS INCURRED DUE TO OUR REQUEST FOR  
AFTER-HOURS SERVICE  
FOR THE 18TH JUDICIAL CIRCUIT COURT  
(INCREASE CONTRACT \$4,840)

WHEREAS, Contract Purchase Order 6966-0001 SERV was issued to Conference Technologies, Inc., on March 27, 2024, by the Procurement Department; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for a Change Order to amend Contract Purchase Order #6966-0001 SERV, to increase the contract total in the amount of \$4,840 for the 18<sup>th</sup> Judicial Circuit Court.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopts the Change Order increasing Contract Purchase Order #6966-0001 SERV, issued to Conference Technologies, Inc., in the amount of \$4,840 resulting in an amended contract total amount of \$140,530.65, an increase of 3.57%.

Enacted and approved this 26th day of November, 2024 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



**Request for Change Order**  
**Procurement Services Division**  
 Attach copies of all prior Change Orders

Date: Oct 31, 2024  
 MinuteTraq (IQM2) ID #: JPS-CO-0013-24

<b>Purchase Order #:</b> 6966	<b>Original Purchase Order Date:</b> Mar 27, 2024	<b>Change Order #:</b> 1	<b>Department:</b> Circuit Court
<b>Vendor Name:</b> Conference Technologies, Inc.		<b>Vendor #:</b> 23282	<b>Dept Contact:</b> Katherine Thompson
<b>Background and/or Reason for Change Order Request:</b>	To change original PRCC line 1 information from account 1000-5900-54100-TDB to 1000-5925-54100-TM24-082 AND add line 2 for \$4,840.00 on account 1000-5900-54100 to cover additional labor costs incurred due to our request for after hours service.		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

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

INCREASE/DECREASE		
A	Starting contract value	\$135,690.65
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$135,690.65
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$4,840.00
E	New contract amount (C + D)	\$140,530.65
F	Percent of current contract value this Change Order represents (D / C)	3.57%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	3.57%
<b>DECISION MEMO NOT REQUIRED</b>		

- Cancel entire order
- Close Contract
- Contract Extension (29 days)
- Consent Only
- Change budget code from: 1000-5900-54100-TBD to: 1000-5925-54100-TM24-082
- Increase/Decrease quantity from: 135,690.65 to: 140,530.65
- Price shows: \_\_\_\_\_ should be: \_\_\_\_\_
- Decrease remaining encumbrance and close contract
- Increase encumbrance and close contract
- Decrease encumbrance
- Increase encumbrance

DECISION MEMO REQUIRED	
<input type="checkbox"/>	Increase (greater than 29 days) contract expiration from: _____ to: _____
<input checked="" type="checkbox"/>	Increase $\geq$ \$2500.00, or $\geq$ 10%, of current contract amount <input type="checkbox"/> Funding Source _____
<input type="checkbox"/>	OTHER - explain below: <div style="border: 1px solid black; height: 20px; width: 100%;"></div>

KT	8788	Oct 31, 2024	SA <u>SA</u>	8888	Oct 31, 2024
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
<b>REVIEWED BY (Initials Only)</b>					
_____ 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: Oct 31, 2024

File ID #: JPS-CO.0013-24

Purchase Order #: 6966-0001 SFRV

Requesting Department: Circuit Court	Department Contact: Katherine Thompson
Contact Email: katherine.thompson@18thjudicial.org	Contact Phone: 630-407-8788
Vendor Name: Conference Technologies, Inc.	Vendor #: 23282

**Action Requested** - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.  
 Increase contract from \$135,690.65 to \$140,530.65. This represents an increase of \$4,840 or 3.57% above the original contract amount.

**Summary Explanation/Background** - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.  
 The original project was to occur during normal operating hours of the courthouse. Due to court case loads it was not feasible to close the traffic courtrooms for this equipment upgrade. We requested that CTI complete the work after hours. This caused additional labor costs for them which they passed on to us.

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

**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.  
 1. To scrap the traffic court equipment upgrade, and loose the \$135,690.65 grant funding.  
 2. To close the traffic court rooms during operating hours creating a delay in proceedings.  
 3. To pay the extra \$4,840 and have the work completed after hours. (Recommended)

**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.  
 Source of funds will be from our current budget account 1000-5900-52100, there is no future costs associated with this purchase.



# Required Vendor Ethics Disclosure Statement

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

Date: March 20, 2024

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

Company Name: CTI, Inc. (Conference Technologies)	Company Contact: Gina Skrip-Surowiak
Contact Phone: 872-806-1712	Contact Email: Gina.Skrip@CTI.com

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

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

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

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

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

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

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

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


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

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

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

[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

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

Authorized Signature 

---

Printed Name Gina.Skrip-Surowiak

---

Title Senior Design Consultant

---

Date March 20, 2024

---

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





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

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

---

**File #:** JPS-P-0040-24

**Agenda Date:** 11/19/2024

**Agenda #:** 7.E.

---

AWARDING RESOLUTION ISSUED TO  
CONSCISYS CORPORATION  
TO PROVIDE PROFESSIONAL SOFTWARE SERVICES  
FOR THE CLERK OF THE CIRCUIT COURT  
(CONTRACT TOTAL AMOUNT \$4,400,000)

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

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Conscisys Corporation, to provide Professional Software Services, for the period of December 1, 2024 through November 30, 2026, for the Clerk of the Circuit Court.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide Professional Software Services, for the period of December 1, 2024 through November 30, 2026 for the Clerk of the Circuit Court, per RFP 21-070-CRCT, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Conscisys Corporation, 1121 Mistwood Place, Downers Grove, IL 60515, for a contract total amount of \$4,400,000.

Enacted and approved this 26th day of November, 2024 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID # <b>JPS-P-0040-24</b>	RFP, BID, QUOTE OR RENEWAL #: RFP 21-070-CRCT	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$6,600,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 11/19/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$11,000,000.00
	CURRENT TERM TOTAL COST: \$4,400,000.00	MAX LENGTH WITH ALL RENEWALS: FIVE YEARS*	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Conscisys Corporation	VENDOR #: 10932	DEPT: Clerk of the Circuit Court	DEPT CONTACT NAME: Kevin Vaske
VENDOR CONTACT: Scott Carr	VENDOR CONTACT PHONE: 630-886-1121	DEPT CONTACT PHONE #: 630-407-8647	DEPT CONTACT EMAIL: Kevin.Vaske@18thjudicial.org
VENDOR CONTACT EMAIL: s1@conscisys.com	VENDOR WEBSITE: conscisys.com	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Two year renewal of PO 5527-0001 SERV, per original contract terms which expires 11/30/2024			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Continuation of professional software development services - providing new application software, enhancements to existing applications, and support for current applications. These services are critical for operation of the Circuit Court Clerk's office			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
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.
RENEWAL OF RFP	

<b>SECTION 3: DECISION MEMO</b>	
<b>SOURCE SELECTION</b>	Describe method used to select source. Renewal of contract PSC 1-17-42-2021-2024, PO 5527-0001 SERV. Procured via RFP 21-070-CRCT
<b>RECOMMENDATION AND TWO ALTERNATIVES</b>	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). Conscisys Corporation has provided services in the past at competitive rates, and was awarded the contract per RFP 21-070-CRCT. Their personnel have excellent knowledge of our existing systems and business processes, unmatched by other providers. Given there were no other bidders at the time of the request for proposal, our only other option is to not procure these services, which would significantly harm the Circuit Court Clerk's ability to maintain and enhance its software applications.

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Conscisys Corporation	Vendor#: 10932	Dept: Clerk of the Circuit Court	Division: Accounting
Attn: Scott Carr	Email: s1@conscisys.com	Attn: Julie Ellefsen	Email: Julie.Ellefsen@18thjudicial.org
Address: 1121 Mistwood Place	City: Downers Grove	Address: 505 N County Farm Road	City: Wheaton
State: IL	Zip: 60515-1205	State: IL	Zip: 60187
Phone: 630-886-1121	Fax:	Phone: 630-407-8590	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Conscisys Corporation	Vendor#: 10932	Dept: Clerk of the Circuit Court	Division: Administration
Attn: Scott Carr	Email: s1@conscisys.com	Attn: Kevin Vaske	Email: Kevin.Vaske@18thjudicial.org
Address: 1121 Mistwood Place	City: Downers Grove	Address: 505 N County Farm Road	City: Wheaton
State: IL	Zip: 60515-1205	State: IL	Zip: 60187
Phone: 630-886-1121	Fax:	Phone: 630-407-8647	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2024	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	EA		Professional Services	FY25	1400	6720	53020		800,000.00	800,000.00
2	1	EA		Professional Services	FY25	1400	6730	53020		1,100,000.00	1,100,000.00
3	1	EA		Professional Services	FY25	1400	6740	53020		300,000.00	300,000.00
4	1	EA		Professional Services	FY26	1400	6720	53020		800,000.00	800,000.00
5	1	EA		Professional Services	FY26	1400	6730	53020		1,100,000.00	1,100,000.00
6	1	EA		Professional Services	FY26	1400	6740	53020		300,000.00	300,000.00
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 4,400,000.00

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

## **RENEWAL OF CONTRACT NO. PSC1-17-42-2021-2024**

This renewal is made part of the existing Contract PO 5527-0001 SERV between Conscisys Corp and the Clerk of the 18th Judicial Circuit Court Clerk, DuPage County Illinois, a non-judicial officer of the Judicial Branch of Government of the State of Illinois, 60187-3976. This renewal, per Paragraph 2.5 of the existing contract, extends the term of the Contract for a period of two years.

Conscisys Corp has reviewed existing terms of CONTRACT 12-142-LG and agrees with the existing RECITALS AS LISTED THEREIN.

Statement of Work for the proposed contract period.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

- a. "Project Manager" means the individual assigned by the Clerk to manage the project and administer this Agreement.
- b. "Project Plan" means a document or a Computer Based Software Set approved by the Project Manager which includes a list of tasks to be performed and the time frame for the completion of each task. All work under this Agreement shall be performed in accordance with the approved Project Plan.

2. Scope of Work:

Conscisys shall provide Court Automation and Information Technology support to Clerk. The work shall consist of technology consultation and technical assistance for the support of current application systems, enhancement of existing applications and development of new applications as identified by the Clerk. This assistance will include but will not be limited to the following JAVA based, Classes, APIs, Object Manager, Data Collection Managers, and Modules, Source Code Repositories, Document Viewers and all of the web-based information services provided to the Judiciary, Law Enforcement Agencies, Attorneys, Social Advocates, Research Entities and the General Public. Listed below is a partial list of the current areas supported.

Judicial Systems

- Electronic Order Maintenance and Technology Upgrades
- Arrest and Bench Warrant Systems
- Court Scheduling, In-Person and Zoom based Court Call Management
- Judicial Assignment Management
- Pretrial-Release/Detention Data Publishing through Power-BI

Case Management

- General Court Case Management
- Integration with other case management systems such as States Attorney, Public Defender, Sheriff's Office and Probation Department.
- Circuit Clerk' HR System
- Case Financial Management
- Notice Generation, Document Management & Other Case Management Tasks,

- Secretary of State, State Police, and AOIC ADR Reporting
- SMS/Email Notifications, and Customer Support

#### eCitation and Traffic Courts

- Developing the 2<sup>nd</sup> Phase of eCitation System
- Enhancements to Traffic Court Order System
- Electronic Defendant/Attorney Check-in and Court Session Management
- Web App for Case Payments.

#### New Initiatives

- Misdemeanour Court Room Automation using new Electronic Order Platform
- Child Support Electronic Orders and Docketing Automation
- Cloud Gavel – Sheriff’s Office Integration
- Probation Department new CMS(Supervisor) Integration
- Open JDK 17 Migration/upgrade
- Research IL, ECF5 Integration, Data Pipeline, Statewide eFiling Integration
- Automate SDU/HFS Integration
- Enhancements to Longform Complaint System and Pretrial Release workflow
- eCitation Analytics and Reporting (Power-BI)

#### Training & Advisory

- Provide technical support, consulting, and troubleshooting to improve systems and assist agencies with UCS operations.

### 3. Work Environment

All technical staff is located in the 505 N. County Farm Road building in Wheaton, Illinois or at the Contractor’s site as agreed by the Clerk.

### 4. Payment Provisions

All payments under this Agreement are subject to the following provisions.

- Acceptance - The Clerk or Clerk designee at their sole discretion shall determine if the services provided meet specifications. No payment shall be made for any service until the services and/or the Clerk or designee has accepted deliverables. Unless otherwise agreed herein between the Clerk and the Contractor, the presentment of invoice shall be deemed as demand for payment and processed according to terms and conditions within (50 ILCS 505/3) Illinois Local Government Prompt Payment Act. Payment of an invoice for work billed on the invoice shall constitute acceptance of the Contractor’s work by the Clerk. Timely or Late Payments shall be tendered to the Contractor as specified in (50 ILCS 505/4) Illinois Local Government Prompt Payment Act. If the payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. Late payment charges shall be paid on the unpaid balance due on the contract to the Contractor.
- Rates - The contractor agrees to perform billable work for the Clerk and will bill the Clerk semi-monthly (twice monthly on or about the 16<sup>th</sup> and at the end of the month) in the amount of \$91,643.00 in the first billing period and subsequent billing amounts shall be set

at \$91,667.00. It is understood that the total hours expended shall not exceed 41,000 hours per annum.

- b. Compensation - The total compensation under this Agreement shall not exceed \$4,400,000.00. The Contractor shall not be reimbursed for any expenses unless said expenses are specifically incurred at the request of the Clerk.
- c. Payment of Invoice - Payment shall be made upon the receipt and acceptance of an invoice detailing hours worked for the billing period subject to the provisions of paragraph 4.a. above. Payment will be made to the Contractor's designated mailing address or payment may be made electronically. The payment of taxes for any funds received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).
- d. Invoices - Invoices shall be submitted to the Clerk Accounting Department.
- e. Facilities and Equipment - The Clerk shall provide Contractor personnel with reasonable office work space and facilities including access to Clerk test and production systems, internet access, all necessary web servers, desktop computers, telephone service, copy machine usage and office supplies.

## 5. Term

This renewal of Contract PSC1-17-42-2021-2024, PO 5527-0001 SERV shall not become effective until approved in writing by the Clerk, but shall commence December 1, 2024 terminating Nov 30, 2026.

## 6. Termination

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least ninety (90) days prior to the intended date of termination, with or without cause. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. In addition, it is agreed by the parties that the hours and payments may be amended by the agreement of the parties in the event of revenue shortfall. Notification of intent to adjust either payments or hours shall be given in writing to the parties at least 90 days prior to the date of the intended adjustments.

## 7. Status of Contractor

The Contractor, and his agents and employees, are independent contractors performing professional services for the Clerk and are not employees of the County of DuPage or of the Clerk of the 18<sup>th</sup> Judicial Circuit Court. The Contractor, and his agents and employees, shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Clerk of the Circuit Court as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

## 8. Assignment



The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without prior written approval of the Clerk.

9. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without written approval from the Clerk.

10. Records of Audit

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the Clerk. The Clerk shall have the right to audit billings both before and after payment. The Audit reports consisting of task number, summary description and assigned contractor number shall be submitted on the same basis as the invoicing to the Clerk's designated repository. Payment under this Agreement shall not foreclose the right of the Clerk to recover excessive or illegal payments.

11. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the Clerk, its officers and employees, and County of DuPage from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

12. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the Clerk.

13. Product of Service: Copyright

All materials developed or acquired by the Contractor under this Agreement shall become, with the exception of cloud provided applications and services, the property of the Clerk of the 18<sup>th</sup> Judicial Circuit Court and shall be delivered to Clerk no later than the termination date of this Agreement. Nothing produced solely for the Clerk, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor unless said work is based upon source code currently owned or licensed by contractor. The original and one copy of all materials, work papers, meeting notes, design documents, or other documents produced by the Contractor shall be indexed and placed in appropriately Titled Directories as directed by the Clerk and delivered to the Clerk at conclusion of the Agreement.

The source code to any custom-developed software under this Agreement, unless otherwise agreed shall become the property of the Contractor and Clerk of the 18<sup>th</sup> Judicial Circuit Court and shall be retained by the Contractor and delivered to the Clerk on media of the Clerk's choice and to the Clerk's Source Management Library no later that the termination date of this Agreement. Nothing in this paragraph conveys to the Clerk the right of title to contractor owned software.

#### 14. Conflict of Interest

The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

#### 15. Amendment

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

#### 16. Approval of Contractor Personnel

Once work has started the contractor shall not, without the prior written consent of the Clerk, make changes of personnel assigned to this project. Replacement of any contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld.

The Clerk shall retain the right to request the removal of any of the Contractor's personnel at any time with or without cause.

#### 17. Scope of Agreement

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

#### 18. Mutual Indemnification

The Contractor shall hold the County of DuPage, the Clerk of the 18<sup>th</sup> Judicial Circuit and its agencies and employees harmless and shall indemnify the County and the Clerk against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the contractor, its agents, officers, employees or subcontractors. Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Clerk, its officers or employees. In the event of any claim, demand, suit or action commenced against the Clerk, as a result of Contractor actions, the Contractor shall cooperate with Clerk in the investigation and defend itself against such claim, demand, suit or action at no cost to the Clerk.

#### 19. Applicable Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois. Venue for any court action in connection with this Agreement shall be in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County Wheaton Illinois or in any venue as deemed appropriate by a higher court.

20. Limitation of Liability

The Contractor's liability to the Clerk for any cause whatsoever shall be limited to the purchase price paid to the Contractor for services that are the subject of the Clerk's claim. The foregoing limitation does not apply to Paragraph 18 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

21. Incorporation by Reference and Precedence

This Agreement is derived from (1) the Request for Proposal and (2) the Contractor's response to the Request for Proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) this Agreement (2) the Request for Proposal Response.

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

Clerk of the 18th Judicial Circuit Court

Conscisys Corp (Contractor)

BY: \_\_\_\_\_

BY:  \_\_\_\_\_  
Scott Carr

TITLE: \_\_\_\_\_

TITLE: President \_\_\_\_\_

DATE: \_\_\_\_\_

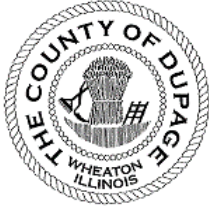
DATE: 10/30/2024 \_\_\_\_\_

Chief Judge, 18<sup>th</sup> Judicial Circuit Court

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



**THE COUNTY OF DUPAGE**  
**FINANCE - PROCUREMENT**  
**DUPAGE CIRCUIT CLERK CMS AND WEB SOFTWARE**  
**DEVELOPMENT AND SUPPORT SERVICES 21-070-CRCT**  
**BID TABULATION**

√

Criteria	Available Points	Conscisys, Inc.
Firm Qualifications	20	<b>20</b>
Satisfaction of Requirement	60	<b>60</b>
Price	20	<b>20</b>
Total	100	<b>100</b>

Annual Total Fixed Compensation	\$ 2,288,000.00
Percentage of points	100%
Points awarded (wtd against lowest price)	<b>20</b>

**NOTES**  
 Logicalis Inc. declined to bid based on some requirements being out of scope for them.

RFP Posted on 08/13/2021 Bid Opened On 09/30/2021, 2:30 PM CST by DW,KV	
Invitations Sent	19
Total Requesting Documents	7
Total Bid Responses Received	1



**Financial Response to Proposal**

**Response by Conscisys Corporation**



To the RFP #21-070-CRCT  
As Issued by the

**Clerk of the Circuit Court of the Eighteenth Judicial  
Circuit and the County of DuPage**



**Description:** The 18th Judicial Circuit Court Clerk is seeking to contract with a vendor to provide development and maintenance support for the Circuit Clerk Court’s Case Management System. Section 6 of the RFP is seeking for the Pricing Proposal to be submitted as the separate document. This document is the Conscisys response to the pricing proposal.

**Date of Submittal:** 09/30/2021

**Submitted by:**  
**Conscisys Corporation**  
**1121 Mistwood Place,**  
**Downers Grove, IL 60515-1205**  
**Phone: 630-886-1121**  
**Email : [s1@conscisys.com](mailto:s1@conscisys.com)**



**Contract Pricing:**

Please find the below pricing details. This pricing details reflects the annual pricing for the contract and valid a three-year period beginning on December 1, 2021 and continuing through November 30, 2024.

<b>Staffing Title</b>	<b>Number of Hours (3 year term)</b>	<b>Rate per hour</b>
Project Managers	12,000	\$52.00
Software Engineers / Web Developers	120,000	\$52.00

The annual total fixed compensation under the Vendor contract shall not exceed **\$2,288,000.00**

At the option of the 18<sup>th</sup> Judicial Circuit Court Clerk this contract may be renewed for 2 additional years.

**End of the Pricing Proposal**



# Required Vendor Ethics Disclosure Statement

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

Date: Oct 22, 2024

Bid/Contract/PO #: PO 5527-0001 SERV

Company Name: Consisys Corporation	Company Contact: Scott Carr
Contact Phone: 639-810-4444	Contact Email: s1@conscisys.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature Signature on File

Printed Name Scott Carr

Title President

Date Oct 22, 2024

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





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

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

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**File #:** JPS-P-0042-24

**Agenda Date:** 11/19/2024

**Agenda #:** 7.F.

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AWARDING RESOLUTION ISSUED TO  
JOURNAL TECHNOLOGIES, INC.,  
FOR A CASE MANAGEMENT SYSTEM AND MONTHLY STORAGE COSTS  
FOR THE PUBLIC DEFENDER'S OFFICE  
(CONTRACT TOTAL AMOUNT \$245,240)

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

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Journal Technologies, Inc., for a case management system and monthly storage costs, for the period of December 1, 2024 through November 30, 2025, for the Public Defender's Office.

NOW, THEREFORE BE IT RESOLVED, that said contract is for a case management system and monthly storage costs, for the period of December 1, 2024 through November 30, 2025, for the Public Defender's Office, per RFP #17-143-BF, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Journal Technologies, Inc., 915 E. 1st Street, Los Angeles, California 90012, for a contract total amount of \$245,240.

Enacted and approved this 26<sup>th</sup> day of November 2024 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



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

**SECTION 1: DESCRIPTION**

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: JPS-P-0042-24	RFP, BID, QUOTE OR RENEWAL #: 17-143-BF	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$245,240.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 11/19/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$245,240.00
	CURRENT TERM TOTAL COST: \$245,240.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Journal Technologies, Inc.	VENDOR #: 27873	DEPT: Public Defender	DEPT CONTACT NAME: Jeff York
VENDOR CONTACT: Brian Cardile	VENDOR CONTACT PHONE: (301) 922-7711	DEPT CONTACT PHONE #: 630-407-8303	DEPT CONTACT EMAIL: Melissa.Buckardt@dupagecounty.gov
VENDOR CONTACT EMAIL: bcardile@journaltech.com	VENDOR WEBSITE: www.journaltech.com	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Renewal - Case Management System #17-143-BF			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Provide Licenses, Maintenance, hosting and storage for our Case Management System.			

**SECTION 2: DECISION MEMO REQUIREMENTS**

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

**SECTION 3: DECISION MEMO**

SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Journal Technologies, Inc.	Vendor#: 26753	Dept: Public Defender	Division:
Attn: Brian Cardile	Email: bcardile@journaltech.com	Attn: Melissa Buckardt	Email: Melissa.Buckardt@dupagecounty.gov
Address: 915 E. 1st Street	City: Los Angeles	Address: 503 N. County Farm Road, 3rd Floor	City: Wheaton
State: CA	Zip: 90012	State: IL	Zip: 60187
Phone: (301) 922-7711	Fax:	Phone: 630-407-8303	Fax: 630-407-8310
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Journal Technologies, Inc.	Vendor#: 26753	Dept: Public Defender	Division:
Attn: Accounts Payable	Email: accounting@journaltech.com	Attn: Melissa Buckardt	Email: Melissa.Buckardt@dupagecounty.gov
Address: 915 E. 1st Street	City: Los Angeles	Address: 503 N. County Farm Road, 3rd Floor	City: Wheaton
State: CA	Zip: 90012	State: IL	Zip: 60187
Phone: 213-229-5300	Fax:	Phone: 630-407-8303	Fax: 630-407-8310
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2024	Contract End Date (PO25): Nov 30, 2025

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Annual License Maintenance and Hosting Fee	FY25	1000	6300	53807		173,240.00	173,240.00
2	1	EA		Monthly Storage	FY25	1000	6300	53807		72,000.00	72,000.00
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 245,240.00

*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. 1st allowed invoice date of 12/2/2024.
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.



# Invoice

Page: 1

**JOURNAL TECHNOLOGIES, INC.**  
**915 E 1st Street**  
**Los Angeles, CA 90012 USA**  
**accounting@journaltech.com**  
**Phone: 213-229-5300**

Number: JI3743  
 Date: 11/4/2024

Salesperson: 313  
 Customer: 3497

Please make check payable to: **Journal Technologies, Inc., 915 E. 1st Street, Los Angeles, CA 90012**

Sold To	Ship To
DUPAGE COUNTY PUBLIC DEFENDER Attn: Jeff York 421 N. County Farm Road Wheaton, IL 60187-3978 USA	DUPAGE COUNTY PUBLIC DEFENDER Attn: Jeff York 421 N. County Farm Road Wheaton, IL 60187-3978 USA

Customer P.O.	Ship Via	F.O.B	Terms
			Net 30 days

Description	Qty Shipped	Price	Amount
Annual eDefender License Maint. fee Tier 1: \$1,000 x 1.22 CPI Increase x 50 Users= \$61,000.00 Tier 2: \$ 800 x 1.22 CPI Increase x 40 Users= \$ 39,040.00 (12/01/2024 11/30/2025)	1.00	100,040.00	100,040.00
Annual eDefender Hosting fee Tier 1: \$ 800 x 1.22 CPI Increase x 50 Users= \$48,800.00 Tier 2: \$ 500 x 1.22 CPI Increase x 40 Users= \$ 24,400.00 (12/01/2024 11/30/2025)	1.00	73,200.00	73,200.00
..... LAST ITEM .....			

Annual eDef Lic. Maint. Host fee-12/1/24-11/30/25	Subtotal	173,240.00
	Freight	0.00
	Sales Tax	0.00
	Trade Discount	0.00
	Payment/Credit Amount	0.00
	<b>Balance</b>	<b>173,240.00</b>

## Journal Technologies, Inc.

### SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT

This SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT (this “**Agreement**”), by and between JOURNAL TECHNOLOGIES, INC., a Utah corporation (hereinafter “**Licensor**”), and COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois, on behalf of the DUPAGE COUNTY PUBLIC DEFENDER’S OFFICE (hereinafter “**Licensee**”), is made as of the date executed by both Licensor and Licensee (the “**Effective Date**”). In consideration for the representations and agreements contained herein, the parties hereby covenant and agree as follows:

#### 1. DEFINITIONS

1.1 **Application Administrator** is a designated employee or contractor of Licensee responsible for managing the case management system. This role includes communicating with Licensor staff for support, troubleshooting problems, and coordinating maintenance tasks.

1.2 **Customer Data** means all non-configuration, case-related data entered into, contained in, modified in, or deleted from the Licensed Software, but not the Licensed Software itself.

1.3 **Documentation** includes user, administrative and technical electronic guides which facilitate the use of and relate to the Licensed Software, together with any written product information, instructions, specifications or use guidelines made available by Licensor.

1.4 **Go Live** means that the Licensed Software is being Used (as defined below) in an operational capacity with operational data in Licensee’s production environment.

1.5 **Licensed Software** means the proprietary computer software program or programs identified in Exhibit A (“LICENSE, MAINTENANCE AND SUPPORT FEES”), together with all related Documentation.

1.6 **License, Maintenance and Support Fees** means the fees to be paid by Licensee to Licensor annually in advance of each year of the License Term pursuant to Section 2.2.2 (“License, Maintenance and Support Fees”).

1.7 **Loss Event Expenses** means all losses, liabilities, damages, causes of action, claims, demands, expenses, professional services (including fees and costs for attorneys, crisis management, public relations, investigation, and remediation), and breach notification costs arising from, in connection with, or related to any of the following:

- (1) a data security breach involving Customer Data;

- (2) a violation of any law, statute, or regulation related to data security or data privacy involving Customer Data;
- (3) unauthorized access to or acquisition of Customer Data;
- (4) a loss of Customer Data;
- (5) a ransom or cyber extortion demand involving Customer Data;
- (6) misuse of Customer Data; or
- (7) an actual or alleged failure to:
  - (a) provide adequate notice, choice, consent, access, or security regarding Customer Data;
  - (b) take appropriate steps to ensure the accuracy of Customer Data;
  - (c) adequately minimize the collection, processing, use, or retention of Customer Data; or
  - (d) comply with cross-border data transfer laws and regulations regarding Customer Data.

1.8 **Maintenance** means enhancements, upgrades and new releases of the Licensed Software, which includes only those additions and/or modifications to the Licensed Software which (A) enhance functionality and/or performance without fundamentally altering the nature or manner in which the Licensed Software operates, and (B) are made generally available without additional or increased charges to other persons entitled to receive maintenance from Licensor.

1.9 **Professional Services Agreement** means that certain Professional Services Agreement between Licensor and Licensee, of even date herewith.

1.10 **Support** means access to technical assistance for the Licensed Software, including support for questions about functionality, the resolution of error messages, bug fixes and troubleshooting.

1.11 **Use or Using** means (i) transferring any portion of the Licensed Software from storage units or media into computer or terminal equipment for utilization or processing; (ii) accessing any portion of the Licensed Software for any purpose (including, without limitation, viewing information already in the Licensed Software); or (iii) merging any Licensed Software in machine readable form into another program.

1.12 **User** means (a) any individual person, computer terminal or computer system (including, without limitation, any workstation, pc/cpu, laptop and wireless or network node) that has been authorized by the Licensee (through a username and password) to use the Licensed Software, (b) any other non-court government employees



and contractors who are performing their jobs, or a computer terminal or computer system used by such a person, in each case, interfacing with or accessing the Licensed Software through an interface or its public portal or (c) any individual person who is a member of the general public (including litigants and their attorneys, reporters and interested citizens, but not government employees or contractors who are performing their jobs), or a computer terminal or computer system used by such a person, accessing the Licensed Software at any given time for any reason through its public portal (including to file documents electronically or to view information already in or accessible through the Licensed Software).

## 2. LICENSE

2.1 Grant of License. Upon commencement of the License Term, Licensor grants to Licensee and Licensee hereby accepts from Licensor a non-exclusive, non-transferable, personal license to install and Use the Licensed Software; provided, however, that Licensee's rights with respect to the Licensed Software are at all times and in all respects subject to the terms and conditions of this Agreement. Licensee's authorized Users may Use the Licensed Software only during the License Term and only so long as Licensee has paid the required License, Maintenance and Support Fees for such Users and is not otherwise in default under this Agreement. This license includes the right to make one copy of the Licensed Software in machine-readable form solely for Licensee's back-up purposes. The Licensed Software is the proprietary information and a trade secret of Licensor and this Agreement grants Licensee no title or rights of ownership in the Licensed Software. The Licensed Software is being licensed and not sold to the Licensee. The Licensed Software is protected by United States copyright laws and international copyright treaties, as well as other intellectual property laws.

### 2.2 License Term and License, Maintenance and Support Fees.

2.2.1 License Term. The License Term shall commence on the date of initial Go Live; provided that the License, Maintenance and Support Fees for the first year of the License Term for any Users that will Use the Licensed Software as of or immediately following such Go Live must have been received prior to such date (and the license file shall not be delivered, and the License Term shall not begin, until such License, Maintenance and Support Fees have been received by Licensor). The License Term shall continue until the fifth anniversary of the date of final Go Live, and shall thereafter automatically renew for successive one-year periods (the "**License Term**"), unless Licensee elects to not renew the License Term upon written notice to Licensor given not less than ninety (90) days prior to the end of the then-current License Term.

2.2.2 License, Maintenance and Support Fees. Licensee shall make payment of the License, Maintenance and Support Fees to Licensor based on the number of Users and calculated in accordance with Exhibit A, in advance of each applicable year of the License Term, including each year of the original License Term and each one-year extension; provided that the License, Maintenance and Support Fees for the first year of the License Term must be paid prior to initial Go Live in accordance with the proviso set forth in Section 2.2.1. Annual License, Maintenance and Support Fees are subject to

increase in accordance with Exhibit A. Licensee may increase the number of Users at any time upon written notice to Licensor, which shall be promptly followed by payment reflecting the increased License, Maintenance and Support Fees, calculated according to Exhibit A, and pro-rated for any partial year of the License Term. Licensee may also reduce the number of Users of the Licensed Software, and the commensurate fee payable, but such reduction shall only become effective at the beginning of the following year of the License Term, and the written reduction notice must be given at least sixty (60) days before the next anniversary of the start of the License Term. All sales taxes or similar fees levied on account of payments to Licensor are the responsibility of Licensee.

2.2.3 Certain Specific Limitations. Licensee shall not, and shall not permit any User or other party to, (a) copy or otherwise reproduce, reverse engineer or decompile all or any part of the Licensed Software, (b) make alterations to or modify the Licensed Software, (c) grant sublicenses, leases or other rights in or to the Licensed Software, or (d) permit any party access to the Licensed Software for purposes of programming against it. Licensee shall be solely responsible for preventing improper, unauthorized, accidental, or unlawful (1) misuse of User accounts for the Licensed Software; (2) changes by the Licensee to the Licensed Software or its database; or (3) software scripts from being added to the Licensed Software or its database by the Licensee. Licensee is also solely responsible for, and shall indemnify, defend, and hold harmless Licensor regarding, any Loss Event Expenses that arise from unlawful or accidental access or disclosure of Customer Data that is stored on a computer system, network, server, workstation, PC, desktop, notebook, or mobile device of the Licensee or one of its agents or contractors (other than Licensor or one of its agents or contractors). Section 6.2 (“Licensor’s Responsibilities”) shall apply to Customer Data stored on computer systems of Licensor or one of its agents or contractors.

2.2.4 E-Commerce Functionality Fees. If Public Portal is included in the Licensed Software and the e-commerce functionality of Public Portal is utilized, Licensor shall provide a PCI compliant payment gateway and payment processing functionality. A merchant services agreement will be provided to Licensee upon request. If Licensee requires an alternate payment processor provider, Licensee is responsible for all additional development costs to connect Public Portal with the payment processor provider.

2.2.5 Source Code Escrow. Licensee shall have the opportunity to be added as a beneficiary under the Software Source Code Agreement between Licensor and InnovaSafe, Inc., as it may be amended from time to time, a copy of which is attached as Exhibit B (“SOURCE CODE ESCROW AGREEMENT”). Licensee shall complete the beneficiary enrollment form and pay the required fees directly to InnovaSafe.

2.2.6 Hosted Services. If Licensee desires for Licensor to provided hosted services for the Licensed Software, Licensor can provide such services subject to the terms and conditions set forth in Exhibit C (“HOSTED SERVICES”) and to the payment of the requisite hosting fees set forth therein. Notwithstanding the foregoing, Licensor shall not provide hosted services unless Licensor has attached Exhibit C to this Agreement upon Licensee’s request therefor, or Licensee and Licensor have entered into a separate written agreement for such services.

### 3. MAINTENANCE AND SUPPORT

3.1 Maintenance. Maintenance will be provided for the Licensed Software provided that Licensee has paid the applicable License, Maintenance and Support Fees described in Section 2.2.2, and subject to all of the terms and conditions of this Agreement. Maintenance for the Licensed Software will be available when the applicable enhancement, upgrade or release is first made generally available to persons entitled to receive maintenance from Licensor.

3.2 Support. Support for eDefender and Public Portal is available by telephone, e-mail, or internet support forum from 5:00 am to 6:00 pm Mountain time, Monday through Friday, except for federal holidays. Support for interfaces using eDefender API provided by Licensor is available by the same contact methods and during the same times for ninety (90) days following Go Live. Licensor shall generally provide an initial response within four (4) hours of first contact. Licensor shall use all reasonable diligence in correcting verifiable and reproducible errors reported to Licensor. Licensor shall, after verifying that such an error is present, initiate work in a diligent manner toward development of a solution. If the error is categorized as "Critical" (meaning an error for which there is no workaround and which causes data loss, affects a mission critical task or poses a possible security risk that could compromise the system), Licensor shall provide a solution through a service release as soon as possible. Licensor shall not be responsible for correcting errors in any version of the Licensed Software other than the current version, with the exception of Critical errors, for which a service release will be provided for the most recent previous version as well. Licensor shall not be responsible for errors caused by hardware limitations or failures, network infrastructure, operating system problems, operator errors or any errors related to processes, interfaces or other software.

3.3 Conditions to Receive Support. Licensee must designate one or more Application Administrators, each of whom shall be an employee or contractor of Licensee. Only a designated Application Administrator may request Support. It is the responsibility of Licensee to instruct Users to route Support requests through the Application Administrator.

3.4 Other Support. Services that go beyond routine Support may be provided under the terms of a professional services agreement upon agreement of the parties.

### 4. WARRANTY

4.1 Licensed Software Warranty. Licensor warrants that the Licensed Software will perform in all material respects during the License Term in accordance with the applicable user, administrative, and technical electronic guides. Notwithstanding the foregoing, this warranty shall not apply and Licensor will incur no liability whatsoever if there is or has been (a) the use of any non-current version (or the most recent previous version) of the Licensed Software, (b) the combination of the Licensed Software with any other software not recommended, provided or authorized by Licensor, (c) modification of the Licensed Software, (d) any use of the Licensed Software in breach of this Agreement or (e) any failure to satisfy the conditions to receive Support under Section 3.4 ("Other

Support”) above. If at any time during the License Term the Licensed Software fails to perform according to this warranty, Licensee shall promptly notify Licensor in writing of such alleged nonconformance, and Licensor shall provide bug fixes and other Support, but only so long as the alleged nonconformance is not caused by an act of Licensee or any third party not under the control of or authorized by Licensor. After the bug fixes and Support have been provided, if any such non-performance materially impairs the ability of Licensee to utilize the Licensed Software, Licensee shall have the right, on thirty (30) days’ notice, to terminate the license and this Agreement (with a credit for License, Maintenance and Support Fees paid with respect to the period in which utilization was materially impaired).

4.2 Warranty of Law. Licensor represents and warrants that to the best of Licensor’s knowledge: (i) there is no claim, litigation or proceeding pending or threatened against Licensor with respect to the Licensed Software or any component thereof alleging infringement of any patent or copyright or any trade secret or any proprietary right of any person; (ii) the Licensed Software complies in all material respects with applicable laws, rules and regulations; (iii) Licensor has full authority to enter into this Agreement and to consummate the transactions contemplated hereby; and (iv) this Agreement is not prohibited by any other agreement to which Licensor is a party or by which it may be bound (the “**Legal Warranty**”). In the event of a breach of the Legal Warranty, Licensor shall indemnify and hold harmless Licensee from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Licensee, arising out of or resulting from said breach.

4.3 Warranty of Title. Licensor further warrants that (i) it has good title to the Licensed Software; (ii) it has the absolute right to license the Licensed Software; (iii) as long as Licensee is not in material default hereunder, Licensee shall be able to quietly and peacefully possess and Use the Licensed Software provided hereunder subject to and in accordance with the provisions of this Agreement; and (iv) Licensor shall be responsible for and have full authority to license all proprietary and/or third party software modules, algorithms and protocols that are incorporated into the Licensed Software (the “**Title Warranty**”). In the event of a breach of the Title Warranty, Licensor shall indemnify and hold harmless Licensee from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Licensee, arising out of or resulting from said breach.

4.4 No Other Warranties. THE WARRANTIES AND REPRESENTATIONS STATED WITHIN THIS AGREEMENT ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 5. LIMITATIONS ON LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED PROFITS

OR REVENUES IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT. FURTHERMORE, LICENSEE'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAYABLE HEREUNDER TO LICENSOR. IN NO EVENT SHALL LICENSOR'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAID HEREUNDER TO LICENSOR FOR THE FIRST FIVE-YEARS OF THE LICENSE TERM.

## 6. CONFIDENTIALITY

6.1 Licensee's Responsibilities. Licensee shall implement reasonable and appropriate measures designed to help secure the Licensed Software and other materials received from Licensor under this Agreement from accidental or unlawful access or unauthorized or improper disclosure. Except as permitted by the terms of Section 2.1 ("Grant of License") or as required by law, Licensee shall not voluntarily and affirmatively disclose the Licensed Software or any of such materials to any third party, in whole or in part, without the prior written consent of Licensor, which may be granted or withheld in its sole discretion. If Licensee becomes aware of any accidental or unlawful access to or unauthorized or improper disclosure of the Licensed Software or any of such materials, it shall notify Licensor promptly, and in any event within 5 business days. Licensee shall also reasonably assist Licensor with preventing the recurrence of such accidental or unlawful access or unauthorized or improper disclosure and with any litigation against the third parties deemed necessary by Licensor to protect its proprietary rights.

6.2 Licensor's Responsibilities. Licensor shall implement reasonable and appropriate measures designed to help secure confidential Customer Data of Licensee that Licensor obtains from Licensee in the course of the performance of this Agreement from accidental or unlawful access or unauthorized or improper disclosure. Except as required by law, Licensor shall not voluntarily and affirmatively disclose to any third party confidential Customer Data that Licensor obtains from Licensee without the prior written consent of Licensee, which may be granted or withheld in its sole discretion. If Licensor becomes aware of any accidental or unlawful access to or unauthorized or improper disclosure of confidential Customer Data, it shall notify Licensee promptly, and in any event within 5 business days. Licensor shall also reasonably assist Licensee with preventing the recurrence of such accidental or unlawful access or unauthorized or improper disclosure and with any litigation against third parties deemed necessary by Licensee to protect its confidential Customer Data. For the avoidance of doubt, this Section is not intended to prevent Licensor's support personnel from accessing Licensee's Customer Data for purposes of investigating or resolving a Support request.

6.3 Confidentiality Breach. In the event a party breaches any of its obligations under this Section 6 ("Confidentiality"), the breaching party shall indemnify, defend and hold harmless the non-breaching party from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by the non-breaching party arising out of such breach. In addition,

the non-breaching party will be entitled to obtain injunctive relief against the breaching party.

6.4 Exclusions. The provisions of this Section 6 (“Confidentiality”) shall not apply to any information (a) that is in the public domain prior to the disclosure or that becomes part of the public domain other than by way of a breach of this Agreement, (b) that was in the lawful possession of the Licensor or Licensee, as the case may be, prior to the disclosure without a confidentiality obligation to any person, (c) that was disclosed to the Licensor or Licensee, as the case may be, by a third party who was in lawful possession of the information without a confidentiality obligation to any person, (d) that was independently developed by Licensor or Licensee, as the case may be, outside the scope of this Agreement or (v) that Licensor or Licensee, as the case may be, is required to disclose by law or legal process.

## 7. TERM AND TERMINATION

7.1 Term. The term of this Agreement shall expire at the end of the License Term or, if earlier, upon termination of this Agreement in accordance with the terms of this Section 7 (“Term and Termination”).

### 7.2 Termination by Licensor.

7.2.1 Payment Default. Licensor shall have the right to terminate the license granted in Section 2.2 (“License Term and License, Maintenance and Support Fees”), and this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, the Professional Services Agreement, in law and/or in equity), for any failure of Licensee to make payments of amounts due to Licensor when the same are due (including, without limitation, any fees or other amounts due and payable to Licensor for implementation services under the Professional Services Agreement), and such failure continues for a period of thirty (30) days after written notice thereof by Licensor to Licensee.

7.2.2 Other Licensee Defaults. Licensor may terminate the license granted in Section 2.2 (“License Term and License, Maintenance and Support Fees”), and this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, the Professional Services Agreement, in law and/or in equity), for any other material breach by Licensee which breach continues for a period of thirty (30) days after written notice thereof by Licensor to Licensee.

7.3 Termination by Licensee. Licensee shall have the right to terminate this Agreement (reserving cumulatively all other rights and remedies under this Agreement, the Professional Services Agreement, in law and/or in equity) without further obligation or liability to Licensor (except as specified herein and/or in the Professional Services Agreement) if Licensor commits any material violation or breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by Licensee to Licensor of such breach. Licensee shall have the right to terminate this Agreement effective immediately and without prior notice if Licensor goes into liquidation or

bankruptcy, or if Licensor permanently discontinues Maintenance and Support for the Licensed Software.

7.4 Actions Upon and Following Termination. Termination of this Agreement shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination. Licensee must cease use of the Licensed Software immediately upon termination, and must remove and return the Licensed Software and all other products and information received by Licensee from Licensor within thirty (30) days after termination. If not removed and returned within such thirty (30) day period, Licensee hereby grants Licensor the right to remove the Licensed Software. In addition, the confidentiality obligations of the parties in Section 6 ("Confidentiality") shall survive the termination of this Agreement.

## 8. GENERAL

8.1 Waiver, Amendment or Modification. The waiver, amendment or modification of any provision of this Agreement or any right, power or remedy hereunder shall not be effective unless made in writing and signed by both parties. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

8.2 Notice. All notices under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, by commercial overnight courier or by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Licensor: Journal Technologies, Inc.  
915 East First Street  
Los Angeles, CA 90012  
Attention: President

and

Munger, Tolles & Olson LLP  
350 South Grand Avenue, 50<sup>th</sup> Floor  
Los Angeles, CA 90071  
Attention: Mark Sayson

To Licensee: DuPage County Department of Information Technology  
421 N. County Farm Road  
Wheaton, Illinois 60187  
ATTN: Lana Long, Business Analyst

and



Jeff York  
DuPage County Public Defender  
503 N. County Farm Road  
Wheaton, Illinois 60187

8.3 No Third Party Beneficiaries. This Agreement is not intended to create any right in or for the public, or any member of the public, any subcontractor, supplier or any other third party, or to authorize anyone not a party to this Agreement to maintain a suit to enforce or take advantage of its terms.

8.4 Successors and Assigns. Neither party may assign this Agreement in whole or part without the prior written consent of the other party; provided that Licensor may assign this Agreement to another subsidiary of Daily Journal Corporation, directly or by operation of law, without the prior written consent of Licensee. Any attempt to assign this Agreement without the prior written consent of the other party is void and without legal effect, and such an attempt constitutes grounds for termination by the other party. Subject to the foregoing, all of the terms, conditions, covenants, and agreements contained herein shall inure to the benefit of, and be binding upon, any successor and any permitted assignees of the respective parties hereto. It is further understood and agreed that consent by either party to such assignment in one instance shall not constitute consent by the party to any other assignment. A transfer of corporate control, merger, sale of substantially all of a party's assets and the like, even though including this Agreement as an assigned asset or contract, shall not be considered an assignment for these purposes.

8.5 Dispute Resolution. Any dispute arising under or related to this Agreement shall be resolved exclusively as follows, with the costs of any mediation to be shared equally by both parties:

8.5.1 Initial Resolution by Meeting. The parties shall first attempt to resolve amicably the dispute by meeting with each other, by telephone or in person at a mutually convenient time and location, within thirty (30) days after written notice of a dispute is delivered from one party to the other. Subsequent meetings may be held upon mutual agreement of the parties.

8.5.2 Mediation. If the dispute is not resolved within sixty (60) days of the first meeting, the parties shall submit the dispute to mediation by an organization or company specializing in providing neutral, third-party mediators. Licensee shall be entitled to select either (i) the location of the mediation or (ii) the organization or company, and Licensor shall select the other. The mediation shall be conducted within sixty (60) days of the date the dispute is submitted to mediation, unless the parties mutually agree on a later date.

8.5.3 Venue. The exclusive venue for resolving any dispute between the parties arising under or related to this Agreement that is not otherwise resolved by meeting or mediation pursuant to the preceding provisions of this Section 8.5, shall be the United States District Court for the Northern District of Illinois, and any respective appellate court.

8.6 Control of Defense. All indemnification obligations under this Agreement are conditioned upon (i) written notice by the indemnified party to the indemnifying party within thirty (30) days of the indemnified party's receipt of any claim for which indemnification is sought, (ii) tender of control over the defense and settlement to the indemnifying party and (iii) such reasonable cooperation by the indemnified party in the defense as the indemnifying party may request; provided, however, the indemnifying party shall not, without the prior written consent of the indemnified party, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened claim unless the settlement, compromise or consent provides for and includes an express, unconditional release of such claim against the indemnified party.

8.7 Governing Law. The validity, construction and performance of this Agreement and the legal relations among the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to its conflict of law principles.

8.8 Force Majeure. Neither party shall be liable for any delay or non-performance of their obligations (except for any obligations to make payments) caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, electrical or power outages, utilities or other telecommunications failures, internet service provider failures or delays, denial of service attacks, fires or natural disasters.

8.9 Severability. In the event any one or more of the provisions of the Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

8.10 Counterparts. This Agreement may be executed in counterparts and by the exchange of signatures by facsimile or PDF.

*[Continued on Next Page]*

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the date last written below.

JOURNAL TECHNOLOGIES, INC:

Signature on file

By: \_\_\_\_\_ Date: 11/20/17

Printed Name and Title: Gerald L. Salzman, President

COUNTY OF DUPAGE:

Signature on file

By: \_\_\_\_\_ Date: 11/20/17

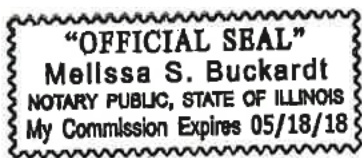
Printed Name and Title: Jeffrey R. York, DuPage County Public Defender

Attest:

Signature on file

By: Paul Hinds, County Clerk Notary Public

Witnessed and Affirmed this 20<sup>th</sup> day of November, 2017



**EXHIBIT A**  
**LICENSE, MAINTENANCE AND SUPPORT FEES AND HOSTING FEES**

**Licensed Software:** eDefender®

**Annual License, Maintenance and Support Fees for first year of License Term:** \$62,800, which includes licenses for 55 agency users and a total of 66 User licenses, as calculated below.

**Hosting Fees for first year of License Term:** \$42,500, which includes 1TB of storage, as calculated below.

**Annual License, Maintenance and Support Fees**

The License, Maintenance and Support Fee for users identified in clause (a) of the definition of "User" in Section 1.12 of the Agreement, is determined in accordance with the following chart:

Pricing Table for System User Licenses for Centralized System

<u>USER GROUPS*</u>	<u>Users</u>	<u>Annual License, Maintenance and Support Fees</u>	
		<u>Per User</u>	<u>For Group</u>
1-50	50	\$1,000	\$50,000
51-100	50	\$800	\$40,000

\*The actual number of User licenses will be used to determine the annual fee, with 50 licenses being the minimum. The Annual License, Maintenance and Support Fee is governed by a five-year agreement with an annual CPI adjustment (not to exceed 1.5%) that will automatically be applied to the fees for each year of the License Term after the first year.

**Other Governmental Agencies**

The additional License, Maintenance and Support Fee for users described in clause (b) of the definition of "User" in Section 1.12 of the Agreement shall be computed based on 20% of the total Users described in clause (a) of the definition of "User" in Section 1.12 of the Agreement.

**Public Users**

The additional License, Maintenance and Support Fee for users described in clause (c) of the definition of "User" in Section 1.12 of the Agreement shall be computed based on 10% of the total Users described in clause (a) of the definition of "User" in Section 1.12 of the Agreement.

The initial Annual License, Maintenance and Support Fee for the first year of the License Term for any Users that will Use the Licensed Software immediately following initial Go

Live must have been received prior to the date of initial Go Live, and shall be due for subsequent years of the License Term immediately prior to each anniversary of initial Go Live. Upon the occurrence of each subsequent Go Live for additional offices, the initial Annual License, Maintenance and Support Fee for the then current year of the License Term (pro-rated for any partial year of the License Term) for any Users that will Use the Licensed Software immediately following such Go Live must have been received prior to the date of such Go Live, and shall be due for subsequent years of the License Term immediately prior to each anniversary of initial Go Live.

**Fee Calculation Explanation**

Upon Licensee’s payment to Licensor immediately prior to Go Live of the annual License, Maintenance and Support Fees of \$62,800 for the first year of the License Term, Licensee will receive Licensed Software licenses for 55 agency users (i.e., users identified in Section 1.12(a) of the Agreement), and 11 additional user licenses (i.e., 20% of agency users) for unlimited use of the Licensed Software by non-agency governmental employees and contractors (i.e., users identified in Section 1.12(b) of the Agreement) accessing the Licensed Software via interfaces, for a total of 66 User licenses. An annual CPI adjustment not to exceed 1.5% (as determined by the Bureau of Labor Statistics – Chicago/Gary/Kenosha region) will automatically be applied to the License, Maintenance and Support Fees for each year of the License Term after the first year.

If the number of agency users increases (decreases), the annual License, Maintenance and Support Fees, including an annual CPI adjustment, will be adjusted pursuant to the pricing table set forth on the preceding page. If Licensee elects to have the eDefender Public Portal extended to the public (i.e., users identified in Section 1.12(c) of the Agreement), including lawyers, assuming the 55 agency user numbers set forth above, Licensee would need an additional six user licenses (i.e., 10% of the agency users), for a total of 72 User licenses.

**Hosting Fees**

The annual hosting fee for JTI to host the Licensed Software and Customer Data in Amazon GovCloud for the first year of the License Term is \$42,500, which includes 1TB of storage. Each additional TB of storage will cost \$4,000 annually. If the number of agency users increases (decreases), the annual hosting fees, including an annual CPI adjustment not to exceed 1.5% (as determined by the Bureau of Labor Statistics – Chicago/Gary/Kenosha region), will be adjusted pursuant to the below pricing schedule.

<u>USER GROUPS*</u>	<u>Estimated Annual Hosting Fees</u>		
	<u>Users</u>	<u>Per User</u>	<u>For Group</u>
1-50	50	\$800	\$40,000
51-100	50	\$500	\$25,000

\* The actual number of User licenses will be used to determine the annual fee for 1TB of storage, with 50 licenses being the minimum.

**EXHIBIT B**  
**SOURCE CODE ESCROW AGREEMENT**

*[See attached.]*

**EXHIBIT C**  
**HOSTED SERVICES**

**Licensor Hosting.** In exchange for an annual hosting fee, Licensor will provide Licensed Software hosted services (the “**Hosted Service**”), which Licensee may access via an Internet connection. Access to the Hosted Service for agency Users of eDefender will be secured and encrypted via a VPN connection. Access to the public portal portion of the Hosted Service will be secured and encrypted via HTTPS.

Licensor hosting utilizes Tier I providers of Cloud infrastructure such as Amazon AWS GovCloud and Microsoft Azure, which eliminates single point of failure interruptions to uptime within the data center, providing a service level of 99.9% uptime with an 8 hour Recovery Point Objective (RPO) and 24 hour Recovery Time Objective (RTO).

**Licensor Responsibilities.** Licensor’s responsibilities with respect to the Hosted Service are as follows:

- a. Provide infrastructure for the hosting of Licensee data.
- b. Provide Maintenance of the Hosted Service.
- c. Provide snapshot backups of data every four hours with a twenty-four hour retention (daily backups are also taken and kept for two weeks).
- d. Provide a single copy of Licensee data upon Licensee’s request not to exceed once per month.
- e. Comply with Section 6.2 of the Agreement concerning Licensor’s responsibilities with respect to confidential Customer Data obtained from Licensee. Licensor shall not be responsible, however, for any accidental or unlawful access or disclosure of confidential Customer Data that results from Licensee’s failure to comply with subparagraph b. below under the heading “Licensee Responsibilities.”

**Licensee Responsibilities.** Licensee’s responsibilities with respect to the Hosted Service are as follows:

- a. Pay the annual hosting fees listed in Exhibit A.
- b. Licensee is solely responsible for, and shall indemnify, defend, and hold harmless Licensor regarding, any unlawful or accidental access to or unauthorized or improper disclosure of Customer Data that results from (i) the conduct of an authorized User of Licensee, (ii) an unauthorized person obtaining an authorized User’s account credentials from such a User or the Licensee, (iii) changes that the Licensee makes to the configuration of the Licensed Software or the hosted database, or (iv) software scripts added to the Licensed Software or the hosted database by the Licensee. Without limiting the foregoing, Licensee shall: (A) notify Licensor immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (B) report to Licensor



immediately and use reasonable efforts to stop immediately any copying or distribution of content that is known or suspected by Licensee or Users; and (C) not impersonate another User or provide false identity information to gain access to or use the Hosted Service.

- c. Accept that each hosted instance allows for one terabyte of filing cabinet storage. Storage required for the database server is covered by the Hosting Fees. Licensee will be notified when storage usage thresholds exceed 80%, 95%, and 100%. At 100% usage, storage will automatically be expanded by 500 gigabytes and Licensee's hosting fees will be adjusted accordingly at the then current yearly rate. The current rate is listed in Exhibit A. Additional storage may be pre-purchased at any time, however is not required.

Force Majeure. Neither party will be liable for any delay or failure to perform any obligation under this Agreement (except for any obligations to make payments) where the delay or failure results from any cause beyond such party's reasonable control including, without limitation, acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, internet service provider failures or delays, denial of service attacks, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

System Period of Maintenance.

- a. *Weekly Maintenance Window* (Wednesday, 9:00PM to Thursday, 4:00AM MT). The Hosted Service shall be subject to a maintenance window each Wednesday evening (Hosted Service maintenance window may include loss of network access, the servers, and the operating system during such window). The Hosted Service will not always be disrupted during each weekly maintenance window.
- b. *Extended Maintenance Outage.* If Licensor requires additional time for maintenance or installation, Licensor shall provide written notification to Licensee at least 24 hours prior to implementing an extended maintenance outage. Licensor's notice shall explain the nature and expected duration for the extended maintenance outage.



# Required Vendor Ethics Disclosure Statement

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

Date: 11/8/2024

Bid/Contract/PO #: JPS-P-0042-24

Company Name: Journal Technologies, INC	Company Contact: Brian Cardile
Contact Phone: (301) 922-7711	Contact Email: bcardile@journaltech.com

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

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

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

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

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

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

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

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

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

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

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

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

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

DocuSigned by:  
 Authorized Signature Brian Cardile  
 5B28543AE90F497...  
 Printed Name Brian Cardile  
 Title Corporate Secretary  
 Date 11/8/2024

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



# Transportation Requisition under \$30,000

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

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**File #:** 24-3010

**Agenda Date:** 11/19/2024

**Agenda #:** 7.G.

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kbc  
 SMJ

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$16,210.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 11/19/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$16,210.00
	CURRENT TERM TOTAL COST: \$16,210.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Carahsoft Technology Corporation	VENDOR #: 12819	DEPT: Division of Transportation	DEPT CONTACT NAME: William Eidson
VENDOR CONTACT: Lara Silva	VENDOR CONTACT PHONE: 703-889-9881	DEPT CONTACT PHONE #: 630-407-6900	DEPT CONTACT EMAIL: william.eidson@dupageco.org
VENDOR CONTACT EMAIL: laraFSilva@carahsoft.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Contract purchase order for 5 OpenRoads Designer SELECT license renewal/subscriptions for the Division of Transportation, starting December 1, 2024 to November 30, 2025, contract total not to exceed \$16,210.00.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Software is used to design highways, intersection improvements, traffic signal systems and various other roadway related improvements as part of the County's commitment to state of good repair, motorist and pedestrian safety, and environmental stewardship.			

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

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

<b>SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION</b>	
<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

<b>SECTION 5: Purchase Requisition Information</b>			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Carahsoft Technology Corporation	Vendor#: 12819	Dept: Division of Transportation	Division: Finance
Attn: Lara Silva	Email: LaraFSilva@carahsoft.com	Attn: DOT Finance	Email: DOTFinance@dupageco.org
Address: 11493 Sunset Hills Rd	City: Reston	Address: 421 N. County Farm Road	City: Wheaton
State: VA	Zip: 20190	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Carahsoft Technology Corporation	Vendor#: 12819-R01	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2024	Contract End Date (PO25): Nov 30, 2025
Contract Administrator (PO25): Kathleen Black Curcio			

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	5	EA	12662-27-USD-2	OpenRoads Designer SELECT Subsrption	FY25	1500	3500	53807		3,242.00	16,210.00
<b>FY is required, assure the correct FY is selected.</b>										Requisition Total	\$ 16,210.00

*Comments*

HEADER COMMENTS	Provide comments for P020 and P025. Contract purchase order for 5 OpenRoads Designer SELECT license renewal/subsrptions for the Division of Transportation, starting December 1, 2024 to November 30, 2025, contract total not to exceed \$16,210.00.
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. Email PO to DOTFinance@dupagecounty.gov
APPROVALS	Department Head signature: <b>Signature on file</b> Officer Approval for ETSB. <i>11/5/24</i>

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



Quote

Date 10/31/2024	Page 1
Invoice Number	

Carahsoft Technology Corp.  
11493 Sunset Hills Road, Suite 100  
Reston, Virginia 20190

**Phone:** (703) 871-8500  
**Fax:** (703) 871-8505

**To:**  
DuPage County Division of Trans.  
ATTN: Daniel Nowak  
421 N. County Farm Rd.  
Wheaton, IL 60187-3978

PO Number TBD		Order Date	Customer No.	Salesperson Lara F. Silva	Quote No. 42090025	Ship VIA ESD	Terms PP
Quantity	Item Number	Start/End Date	Description			Unit Price	Extended Price
5.00	12662-27-USD-2	12/1/2024 11/30/2025	OpenRoads Designer SELECT Subscription			3,242.00	16,210.00
			<b>Total Amount Due:</b>		<b>16,210.00</b>		

<b>Remit to:</b> Carahsoft Technology Corporation 11493 Sunset Hills Road Ste 100 Reston, VA 20190 FEIN 52-2189693 DUNS 088365767 CA Sales Tax # SC OHB 100-529633  For questions on this invoice, please contact AR at 703-581-6566 or via email at AR@Carahsoft.com	Currency USD unless otherwise specified	<b>Subtotal</b>	<b>16,210.00</b>
		<b>Total Sales Tax</b>	_____
		<b>Total Amount</b>	<b>16,210.00</b>
		<b>Less Payment</b>	_____
		<b>Amount Due</b>	<b>16,210.00</b>





# Required Vendor Ethics Disclosure Statement

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

Date: 10/24/24

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

Company Name: <b>Carahsoft Technology Corp</b>	Company Contact: <b>Sean Hiebert</b>
Contact Phone: <b>703-871-8500</b>	Contact Email: <b>sales@carahsoft.com</b>

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

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

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

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

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

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[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

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

Authorized Signature

**Signature on file**

Printed Name

Sean Hiebert

Title

Partner Alliance Manager

Date

10/24/24

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