



DU PAGE COUNTY

Technology Committee

Summary

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

Tuesday, August 5, 2025

11:00 AM

Room 3500B

1. CALL TO ORDER

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

MOTION TO ALLOW FOR REMOTE PARTICIPATION

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

2. ROLL CALL

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

3. CHAIRWOMAN'S REMARKS - CHAIR COVERT

No remarks were offered.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [25-1441](#)

Approval of Minutes for the Technology Committee - Regular Meeting - Tuesday, June 3, 2025

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Judith Lukas

6. PROCUREMENT REQUISITIONS

6.A. [TE-P-0010-25](#)

Recommendation for the approval of a contract purchase order to SHI International Corp, for the procurement of Absorb Software Inc. annual licensing and hosting with premium support, for Information Technology, for the period of September 14, 2025 through September 13, 2026, for a contract total amount of \$38,761.23; contract pursuant to the Intergovernmental Cooperation Act (Sourcewell Technology Products & Solutions Contract # 121923-SHI).

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Michael Childress
SECONDER:	Yeena Yoo

6.B. [25-1771](#)

Recommendation for the approval of a contract purchase order to Monday.com LTD, for Work Management enterprise seats for 35 users, for Information Technology, for the period of July 21, 2025 through July 20, 2026, for a total contract amount of \$17,640.17. Per 55 ILCS 5/5-1022(d) exempt from bidding - IT/Telecom purchases which do not exceed \$35,000.

RESULT:	APPROVED
MOVER:	Yeena Yoo
SECONDER:	Michael Childress

7. TRAVEL REQUESTS

7.A. [25-1758](#)

Authorization for an IT staff member to attend the VMware Explore Conference in Clark County, NV from August 25, 2025 through August 28, 2025. Travel to include hotel, mileage, per diem, etc. for an estimated total of \$3,165.

RESULT:	APPROVED
MOVER:	Yeena Yoo
SECONDER:	Judith Lukas

8. INFORMATIONAL ITEMS

8.A. [25-1776](#)

Recommendation for the approval of a contract purchase order to Rhythm Engineering for (1) Game|Changer - a portable traffic data collection system, with a yearly membership, for the Division of Transportation, for a contract not to exceed \$18,500; per 55 ILCS 5/5-1022(c) not suitable for competitive bids. (Sole Source)

RESULT:	APPROVED
MOVER:	Elizabeth Chaplin
SECONDER:	Yeena Yoo

9. PRESENTATION9.A. [25-1759](#)

FY2026 Information Technology Budget Presentation

Anthony McPhearson, Chief Information Officer, began the presentation with an overview of the IT Department and its organizational structure. The IT Department is funded through the General Fund, the Geographic Information System (GIS) Fund, and the Police Records Management System (PRMS) fund. For FY2026, the IT Department is requesting \$12,333,739 from the General Fund (\$3.4M/38% increase from FY2025), \$2,019,594 from the GIS Fund (\$145,200/6% decrease from FY2025), and \$1,931,417 from the PRMS Fund (\$9,586/0.5% increase from FY2025). The IT Department will also be requesting two additional headcounts to support cybersecurity enhancements. For equipment and other contractual services, the FY2026 request is higher than previous years due to the end of ARPA funding.

Due to time constraints, the budget presentation ended at this point and will continue at the next Technology Committee meeting on Tuesday, August 19, 2025.

10. OLD BUSINESS

No old business was discussed.

11. NEW BUSINESS

No new business was discussed.

12. ADJOURNMENT

With no further business, the meeting was adjourned.



Minutes

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

File #: 25-1441

Agenda Date: 8/5/2025

Agenda #: 5.A.



DU PAGE COUNTY

Technology Committee

Final Summary

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

Tuesday, June 3, 2025

11:00 AM

Room 3500B

1. CALL TO ORDER

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

2. ROLL CALL

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

3. CHAIRWOMAN'S REMARKS - CHAIR COVERT

Vice Chair Eckhoff noted that Chair Covert is attending her child's graduation today. He then commented that the IT department did a tremendous job getting the courts back online quickly following the cybersecurity incident.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [25-1379](#)

Approval of Minutes for the Technology Committee - Regular Meeting - Tuesday, May 20, 2025

Attachments: [2025-05-20 Technology Minutes](#)

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Sheila Rutledge

6. PROCUREMENT REQUISITIONS

6.A. [TE-P-0008-25](#)

Recommendation for the approval of a contract to Accela, Inc., for annual subscription service for Accela Velosimo Connect Enterprise for Bluebeam and Citizen Access and Civic Platform for Building & Zoning, Public Works, Stormwater, and Transportation, for the period of June 23, 2025 through June 22, 2029, for a contract total amount not to exceed \$1,144,575.00. Per 55 ILCS 5/5-1022(c) not suitable for competitive bids. (Sole Source - Proprietary Software Maintenance and Support)

Attachments: [Accela \(Velosimo & SAAS\) - PRCC](#)
[Accela \(Velosimo\) - Quote #Q-35144](#)
[Accela \(SAAS\) - Quote #Q-36554](#)
[Accela \(SaaS\) - Sole Source Letter](#)
[Accela \(Velosimo & SaaS\) - VED](#)

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

7. INFORMATIONAL ITEMS

7.A. [JPS-P-0026-25](#)

Recommendation for the approval of a contract to JusticeText, Inc., for the purchase of audiovisual evidence management software licenses, for the Public Defender's Office, for the period of July 1, 2025 through June 30, 2026, for an amount not to exceed \$50,000. Per 55 ILCS 5/5-1022(c) not suitable for competitive bids - Sole Source. (Public Defender's Office)

Attachments: [JusticeText - PRCC.pdf](#)
[Software License Agreement.pdf](#)
[Sole Source .pdf](#)
[Vendor Ethics Disclosure.pdf](#)

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

7.B. [JPS-P-0029-25](#)

Recommendation for the approval of a contract purchase order to ThinkGard, to provide backup and recovery services for the Sheriff's Office, for the period of June 10, 2025 through November 30, 2027, for a contract total not to exceed \$368,853.50. Contract pursuant to the Intergovernmental Cooperation Act (TIPS Contract #220105). (Sheriff's Office)

Attachments: [ThinkGard - PRCC_Redacted.pdf](#)
[ThinkGard - Quote.pdf](#)
[ThinkGard - TIPS Contract.pdf](#)
[ThinkGard - Required Vendor Ethics-25_Redacted.pdf](#)

RESULT:	INFORMATION RECEIVED AND PLACED ON FILE
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MOVER:	Michael Childress
SECONDER:	Kari Galassi

8. OLD BUSINESS

No old business was discussed.

9. NEW BUSINESS

No new business was discussed.

10. ADJOURNMENT

With no further business, the meeting was adjourned.



Technology Requisition \$30,000 and Over

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

File #: TE-P-0010-25

Agenda Date: 8/5/2025

Agenda #: 6.A.

AWARDING RESOLUTION ISSUED TO
SHI INTERNATIONAL CORP.
FOR ABSORB SOFTWARE ANNUAL LICENSING
AND HOSTING WITH PREMIUM SUPPORT
FOR INFORMATION TECHNOLOGY
(CONTRACT TOTAL AMOUNT \$38,761.23)

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 annual licensing and hosting with premium support; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the Sourcewell Technology Products & Solutions 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 annual licensing and hosting with premium support, for the period of September 14, 2025 through September 13, 2026, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for annual licensing and hosting with premium support, for the period of September 14, 2025 through September 13, 2026, for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to SHI International Corp., 290 Davidson Ave., Somerset, NJ 08873, for a contract total amount not to exceed \$38,761.23, per contract pursuant to the Sourcewell Technology Products & Solutions Contract # 121923-SHI.

Enacted and approved this 12th day of August, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 25-1761	RFP, BID, QUOTE OR RENEWAL #: Quote #26445744	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$38,761.23
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 08/05/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$38,761.23
	CURRENT TERM TOTAL COST: \$38,761.23	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: IT	DEPT CONTACT NAME: Debra Deacy
VENDOR CONTACT: Mark Brum	VENDOR CONTACT PHONE: (732) 652-4760	DEPT CONTACT PHONE #: 630-407-5009	DEPT CONTACT EMAIL: Debra.Deacy@dupagecounty.gov
VENDOR CONTACT EMAIL: mark_brum@shi.com	VENDOR WEBSITE: www.shi.com	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Absorb Software Inc. annual hosting with premium support, via the Sourcwell Technology Products & Solutions Contract # 121923-SHI, for \$38,761.23.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This procurement is necessary to continue the modernization of our training infrastructure, ensuring responsiveness and accessibility. This cloud-based Learning Management System (LMS) enhances employee and public training, streamlines official document sign-offs, and aligns with our strategic objectives to foster efficiency and inclusion.			

SECTION 2: DECISION MEMO REQUIREMENTS	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING	

SECTION 3: DECISION MEMO	
SOURCE SELECTION	Describe method used to select source. We are purchasing via the Sourcwell Technology Products & Solutions Contract # 121923-SHI.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). Staff recommends that we use the Sourcwell Technology Products & Solutions pre-bid contract to purchase Absorb Learning Management System. We have been using the system for two years and overall user satisfaction is high. The other option would be to bid the software out and migrate to a new software.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: SHI International Corp.	Vendor#: 14389	Dept: IT	Division:
Attn: Mark Brum	Email: mark_brum@shi.com	Attn: Sarah Godzicki	Email: ITAP@dupagecounty.gov
Address: 290 Davidson Ave.	City: Somerset	Address: 421 N. County Farm Road	City: Wheaton
State: NJ	Zip: 08873	State: IL	Zip: 60187
Phone: (732) 652-4760	Fax:	Phone: 630-407-5037	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SHI International Corp.	Vendor#: 14389	Dept: IT	Division:
Attn:	Email:	Attn: Debra Deacy	Email: Debra.Deacy@dupagecounty.gov
Address: P.O. Box 952121	City: Dallas	Address: 421 N. County Farm Road	City: Wheaton
State: TX	Zip: 75395-2121	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5009	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Sep 14, 2025	Contract End Date (PO25): Sep 13, 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		Absorb Software Inc. Annual Licensing with Premium Support	FY25	1000	1110	53806		38,761.23	38,761.23
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 38,761.23

<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 & Debbie Deacy and copy both when emailing vendor. Please make "First Invoice Allowed Date" 08/12/2025.
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 #: 26445744
 Created On: 7/23/2025
 Valid Until: 9/12/2025

IL-County of DuPage

Debra Deacy

421 N. County Farm Road
 Wheaton, IL 60187
 United States
 Phone: (630) 407-5064
 Fax:
 Email: Debra.Deacy@dupageco.org

Inside Account Manager

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 PRO - Annual License (active users) Absorb Software Inc. - Part#: NPN-ABSOR-PROAN-B Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 9/14/2025 – 9/13/2026 Note: Software, ESD	6000	\$4.50	\$27,000.00
2 PRO - Annual License (inactive users) Absorb Software Inc. - Part#: NPN-ABSOR-PROAN Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 9/14/2025 – 9/13/2026 Note: Software, ESD	25000	\$0.00	\$0.00
3 Hosted SSL Absorb Software Inc. - Part#: NPN-ABSOR-PROAN Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 9/14/2025 – 9/13/2026 Note: Software, ESD	1	\$426.54	\$426.54
4 Absorb Create LI (1 License +) - Annual Licenses Absorb Software Inc. - Part#: NPN-ABSOR-PROAN Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 9/14/2025 – 9/13/2026 Note: Software, ESD	2	\$1,758.70	\$3,517.40
5 Scheduled Data Export - Annual Absorb Software Inc. - Part#: NPN-ABSOR-PROAN Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 9/14/2025 – 9/13/2026 Note: Software, ESD	1	\$3,077.67	\$3,077.67
6 Elite Service - Annual Absorb Software Inc. - Part#: NPN-ABSOR-PROAN Contract Name: Sourcewell- Technology Products & Solutions	1	\$4,739.62	\$4,739.62

Contract #: 121923-SHI
Coverage Term: 9/14/2025 – 9/13/2026
Note: Software, ESD

Total \$38,761.23

Additional Comments

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

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

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

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

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

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

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

1. TERM OF CONTRACT

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

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

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

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

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

Minimum Limits:

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

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

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

SHI International Corp.

Signature on File

Signature on File

By: _____

By: _____

Jeremy Schwartz

Kristina Mann

Title: Chief Procurement Officer

Title: Sr. Manager Contracts

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

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

RFP 121923 - Technology Products and Services with Related Solutions

Vendor Details

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

Submission Details

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Submitter's IP Address: 161.69.54.14



REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	SHI International Corp.
CONTACT PERSON:	Sabrina Bergdoll
CONTACT EMAIL:	Sabrina_Bergdoll@shi.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- Yes
- No

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

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

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

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

Yes

No

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

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

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

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

[Ethics | DuPage Co. IL](#)

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

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

Section IV: Certification

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

Signature on File

Printed Name: Pamela Wilkinson

Signature: _____

Title: Sr. Contracts Administrator

Date: 07/23/2025



Technology Requisition under \$30,000

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

File #: 25-1771

Agenda Date: 8/5/2025

Agenda #: 6.B.



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 25-1771	RFP, BID, QUOTE OR RENEWAL #: INV01250017676	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$17,640.17
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 08/05/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$17,640.17
	CURRENT TERM TOTAL COST: \$17,640.17	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Monday.com LTD	VENDOR #: 35961	DEPT: IT	DEPT CONTACT NAME: Don Ehrenhaft
VENDOR CONTACT: Barbara Lima	VENDOR CONTACT PHONE: 209-781-8690	DEPT CONTACT PHONE #: 630-407-5014	DEPT CONTACT EMAIL: Don.Ehrenhaft@dupagecounty.gov
VENDOR CONTACT EMAIL: BarbaraLi@monday.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Monday.com Work Management enterprise seats for 35 users, exempt from bidding per 55 ILCS 5/5-1022 'Competitive Bids' (D) IT/Telecom purchases under \$35,000, in the amount of \$17,640.17.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Monday.com is used extensively by multiple IT teams for project and task management, stakeholder engagement, communication, strategic planning, and data visualization. This yields improvements in efficiency and cross-agency collaboration.			

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

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Monday.com LTD	Vendor#: 35961	Dept: IT	Division:
Attn: Barbara Lima	Email: BarbaraLi@monday.com	Attn: Sarah Godzicki	Email: ITAP@dupagecounty.gov
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone: (209) 781-8690	Fax:	Phone: 630-407-5037	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Monday.com LTD	Vendor#: 35961	Dept: IT	Division:
Attn:	Email:	Attn: Don Ehrenhaft	Email: Don.Ehrenhaft@dupagecounty.gov
Address: 111 E 18th St, 13th Floor	City: New York	Address: 421 N. County Farm Road	City: Wheaton
State: NY	Zip: 10003	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5014	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jul 21, 2025	Contract End Date (PO25): Jul 20, 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		Monday.com Work Management Enterprise Seats for 35 Users	FY25	1000	1110	53806		17,640.17	17,640.17
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 17,640.17

<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 Don Ehrenhaft and copy both when emailing PO to vendor. Please make "First Invoice Allowed Date" July 16, 2025.
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.

Bill To:

DuPage County
 421 N County Farm Road
 Wheaton
 IL
 60187-3978
 United States
 Requestor: Richard Burnson, Deputy CIO

Ship To:

DuPage County
 421 N County Farm Road
 Wheaton
 IL
 60187-3978
 United States
 TIN Number: E99974551

TAX Invoice: INV01250017676 - Original

#	Description	Start Date	End Date	Quantity	Unit Price	Discount	Total Price
1	monday work management - Enterprise	2025	Jul 20, 2026	35 Seats	52	19.23%	17,640.17

Total price in USD	17,640.17
Sales Tax in USD	0.00
Total in USD	17,640.17

Details

Due Date: Aug 15, 2025
 Payment Terms: Net 30
 Sales Rep: Alec Freidhof
 Account Name: DuPage-County-IT (17853301)
 Customer Number: 107391
 SO#: SO01250016348 , Q-09904

Payment instructions

1. Please use the following wire transfer/ACH details in order to process your payment.
2. Wire transfer/ACH should be made in invoice currency.
3. The invoice number should be referenced in order to match your payment to the correct invoice.

Wire Instruction:

Bank Name	Citibank N.A. New York
Bank Address	388 Greenwich Street, New York, NY 10013
Account Name	monday.com LTD
Currency	USD
Account Number	██████████
SWIFT	CITIUS33
ABA Routing Number	██████████

Checks (preference is for ACH/Wire):
Please send checks to:
monday.com Ltd 111 E 18th St, 13th Floor,
New York, NY 10003, United States



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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	monday.com Ltd.
CONTACT PERSON:	Alec Freidhof
CONTACT EMAIL:	alecfr@monday.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- Yes
- No

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

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

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

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

Yes

No

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

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

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

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[Ethics | DuPage Co. IL](#)

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

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

Section IV: Certification

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

Signature on File

Printed Name: Eliran Glazer

Signature: _____

Title: Chief Financial Officer

Date: 7/24/2025



Authorization to Travel

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

File #: 25-1758

Agenda Date: 8/5/2025

Agenda #: 7.A.



DuPage County Employee Overnight Business Travel Expense Reimbursement

Request

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

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

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

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

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

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

Employee Name: [REDACTED]

Employee Email Address: [REDACTED]

Department: Information Technology

Supervisor Email: Joe.Hamlin@dupagecounty.gov

Secondary Department Contact (Department Admin or Accounts Payable):

Sarah.Godzicki@dupagecounty.gov

Description of the Requested Business Travel

Event or Conference Name: VMware Explore

Event Location (City/State): Clark County, NV

Description of conference, training or other events including County business purpose: VMware Explore attendees learn how to leverage private cloud and private AI, sharpen their cloud expertise, and become the strategic architects of their technology ecosystem. DuPage County relies on virtual infrastructure built on VMware software, and this conference helps us not only plan strategically our goals, but also allows me to build skills with hands-on labs for advanced troubleshooting in an event of a production outage.

Start date of conference, training or other out of town event: 08-25-2025

End date of conference, training or other out of town event: 08-28-2025

Departure travel date: 08-25-2025

Return travel date: 08-28-2025

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

Estimate of costs for the requested business travel

Budget Account Code:

Registration fees for conference, training or event: \$1595

Form of Payment: Employee reimbursement

Estimated transportation cost to and from location: \$240

Describe methods of transportation to and from location: \$80 x 2 (Taxi in Illinois) \$40 x 2 (Taxi in Nevada)

Rental Vehicle request:

Provide estimated rental car cost: \$

Describe reason(s) for vehicle rental:

Business Travel Expense Policy - Supplemental Insurance:

Total Estimated Lodging Costs: \$1000

Description of lodging needs, including number of nights and cost per night: \$175/night hotel x 4 nights. (Price block till Aug 6th from VMware Explore event). \$700 = Hotels \$300 = Flights (round trip, American Airlines/United etc)

Meal Per Diem Policy

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

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

Estimate Total Per Diem expenses: \$330

Estimate such additional expenses: \$0

Describe expected additional expenses:

Estimated total cost of the requested Overnight Business Travel: \$3165

Confirmation and Submission

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

Employee Name: [REDACTED]

Instructions for Immediate Supervisor other than Department Head

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

Instructions for Department Head

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

Instructions for Parent Committee Chair

Please review this Overnight Business Travel Request Form. If \$2,500 or less, and you approve the requested travel, please print this form, sign below, scan, and return via email to the Department Head. If more than

\$2,500, place this item on the agenda of the relevant Parent Committee. After approval by the Parent Committee, please print this form, sign below, scan, and return via email to the Department Head.

REVIEWED BY AND DATE APPROVED:

Department Head: **Signature on File** _____

Date: **07/22/2025** _____

Committee Chair: _____

Date: _____

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

Committee Name: Technology Committee _____

Meeting Date: 08/05/2025 _____



Transportation Requisition under \$30,000

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

File #: 25-1776

Agenda Date: 8/5/2025

Agenda #: 9.B.



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 25-1776	RFP, BID, QUOTE OR RENEWAL #: Sole Source	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$18,500.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 08/05/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$18,500.00
	CURRENT TERM TOTAL COST: \$18,500.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Rhythm Engineering	VENDOR #: 	DEPT: Division of Transportation	DEPT CONTACT NAME: Stephen Zulkowski
VENDOR CONTACT: Ashley Reynolds	VENDOR CONTACT PHONE: 913.227.0603	DEPT CONTACT PHONE #: 6900	DEPT CONTACT EMAIL: stephen.zulkowski@dupagecounty.gov
VENDOR CONTACT EMAIL:	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.). Game Changer, a portable traffic data collection system for highways, roads, intersections, and round-a-bouts, with near real time access to all vehicle, pedestrian, and bicycle classifications, counts, speed, and traffic data.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This traffic data collection system will deliver Automated Pedestrian and Bicycle Counts, Automated Turning Movement Counts, Vehicle Volume, Speed, and Classification with no additional labor effort to transfer or post-process a video file to achieve report of desired traffic data collection.			

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

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOLE PROVIDER OF A LICENSED OR PATENTED GOOD OR SERVICE
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific. Rhythm Engineering is the sole manufacturer and provider of the Game Changer. It is not manufactured, licensed or distributed by any other entity. The Game Changer equipment and associated services, eliminates labor intensive parts of field data collection by automatically processing traffic data and making data available by web download.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not. Market Not tested, Vendor solution offers an alternate data processing solution that functions as a (unlimited-use) 12 month subscription instead of paying to process video by each hour processed. Solution's included subscription is believed to be better for DOT operations (reduced labor per study) and will be verified during first 12 months of use.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted. Two major vendors in the space offer field deployable cameras for purchase with a parallel business to upload recorded videos to process selected hours (for a fee) to output traffic counts Miovision Scout Plus, sales@traffcon.com , 440-951-8929, Muhammad Miah Miovision Traffic Studies Cloud, https://miovision.com/solutions/data-collection-traffic-studies/ StreetLogic CountCAM4 , sales@streetlogic.pro , 612-614-1411 Streetlogic, Count Cloud, https://www.streetlogic.pro/products/countcloud

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Rythym Engineering	Vendor#:	Dept: DOT Finance	Division:
Attn:	Email:	Attn:	Email: DOTFinance@dupagecounty.gov
Address: 14019 W. 95th Street	City: Lenexa	Address: 421 N. County Farm Road	City: Wheaton
State: KS	Zip: 66215	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Same as above	Vendor#:	Dept: DOT Traffic	Division:
Attn:	Email:	Attn: Stephen Zulkowski	Email:
Address:	City:	Address: Same as above	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Aug 5, 2025	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		Game Changer Portable Traffic Data Collection System	FY25	1500	3500	52000		14,500.00	14,500.00
2	1	EA		Game Changer Data Collection Package	FY25	1500	3500	53807		4,000.00	4,000.00
										Requisition Total \$	18,500.00

FY is required, ensure the correct FY is selected.

Comments

HEADER COMMENTS	Provide comments for P020 and P025. Contract purchase order for (1) Game Changer, a portable traffic data collection system, for the Division of Transportation.
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, stephen.zulkowski@dupagecounty.gov and reggie@rythmtraffic.com
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

Signature on file

Quotation/Offer

Applicable taxes are not included.

Name	Price	QTY	Subtotal
Game Changer Includes count analytics, vehicle classifications, speed data + use of Game Changer software with unlimited timing plan creation + near miss analytics + 1 single battery w/ charger included (20 hours of data processing time)	\$8,000.00	1	\$8,000.00
Full Battery Capacity Option w/ Case 1+7=8 total batteries equates to 160 hours of data processing time with hot swappable batteries	\$5,800.00	1	\$5,800.00
Data Collection Package: w/ 4g LTE Yearly fee for unlimited data collection and analysis with automatic 4g LTE data uploads	\$4,000.00	1	\$4,000.00
Comprehensive Warranty. Included. 2 Year Hardware, 1 Year Software, 1 Year Technical Support	\$0.00	1	\$0.00
Accessory Kit Case for all accessories, tools, locks, straps, & camera , etc.	\$350.00	1	\$350.00
Shipping and Handling	\$350.00	1	\$350.00

Total \$18,500.00

Signature: _____

Date: _____



Game|Changer

Portable, Battery-Powered, AI Traffic Data Collector

Proposal for

DuPage County, IL

Prepared for:
Stephen Zulkowski

From the desk of: Reggie Chandra.

Dear Mr. Stephen Zulkowski:

Thank you for your interest in Rhythm Engineering's traffic solutions.

Per your request, I am attaching a proposal for procuring an AI-powered, portable, battery powered, turning movement counting solution for DuPage County, IL. This solution is powered by artificial intelligence and helps you collect data round-the-clock. The system processes the data in the field and is capable of transmitting the data over a cellular modem to the cloud.

This proposal recommends **Game|Changer**, our advanced and portable data collection system, as the ideal solution to address your data collection challenges. The proposed solution is a battery-powered system designed to deliver precise, real-time insights into pedestrian, bicycle, and vehicle movements, empowering you to optimize traffic flow and enhance safety effectively. Game|Changer provides the comprehensive functionality, including:

- **Automated Pedestrian and Bicycle Counts:** Game|Changer captures accurate pedestrian and bicycle counts using a high-resolution 4 MP camera and edge-based video processing, enabling precise monitoring of multimodal traffic.
- **Automated Turning Movement Counts:** With its advanced video analysis capabilities, Game|Changer offers precise turning movement counts at intersections, allowing you to track vehicle movements and enhance intersection performance.
- **Vehicle Volume, Speed, and Classification:** Game|Changer can measure vehicle volume, speed, and classification data, delivering robust insights to support data-driven traffic management and safety improvements.

Additional key benefits of the **Game|Changer**, our proposed solution, include:

- **Streamlined Setup and Scheduling:** Designed for quick and intuitive deployment, the **Game|Changer** features a user-friendly configuration interface. Staff can specify operational days and times, allowing for targeted data collection with minimal time on-site. This simple setup process reduces labor costs and improves study efficiency.
- **Dependable Power and Portability:** Featuring a rechargeable battery system, **Game|Changer** offers extended operational periods with minimal recharging requirements. Its compact and durable design allows for deployment across multiple sites, making it adaptable for short- and long-term studies.

We believe that **Game|Changer**, our proposed solution, perfectly aligns with the DuPage County, IL's objectives in traffic management. This solution provides the precision necessary for high-quality data

and significantly saves time and cost, supporting your goals for safer and more efficient urban mobility.

The counts are collected in a database for seamless analysis and timing plan generation + near miss analytics coming in the fall of 2025.

I am looking forward to connecting with you soon.

Sincerely,

Signature on file

Reggie Chandra, Ph.D., PE

Founder & CEO at Rhythm Engineering

email: reggie@rhythmtraffic.com

Phone: (775) 400-0216

Game|Changer

**UNLIMITED TRAFFIC DATA,
UNBELIEVABLE VALUE**

PORTABLE | POWERFUL | AFFORDABLE



AI-POWERED TRAFFIC DATA COLLECTION & SIGNAL OPTIMIZATION

- **Pedestrians, bicycles, vehicles** with classification.
- **Unlimited data**, no hourly processing fees.
- **Real-time insights** for smarter traffic management.
- **Extraordinarily Economical:** Collect data around the clock for just pennies an hour.
- **Simplify your workflow** by eliminating manual video uploads and human counting.
- **Proven, award-winning technology** trusted by leading traffic professionals.



rhythmtraffic.com/gamechanger

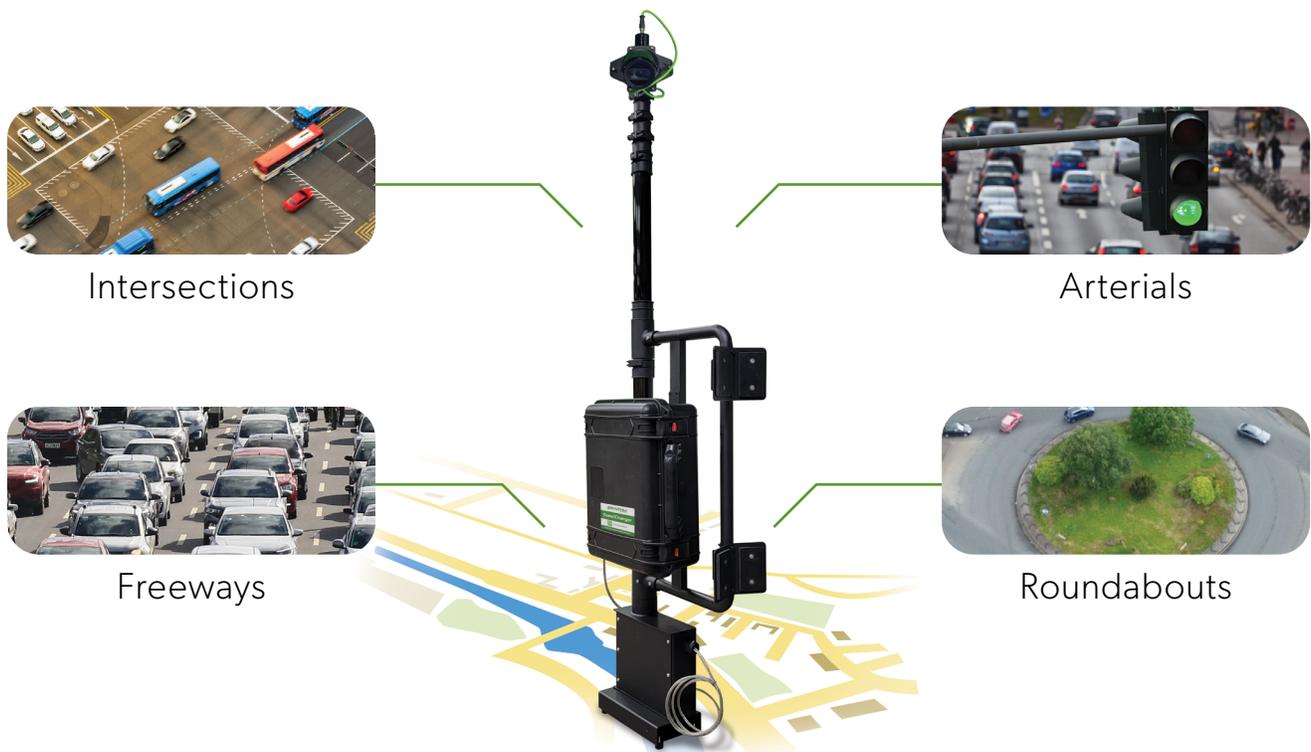
Advanced Technology

AI TRAFFIC DATA COLLECTION MADE SIMPLE



- Effortless one-person field installation in under 7 minutes.
- AI edge-processing: Zero manual video uploads.
- Immediate cloud data transmission via cellular.
- Collects comprehensive data: vehicles, pedestrians, bicycles, classifications, and speeds.
- Collects, Processes, and Transmits data near-real-time.

VERSATILE APPLICATIONS



Game-Changing Benefits

UNLIMITED DATA COLLECTION, EXCEPTIONAL AFFORDABILITY



Unlimited, 24/7/365 data at an unbeatable \$0.39/hour.



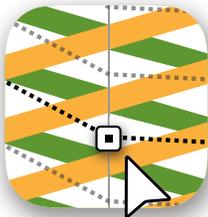
Near-instant data availability for informed decisions.



Accurate pedestrian and bicycle counts to enhance safety and planning.



Over 30 interactive charts and deep analytics dashboards.



Seamlessly generate optimized traffic signal timing plans.



Extendable battery supports up to 100 hours of field analysis.



Time-of-day scheduling flexibility for targeted data insights.



Precise speed study capability for informed infrastructure decisions.

MASSIVE SAVINGS, MAXIMUM EFFICIENCY

- No costly hourly data processing fees.
- Dramatically reduced human resource requirements.
- Complete field processing reduces overall workflow complexity.
- Pays for itself after just one field deployment - enjoy free counts for the rest of the year!

Real Results, Real Savings



INDUSTRY-ACCLAIMED SOLUTION

Recognized as the “Best ITS Implementation Project” by ITS Arizona, 2022.



TRUSTED TESTIMONIALS



“It just makes it easier, because now you have real numbers to look at.”

Bruce Dressel, Arizona DOT



“Immediate results, impressive ease of use, unmatched support. Rhythm understands our needs.”

Matt Schlacter, PE, Columbia County, GA



Any time you call them, they are there to help and guide you step-by-step.

Charles DeVitis, Upper Merion Township, PA



AI technology helps move traffic better. Rhythm Engineering is leading the way in applying AI in traffic engineering.

Bill Henry, PE, Little Rock, AR

ELEVATE YOUR TRAFFIC DATA STRATEGY

REPLACE CUMBERSOME AND COSTLY METHODS—EXPERIENCE UNLIMITED DATA WITH UNBEATABLE AFFORDABILITY.

Discover how AI-Powered Game|Changer can transform your operations today!

Game|Changer

rhythmtraffic.com/gamechanger

Quotation/Offer

Applicable taxes are not included.

Name	Price	QTY	Subtotal
Game Changer Includes count analytics, vehicle classifications, speed data + use of Game Changer software with unlimited timing plan creation + near miss analytics + 1 single battery w/ charger included (20 hours of data processing time)	\$8,000.00	1	\$8,000.00
Full Battery Capacity Option w/ Case 1+7=8 total batteries equates to 160 hours of data processing time with hot swappable batteries	\$5,800.00	1	\$5,800.00
Data Collection Package: w/ 4g LTE Yearly fee for unlimited data collection and analysis with automatic 4g LTE data uploads	\$4,000.00	1	\$4,000.00
Comprehensive Warranty. Included. 2 Year Hardware, 1 Year Software, 1 Year Technical Support	\$0.00	1	\$0.00
Accessory Kit Case for all accessories, tools, locks, straps, & camera , etc.	\$350.00	1	\$350.00
Shipping and Handling	\$350.00	1	\$350.00

Total \$18,500.00

Signature: _____

Date: _____

Game|Changer



Game|Changer HARDWARE SPECIFICATIONS Version 1.0

Game|Changer is the most advanced AI-based data collection solution on the market and provides immediate results with a GPU at the edge and cellular connectivity.

FEATURES

- Collect unlimited traffic data year-round with a cost-effective, flat annual license.
- Instant, automated uploads deliver real-time access to your data.
- Accurately detects and classifies pedestrians, bicycles, and vehicles.
- Perform detailed speed studies on intersections, arterials, freeways, and roundabouts.
- On-device AI processes video streams at the edge, eliminating the need for external uploads.
- Supports up to five 12V 50Ah LiFePO₄ batteries for 100+ hours of field processing.
- Customizable study schedules maximize battery efficiency.
- Hot-swappable batteries enable continuous, uninterrupted data collection.
- Deep data analytics, rich data charting, and optimized timing plans.

HARDWARE COMPONENTS

Included Components:

- Extendable pole with network cable retractor and pole mount brackets
- Two lockable ratchet straps for pole mounting
- 4MP wide angle camera with sun-shield and M12 network cable
- Equipment case which houses:
 - › Two rechargeable 12V 50Ah LiFePO₄ batteries
 - › 20A circuit breaker and switch
 - › Advanced AI-based NVIDIA GPU and processing unit with cellular and Wi-Fi capabilities
 - › Industrial 5-port Gigabit PoE switch
 - › PoE Injector
- Padlocks for ratchet straps, case lid, and case mount
- Steel cable lock to prevent theft
- Battery charger

Spare Components Sold Separately:

- Ratchet strap
- Padlock
- Battery charger
- 12V 50Ah LiFePO₄ battery

CAMERA

Field of View: Horizontal – 130 deg., Vertical – 81 deg.

Resolution: 2688x1512 (16:9)

Video Compression: H.265, H.264, MJPEG

Illumination: Color – 0.18 lux, B/W – 0.04 lux or 0 lux with IR on, Built-in IR illumination

Power: PoE IEEE 802.3af/at Type 1 Class 3, Typical 5 W, Max 12.95 W

Material: Aluminum with plastic case and sunshield

Weight: 1.1 lb. (0.491 kg)

Dimensions: Length – 6.7 in. (170 mm), Diameter – 4.0 in. (101 mm)

Enclosure Rating: IP67, NEMA 4X, IK08

Environment: -30C to +74C operating temperature, -40C to +65C storage temperature

BATTERY AND POWER

Capacity (ea.): 12V, 50Ah, 640 Wh LiFePO₄ batteries

Recharge Time from Full Depletion (ea.): 10 hours (with 5A charger)

Temperature Range: Discharge – -20C to +55C, Charge – 0C to +55C

Size (ea.): 9.1 in L x 5.3 in W x 7.1 in H (232 mm x 135 mm x 181 mm)

Weight (ea.): 12.65 lbs (5.74 kg)

Active BMS Protection: Over-voltage, Under-voltage, Short Circuit

Charger: 12V 5A LiFePO₄ charger included

AI-BASED GPU AND PROCESSING UNIT

Model: NVIDIA Orin Nano Super 8GB

GPU: 1024-core NVIDIA Ampere GPU with 32 Tensor Cores, 625 MHz

CPU: 6-core Arm Cortex-A78AE v8.2 64-bit CPU, 1.5MB L2 + 4MB L3, 1.7 GHz

AI Performance: 67 TOPS

Memory: 8 GB 128-bit LPDDR5, 102 GB/s

Storage: 128 GB industrial M.2 SSD

Power: 9-28 VDC, 7-15 W

Interfaces: 1x Gigabit Ethernet, 2x USB 3.1 Type-A, 1x HDMI 2.0

JetPack: 6.2

Dimensions: 4.3 in. x 5.1 in. x 2.4 in. (110 mm x 130 mm x 60 mm)

Weight: 1.7 lbs. (760g)

Environment: Operating Temperature – -25C to +85C, Storage Temperature – -40C to +85C

EQUIPMENT CASE

Materials: Engineering Plastic

Security:

Contains two short padlocks to prevent the case from being opened. One long padlock is used to secure the case to the mounting brackets of the pole and the steel cable which should be wrapped around the pole.

Dimensions: 19.1 in. x 15.0 in. x 12.2 in (484 mm x 382 mm x 310 mm)

Weight (empty): 9.3 lbs. (4.20 kg)

Weight (no batteries installed): 19.35 lbs (8.78 kg)

Enclosure Rating: IP67

POLE AND MOUNT

Materials: Pole – black carbon fiber, Brackets – black powder-coated aluminum

Dimensions: Pole (fully extended) – 21 ft 3 in. (6.57 m), Pole (fully retracted) – 6 ft. (1.8 m)

Weight: 18.35 lbs (8.32 kg)

Ratchet Straps: 8 ft. L x 1.5 in. W (2.4 m x 38.1 mm); includes small padlock for security

CONNECTIVITY

Ethernet: 5-port Gigabit PoE switch

Cellular: LTE, Verizon M2M/IoT

Wi-Fi (in/outbound): 802.11 a/b/g/n/ac, 2.4 and 5 GHz.

ENVIRONMENT

Operating Temperature: -20C to +55C

Storage Temperature: -40C to +65C, (battery: 0C to +55C)

Humidity: 5% to 95% non-condensing

We trust that the information here is helpful and if you have any further questions or require further support please don't hesitate to reach out to us at:



support@rhythmtraffic.com



913.227.0603



rhythmtraffic.com/contact



We trust that the information here is helpful and if you have any further questions or require further support please don't hesitate to reach out to us at:



support@rhythmtraffic.com



913.674.9846



rhythmtraffic.com/contact





June 24, 2025

DuPage County
Stephen Zulkowski
421 N. County Farm Rd
Wheaton, IL 60187
Stephen.zulkowski@dupagecounty.gov

RE: Rhythm Engineering as the sole provider of Game|Changer.

Rhythm Engineering, LLC provides GameChanger, the only portable traffic data collection system for highways, roads, intersections, and round-a-bouts, with near real time access to all vehicle, pedestrian, and bicycle classifications, counts, speed, and traffic data. Our unique technology, designed to provide accurate counts and seamlessly generate optimized timing plans, is protected by five United States patents: numbers 8,050,854; 8,103,436; 8,253,592; 8,653,989; and 8,922,392.

Rhythm Engineering is the sole manufacturer and provider of the Game|Changer system. It is not manufactured, licensed or distributed by any other entity. The Game|Changer equipment and our associated services, including software configuration and yearly data packages, always come directly from Rhythm.

This letter is to confirm that Rhythm Engineering is the sole provider of Game|Changer, that no other entity is authorized to provide the Game|Changer system.

Specific Benefits:

- Cost-effective data collection solution providing unlimited data 24/07/365.
- Near-real-time data transmission for ALL collected data.
- Seamless deep data analytics with over 30 charts and customizable dashboards.
- Seamless generation of optimized traffic signal timing plans.
- Single person, under ten-minute, field set up.
- Expandable battery capability to process and analyze up to 100 hours of field data.
- Ability to schedule traffic counts by time-of-day.

Any questions or if further information is necessary, please let me know.

Best Regards,

Signature on file

Ashley Reynolds | Project Manager | **Rhythm Engineering**

14019 W. 95th St | Lenexa, KS 66215 | P 913.227.0603
24 Hour Technical Support: 913.6Rhythm | 913.674.9846

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[Facebook](#) | [LinkedIn](#) | [Vimeo](#) | [Website](#)

Bringing Loved Ones to their Destinations Safer and Faster.



REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	Rhythm Engineering, LLC
CONTACT PERSON:	Mat Morgan
CONTACT EMAIL:	mathew@rhythmtraffic.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- Yes
- No

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

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

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

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

Yes

No

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

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

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

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

[Ethics | DuPage Co, IL](#)

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

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

Section IV: Certification

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

Printed Name: Ashley Reynolds

Signature Signature on file

Title: Project Manager

Date: 6/24/2025



Presentation

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

File #: 25-1759

Agenda Date: 8/5/2025

Agenda #: 9.A.
