



DU PAGE COUNTY

Technology Committee

Final Regular Meeting Agenda

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

Tuesday, October 17, 2023

11:30 AM

Room 3500A

1. CALL TO ORDER

2. ROLL CALL

3. CHAIRWOMAN'S REMARKS - CHAIR YOO

4. PUBLIC COMMENT

5. APPROVAL OF MINUTES

5.A. [23-3267](#)

Approval of Minutes for the Technology Committee - Regular Meeting - Tuesday, October 3, 2023

6. PROCUREMENT REQUISITIONS

6.A. [TE-P-0067-23](#)

Recommendation for the approval of a contract purchase order to Infor (US) Inc., for ERP software maintenance and support, for Information Technology. This contract covers the period of November 13, 2023 through November 12, 2024, for a contract total amount of \$203,506.51. Exempt from bidding per DuPage County Purchasing Ordinance, Article 2-347(5) - Sole Source. This is proprietary software that must be maintained by the vendor, Infor (US) Inc.

6.B. [TE-P-0068-23](#)

Recommendation for the approval of a contract purchase order to SHI International Corp, for an Enterprise Term Lease Agreement with Adobe Systems Inc., for Adobe software licensing for use by DuPage County and the Forest Preserve District of DuPage County. This contract covers the period of November 10, 2023 through November 9, 2024, for Information Technology, for a contract total of \$142,076.84. Contract pricing pursuant to the National Joint Powers Alliance / Sourcewell Contract #081419-SHI cooperative purchasing agreement, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act". The Forest Preserve will be charged back for their portion of this purchase.

6.C. [TE-P-0069-23](#)

Recommendation for the approval of a contract purchase order to MHC Software, Inc., for annual maintenance of the Enterprise Content Management System that integrates with the ERP system for Finance and Human Resources, for Information Technology. This contract covers the period of December 1, 2023 through November 30, 2024, for a contract total amount of \$81,043.79. Exempt from bidding per 55 ILCS 5/5-1022(c) "Competitive Bids" not suitable for competitive bids - Sole Source. This is a proprietary system.

6.D. [23-3305](#)

Recommendation for the approval of a contract purchase order to Service Express, for the procurement of warranty support for servers, for Information Technology. This contract covers the period of October 31, 2023 through January 31, 2024, for a contract total amount of \$4,548.45. Exempt from bidding per 55 ILCS 5/5-1022 'Competitive Bids' (D) IT/Telecom Purchases Under \$35,000.

7. INFORMATIONAL ITEMS7.A. [23-3059](#)

TE-P-0418A-21 - Amendment to Resolution TE-P-0418-21 issued to AT&T Mobility for cellular and wireless services for the various departments of the County of DuPage, to increase the encumbrance in the amount of \$60,000, for the Division of Transportation, resulting in an amended contract amount of \$1,127,950, an increase of 5.62%.

7.B. [23-3239](#)

Recommendation for approval of a contract purchase order to Carahsoft Technology Corporation, for license renewals for software used to design highways, intersection improvements, traffic signal systems and other roadway related improvements, for the period of December 1, 2023 through November 30, 2024, for the Division of Transportation, for a contract not to exceed \$15,150. Per 55 ILCS 5/5-1022 (d) IT/Telecom purchases under \$35,000.

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



Minutes

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

File #: 23-3267

Agenda Date: 10/17/2023

Agenda #: 5.A.



DU PAGE COUNTY

Technology Committee

Final Summary

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

Tuesday, October 3, 2023

11:30 AM

Room 3500A

1. CALL TO ORDER

11:30 AM meeting was called to order by Chair Yeena Yoo at 11:13 AM.

2. ROLL CALL

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

3. CHAIRWOMAN'S REMARKS - CHAIR YOO

Chair Yoo announced that the IT Web team won two awards from the National Association of Government Web Professionals. The first is the Members Choice Award for the best in government web communications, design, development, and innovation, in the City/County Large Population Group, for the new County website. The second award is for Excellence in Digital Innovation and Engagement for the DuPage County Victims of Domestic Violence QR Code Project. She and the committee congratulated the Debbie Deacy and the Web team for their achievements.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [23-3199](#)

Approval of Minutes for the Technology Committee - Regular Meeting - Tuesday, September 19, 2023

Attachments: [2023-09-19 Technology Minutes](#)

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

6. BUDGET TRANSFERS

6.A. [23-3200](#)

Budget adjustment total of \$1,287,050 from 6000-1225-54100 (IT Projects Capital Infrastructure - IT Equipment) for the following: \$102,000 to 6000-1225-53020 (IT Projects Capital Infrastructure - Information Technology Services), \$218,280 to

6000-1225-53806 (IT Projects Capital Infrastructure - Software Licenses), and \$966,770 to 6000-1225-53807 (IT Projects Capital Infrastructure - Software Maintenance Agreements) to cover the cost of Tyler travel expenses, software licensing, and software maintenance through FY2023.

Mr. McPhearson explained that this budget transfer is necessary because, while the items have been budgeted for, the funds begin in one budget line and need to be reallocated to the correct lines to cover invoices from Tyler.

Member Eckhoff asked how the Tyler property tax implementation is coming along. Mr. McPhearson said it is going better than it was. He said we went live in January but we have been doing cleanup work since. He said we seem to run into new issues periodically that we need to address. Deputy Treasurer Paul Hinds agreed with Mr. McPhearson and said we do find challenges which Tyler then helps to fix. He said there are still issues with the assessors uploads, but the team was working on it yesterday and it appears to be fixed.

Member Eckhoff commented that the Circuit Court Clerk had some issues with Tyler a year or so ago. Mr. McPhearson explained that their office is not using Tyler's application directly, but they are using eFile Illinois, which is the state-mandated electronic filing application. He said that application needs to integrate with the Circuit Court Clerk's case management system, and there were integration issues with Tyler. He said he escalated those issues to Tyler leadership and they have been working directly with the Circuit Court Clerk and things have improved. Mr. McPhearson said DuPage County is in better shape than others, noting that Cook County started the same implementation of the same application in 2015 and still are not done with their implementation.

Member White asked if the extra work solving these issues is part of the original contract or additional costs. Mr. McPhearson said it is included in the original contract. Mr. Hinds explained that we have benchmarks Tyler must complete before we will pay them. Mr. McPhearson said the contract was written in milestones, which is something he recommends for all contracts.

Attachments: [\\$1,287,050.00 \(Tyler Expenses FY23\)](#)

RESULT:	APPROVED
MOVER:	Sheila Rutledge
SECONDER:	Kari Galassi

7. PROCUREMENT REQUISITIONS

7.A. [TE-P-0066-23](#)

Recommendation for the approval of a contract purchase order to CyberRisk Alliance LLC, for a membership in the CyberSecurity Collaborative through the National Association of Counties (NACo), for Information Technology. This contract covers the

period of November 24, 2023 through November 23, 2026, for a contract total amount of \$34,999. Exempt from bidding per 55 ILCS 5/5-1022 'Competitive Bids' (D) IT/Telecom Purchases Under \$35,000. (ARPA ITEM)

Member Carrier asked Mr. McPhearson to expand on what is included with this procurement. Mr. McPhearson said this is a critical organization for us to be a part of. He said it is essentially cybersecurity experts throughout the nation who come together to create templates, do exercises, plan for cybersecurity issues, and provide tools and templates that would be difficult for us to do without them. He said this is in addition to our cybersecurity specialist. He said being part of this organization probably saves us hundreds of thousands, if not millions of dollars a year because they help Michelle and others with cybersecurity questions, issues, and other things of that nature. Chair Yoo noted that we have been part of this organization since 2020. Member White said this organization works a lot with counties and has a lot of experience helping counties, so if someone encounters a threat they would let other members know. Mr. McPhearson confirmed.

Attachments: [CyberRisk Alliance \(Cybersecurity Collaborative\) - PRCC](#)
[CyberRisk Alliance \(Cybersecurity Collaborative\) - Quote](#)
[CyberRisk Alliance \(Cybersecurity Collaborative\) - VED](#)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Patty Gustin
SECONDER:	Cynthia Cronin Cahill

7.B. [23-3201](#)

Recommendation for the approval of a contract purchase order to Tyler Technologies, Inc., for the purchase of Tyler One Identity Workforce Advanced multifactor authentication software for the Tyler IaaS World Software, for Information Technology. This contract covers the period of October 4, 2023 through October 3, 2024, for a total contract amount of \$17,775. Exempt from bidding per 55 ILCS 5/5-1022 'Competitive Bids' (D) IT/Telecom purchases under \$35,000.00.

Mr. McPhearson said this item is not directly related to the budget transfer at all and is its own separate item. He said this is to add multi-factor authentication for the Tyler system to have additional security coverage.

Attachments: [Tyler Technologies - PRCC](#)
[Tyler Technologies - Quote #2023-426000-R7K4C1](#)
[Department VED Placeholder](#)

RESULT:	APPROVED
MOVER:	Sheila Rutledge
SECONDER:	Patty Gustin

8. INFORMATIONAL ITEMS

8.A. [DC-P-0017-23](#)

Recommendation for the approval of a contract to Accela, Inc., for annual subscription service for Velosimo software integration between Accela on-line permitting software and Bluebeam plan review software, for the period of December 1, 2023 through November 30, 2024, for a contract total amount not to exceed \$30,618 (Building & Zoning - \$7,654.50, Division of Transportation - \$7,654.50, Public Works - \$7,654.50, Stormwater - \$7,654.50). Per 55 ILCS 5/5-1022 (d) IT/Telecom purchases under \$35,000.

Member Carrier noted that there is a spelling error in the justification on the procurement checklist where it said bride instead of bridge.

Attachments: [PRCC Accela - Velosimo FY24.pdf](#)
 [Accela - Velosimo Renewal Form FY24](#)
 [Vendor Ethics Placeholder.pdf](#)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Patty Gustin
SECONDER:	Kathleen Carrier

9. OLD BUSINESS

Chair Yoo said there was a cybersecurity email sent out by Michelle Amanti regarding October being cybersecurity month.

10. NEW BUSINESS

No new business was discussed.

11. ADJOURNMENT

With no further business, the meeting was adjourned.



Technology Requisition \$30,000 and Over

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

File #: TE-P-0067-23

Agenda Date: 10/17/2023

Agenda #: 6.A.

AWARDING RESOLUTION ISSUED TO
INFOR (US) INC.
FOR ERP SOFTWARE MAINTENANCE AND SUPPORT
FOR INFORMATION TECHNOLOGY
(CONTRACT TOTAL NOT TO EXCEED \$203,506.51)

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

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

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

WHEREAS, in accordance with the Chief Procurement Officer's determination, the Technology Committee recommends County Board approval for the issuance of a contract to Infor (US) Inc., for annual ERP software maintenance and support, for the period of November 13, 2023 through November 12, 2024, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for annual ERP software maintenance and support, for the period of November 13, 2023 through November 12, 2024 for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Infor (US) Inc., NW 7418, PO Box 1450, Minneapolis, MN 55485-7418, for a contract total amount not to exceed \$ 203,506.51. Pursuant to 55 ILCS 5/5-1022 (c) not suitable for competitive bids. (Sole provider - this is proprietary software that must be maintained by the vendor, Infor (US) Inc.)

Enacted and approved this 24th day of October, 2023, 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#: 23-3107	RFP, BID, QUOTE OR RENEWAL #: P-527637-US0AB	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$203,506.51
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 10/17/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$203,506.51
	CURRENT TERM TOTAL COST: \$203,506.51	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Infor (US) Inc.	VENDOR #: 13553	DEPT: IT	DEPT CONTACT NAME: Alma Montero
VENDOR CONTACT: Shawwna Wagner	VENDOR CONTACT PHONE: 612-770-4443	DEPT CONTACT PHONE #: 630-407-5015	DEPT CONTACT EMAIL: Alma.Montero@dupageco.org
VENDOR CONTACT EMAIL: Shawwna.Wagner@infor.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.). Annual maintenance and support services for Infor ERP software for a total contract amount of \$203,506.51, exempt from bidding per DuPage County Purchasing Ordinance, Article 4-102(5) - Sole Source - this is proprietary software that must be maintained by the vendor, Infor (US) Inc.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Maintenance is required to ensure our ERP system functions properly.			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Infor (US) Inc.	Vendor#: 13553	Dept: IT	Division:
Attn: Shawwna Wagner	Email: Shawwna.Wagner@infor.com	Attn: Sarah Godzicki	Email: Sarah.Godzicki@dupageco.org
Address: 13560 Morris Road, Suite 4100	City: Alpharetta	Address: 421 N. County Farm Road	City: Wheaton
State: GA	Zip: 30004	State: IL	Zip: 60187
Phone: 612-770-4443	Fax:	Phone: 630-407-5037	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Infor (US) Inc.	Vendor#: 13553	Dept: IT	Division:
Attn:	Email:	Attn: Alma Montero	Email: Alma.Montero@dupageco.org
Address: NW 7418, PO Box 1450	City: Minneapolis	Address: 421 N. County Farm Road	City: Wheaton
State: MN	Zip: 55485-7418	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5015	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): 11/13/2023	Contract End Date (PO25): 11/12/2024
Contract Administrator (PO25): Alma Montero			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Annual Software Maintenance and Support for Infor ERP Software	FY23	1000	1110	53807		203,506.51	203,506.51
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 203,506.51

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Please make First Invoice Allowed Date 09/01/2022. Please send PO to Sarah Godzicki and Alma Montero and copy both when emailing PO to vendor.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



Invoice	Invoice Date	Due Date
P - 527637-US0AB	09/01/2023	10/13/2023

Invoice

Bill to: County of DuPage
 421 N. County Farm Road
 Wheaton, IL 60187
 USA
 Attn: Alma Montero

Deliver To: County of DuPage
 421 North County Farm Road
 Wheaton, IL 60187
 USA
 Attn: Server Location

Customer No.	Tax Reg. No.	Customer PO No.	Currency
100011670			USD Maintenance Renewal

Description	Location	Type	QTY	Users	Start Date	End Date
Infor Lawson Grant Management Package	Wheaton-SITE-1	PROD	1	1	11/13/2023	11/12/2024
Infor Lawson Project Accounting	Wheaton-SITE-1	PROD	1	1	11/13/2023	11/12/2024
Infor Lawson Financial Procurement Package	Wheaton-SITE-1	PROD	1	1	11/13/2023	11/12/2024
Requisition Center	Wheaton-SITE-1	PROD	1	1	11/13/2023	11/12/2024
Procurement Punchout	Wheaton-SITE-1	PROD	1	1	11/13/2023	11/12/2024
Supplier Portal	Wheaton-SITE-1	PROD	1	1	11/13/2023	11/12/2024
Strategic Sourcing	Wheaton-SITE-1	PROD	1	1	11/13/2023	11/12/2024
Contract Management	Wheaton-SITE-1	PROD	1	1	11/13/2023	11/12/2024
Infor Process Automation	Wheaton-SITE-1	PROD	1	12	11/13/2023	11/12/2024
Design Studio	Wheaton-SITE-1	PROD	1	1	11/13/2023	11/12/2024
Microsoft Office Add Ins	Wheaton-SITE-1	PROD	1	1	11/13/2023	11/12/2024
Lawson Learning Accelerator Developer End Users	Wheaton-SITE-1	PROD	1	1	11/13/2023	11/12/2024
Global Human Resources	Wheaton-SITE-1	PROD	1	1	11/13/2023	11/12/2024
Human Resource Management for Talent Management	Wheaton-SITE-1	PROD	1	1	11/13/2023	11/12/2024
North American Payroll for Talent Management	Wheaton-SITE-1	PROD	1	1	11/13/2023	11/12/2024



Invoice	Invoice Date	Due Date
P - 527637-US0AB	09/01/2023	10/13/2023

Invoice

Description	Location	Type	QTY	Users	Start Date	End Date
Employee & Manager for Talent Management	Wheaton-SITE-1	PROD	1	1	11/13/2023	11/12/2024
Lawson System Foundation	Wheaton-SITE-1	PROD	1	12	11/13/2023	11/12/2024
Infor Learning Accelerator Producer	Wheaton-SITE-1	PROD	1	2	11/13/2023	11/12/2024
Infor OS - ION PROCESS Grid Edition	Wheaton-SITE-1	PROD	1	2	11/13/2023	11/12/2024
Business Vault Enterprise Edition	Wheaton-SITE-1	PROD	1	1	11/13/2023	11/12/2024
Infor Business Intelligence for Lawson	Wheaton-SITE-1	PROD	1	1	11/13/2023	11/12/2024

TAX(Type RE - IL)

TAX(Type RE - IL)

For renewal questions, please contact Shawwna Wagner, Subscription Services Manager
 Phone: +14704815238
 Email: Shawwna.Wagner@infor.com

Remit to:

Infor (US), LLC
 NW 7418
 PO Box 1450
 Minneapolis, MN 55485-7418
 USA
 Cash.Applications@Infor.com
 Wire to: Wells Fargo Bank
 ABA# 121000248
 Acct. # 4124017351

Please pay invoice by due date to avoid interruptions in support.

Net	Tax	Total:
203,506.51	0.00	203,506.51

Payment Terms: See Due Date.

Special Instructions: For questions, please contact Infor (US), LLC at 678-319-8000 or email Infor.Collections@Infor.com

Invoice Total:	USD	203,506.51
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13560 Morris Rd. Suite 4100 Alpharetta, GA 30004 USA
 678-319-8000 Federal Tax ID: 84-4312860

Failure to pay renewal fees when due will affect your continued support coverage and will incur additional fees
 Please refer to <http://www.infor.com/support/reinstatement-policy/> for further details



641 Avenue of the Americas
New York, NY 10011
800-260-2640
www.infor.com

September 28, 2023

County of DuPage
Attn: Ms. Wendi Wagner
421 North County Farm Road
Wheaton, IL 60187

Acct # 171

Dear Wendi:

Infor has received your request for a justification to single source the support and maintenance of the Infor-owned software products that you have licensed from Infor.

Infor is the copyright owner for these software products, and as such, Infor is the only vendor that has the unrestricted ability to access and modify such Infor-owned software products in order to provide bug fixes, updates and upgrades to you as part of support and maintenance.

Please don't hesitate to contact Shawwna Wagner, the Sr. Subscription Manager for your account, at +1 470-481-5238 or shawwna.wagner@infor.com if you have additional questions on this matter.

Sincerely,

Signature on File

Edward Foley

03 October 2023 | 15:04:43 EDT



Required Vendor Ethics Disclosure Statement

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

Date: 10/3/2023

Bid/Contract/PO #: _____

Company Name: Infor (US), LLC	Company Contact: Shawna Wagner
Contact Phone: 470-481-5238	Contact Email: Shawna.wagner@infor.com

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

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

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

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

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

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

Add Line	Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
x	Shawna Wagner	470-481-5238	Shawna.wagner@infor.com

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

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

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

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

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

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

Signature on File

Authorized Signature

Printed Name

Edward Foley

Title

Manager, Infor Subscription Services

Date

03 October 2023 | 15:04:43 EDT



Technology Requisition \$30,000 and Over

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

File #: TE-P-0068-23

Agenda Date: 10/17/2023

Agenda #: 6.B.

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

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

WHEREAS, pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/2), the County is authorized to enter into a Joint Purchasing Agreement for an Enterprise Term Lease Agreement (ETLA) with Adobe Systems Incorporated for Adobe software licensing for use by DuPage County and the Forest Preserve District of DuPage County; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the National Joint Powers Alliance / Sourcewell Contract #081419-SHI, the County of DuPage will contract with SHI International Corp; and

WHEREAS the Technology Committee recommends County Board approval for the issuance of a contract to SHI International Corp, for an Enterprise Term Lease Agreement (ETLA) with Adobe Systems Incorporated for Adobe software licensing for use by DuPage County and the Forest Preserve District of DuPage County, for the period of November 10, 2023 through November 9, 2024, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for an Enterprise Term Lease Agreement (ETLA) with Adobe Systems Incorporated for Adobe software licensing for use by DuPage County and the Forest Preserve District of DuPage County, for the period of November 10, 2023 through November 9, 2024 for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to SHI International Corp, 290 Davidson Avenue, Somerset, New Jersey 08873, for a contract total amount not to exceed \$142,076.84, per contract pursuant to the National Joint Powers Alliance / Sourcewell Contract #081419-SHI.

Enacted and approved this 24th day of October, 2023, 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#: 23-3124	RFP, BID, QUOTE OR RENEWAL #: 23959551	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$142,076.84
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 10/17/2023	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$142,076.84
	CURRENT TERM TOTAL COST: \$142,076.84	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: SHI International Corp.	VENDOR #: 14389	DEPT: Information Technology	DEPT CONTACT NAME: Joe Hamlin
VENDOR CONTACT: Precilla Lin	VENDOR CONTACT PHONE: 1-888-591-3400	DEPT CONTACT PHONE #: 5063	DEPT CONTACT EMAIL: Joe.Hamlin@dupageco.org
VENDOR CONTACT EMAIL: IllinoisGov@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.). Adobe licensing being purchased from SHI via Sourcewell COOP for \$142,076.84.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Many departments in the county utilize adobe applications such as Adobe Acrobat to create, review, and sign PDFs. This procurement includes that software, as well as other Adobe applications.			

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	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. CUSTOMER SERVICE
SOURCE SELECTION	Describe method used to select source. SHI via COOP Sourcewell
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Take no action and the county cannot operate. 2. Purchase the licenses and keep our users operating with PDF files.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: SHI International Corp.	Vendor#: 14389	Dept: Information technology	Division:
Attn: Precilla Lin	Email: IllinoisGov@shi.com	Attn: Sarah Godzicki	Email: Sarah.Godzicki@dupageco.org
Address: 290 Davidson Ave	City: Somerset	Address: 421 N. County Farm Road	City: Wheaton
State: NJ	Zip: 08873	State: IL	Zip: 60187
Phone: 1-888-591-3400	Fax: 877-289-6088	Phone: 630-407-5000	Fax: 630-407-5001
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SHI International Corp.	Vendor#: 14389	Dept: Information Technology	Division:
Attn:	Email:	Attn: Joe Hamlin	Email: Joe.Hamlin@dupageco.org
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: 630-407-5000	Fax: 630-407-5001
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 10, 2023	Contract End Date (PO25): Nov 9, 2024
Contract Administrator (PO25): Joe Hamlin			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA	65318659	Adobe Sign Subscription 5,000 Transaction	FY23	1000	1110	53806		12,242.27	12,242.27
2	515	EA	65286686	Acrobat Pro	FY23	1000	1110	53806		123.71	63,710.65
3	53	EA	65330520	Creative Cloud All Apps	FY23	1000	1110	53806		1,061.86	56,278.58
4	10	EA	65330514	Creative Cloud Single App	FY23	1000	1110	53806		469.07	4,690.70
5	1	EA	65315954	Adobe Sign Configuration	FY23	1000	1110	53806		5,154.64	5,154.64
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 142,076.84

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

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



Pricing Proposal
 Quotation #: 23959551
 Created On: 9/19/2023
 Valid Until: 10/31/2023

IL-County of DuPage

Joe Hamlin

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

Inside Account Manager

Precilla Lin

290 Davidson Ave
 Somerset, NJ 08873
 Phone: 888-591-3400
 Fax:
 Email: IllinoisGov@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Adobe Sign for Enterprise Subscription - Each Subscription (# Specified Below) - 12 Months **Inclusive of Up To 5,000 Transactions (Subscription Limit)** Adobe - Part#: 65318659 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 11/10/2023 – 11/9/2024	1	\$12,242.27	\$12,242.27
2 Adobe Acrobat Pro Enterprise Term License - Per User - 12 Months Adobe - Part#: 65286686 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 11/10/2023 – 11/9/2024	515	\$123.71	\$63,710.65
3 Adobe Creative Cloud (All Apps) Pro with Adobe Firefly Enterprise Term License - Per User - 12 Months Adobe - Part#: 65330520 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 11/10/2023 – 11/9/2024	53	\$1,061.86	\$56,278.58
4 Adobe Creative Cloud Single App Pro with Adobe Firefly Enterprise Term License - Per User - 12 Months Adobe - Part#: 65330514 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 11/10/2023 – 11/9/2024	10	\$469.07	\$4,690.70
5 Adobe Sign for Enterprise Subscription - Professional Services (See attachment for SOW) - 12 Months Adobe - Part#: 65315954 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 11/10/2023 – 11/9/2024	1	\$5,154.64	\$5,154.64
		Total	\$142,076.84

Additional Comments

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

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

ATTACHMENT A

CUSTOMER LICENSING TERMS

DUPAGE COUNTY (“Customer”) will be placing an order through a reseller awarded the relevant contract (“Reseller”) for the purchase of the following Adobe On-demand Services, Managed Services, and/or On-premise Software (collectively, “Products and Services”).

Adobe Inc.

Products and Services Detail:

Adobe On-demand Services

Base Year:

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date
01	65318659	Acrobat Sign for enterprise Subscription	Advance Annually - In	1.00	Each Subscription Per Year	10 November 2023	9 November 2024

Option Year One:

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date
02	65318659	Acrobat Sign for enterprise Subscription	Advance Annually - In	1.00	Each Subscription Per Year	10 November 2024	9 November 2025

Option Year Two:

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date
03	65318659	Acrobat Sign for enterprise Subscription	Advance Annually - In	1.00	Each Subscription Per Year	10 November 2025	9 November 2026

01 Acrobat Sign for enterprise Subscription:
 The initial License Term for the Adobe Sign for Enterprise Subscription extends for twelve months (“Base Year”) and may be renewed for up to two successive one-year terms (each, an “Option Year”) for the fees set forth in the Products and Services Pricing Detail. Customer may exercise an option to renew the License Term by submitting a purchase order to Adobe at least thirty days prior to the expiration of the then current License Term in the amount set forth in the Products and Services Pricing Details. During the Base Year, and in each Option Year if exercised, Customer may process up to 5,000 Transactions (“Subscription Limit”), which represents the fair use limitation of Transactions for the subscription level purchased. Transactions are aggregated amongst all of Customer’s licensed Users. Customer is not authorized to process any Transactions in excess of the Subscription Limit, without Adobe’s prior approval. In the event that Customer processes Transactions beyond the Subscription Limit, Customer will not be entitled to exercise any subsequent Option Years for the fees set forth in the Products and Services Pricing Detail. Instead, Customer and Adobe must mutually agree on a revised fee structure. The dates set forth in the Table represent the best estimates of the License Term Start Date and License Term End Date, but Adobe will adjust such dates based on the actual delivery date of login credentials to access the Products and Services.

02 Acrobat Sign for enterprise Subscription:
 The initial License Term for the Adobe Sign for Enterprise Subscription extends for twelve months (“Base Year”) and may be renewed for up to two successive one-year terms (each, an “Option Year”) for the fees set forth in the Products and Services Pricing Detail. Customer may exercise an option to renew the License Term by submitting a purchase order to Adobe at least thirty days prior to the expiration of the then current License Term in the amount set forth in the Products and Services Pricing Details. During the Base Year, and in each Option Year if exercised, Customer may process up to 5,000 Transactions (“Subscription Limit”), which represents the fair use limitation of Transactions for the subscription level purchased. Transactions are aggregated amongst all of Customer’s licensed Users. Customer is not authorized to process any Transactions in excess of the Subscription Limit, without Adobe’s prior approval. In the event that Customer processes Transactions beyond the Subscription Limit, Customer will not be entitled to exercise any subsequent Option Years for the fees set forth in the Products and Services Pricing Detail. Instead, Customer and Adobe must mutually agree on a revised fee structure. The dates set forth in the Table represent the best estimates of the License

Term Start Date and License Term End Date, but Adobe will adjust such dates based on the actual delivery date of login credentials to access the Products and Services.

03

Acrobat Sign for enterprise Subscription:

The initial License Term for the Adobe Sign for Enterprise Subscription extends for twelve months ("Base Year") and may be renewed for up to two successive one-year terms (each, an "Option Year") for the fees set forth in the Products and Services Pricing Detail. Customer may exercise an option to renew the License Term by submitting a purchase order to Adobe at least thirty days prior to the expiration of the then current License Term in the amount set forth in the Products and Services Pricing Details. During the Base Year, and in each Option Year if exercised, Customer may process up to 5,000 Transactions ("Subscription Limit"), which represents the fair use limitation of Transactions for the subscription level purchased. Transactions are aggregated amongst all of Customer's licensed Users. Customer is not authorized to process any Transactions in excess of the Subscription Limit, without Adobe's prior approval. In the event that Customer processes Transactions beyond the Subscription Limit, Customer will not be entitled to exercise any subsequent Option Years for the fees set forth in the Products and Services Pricing Detail. Instead, Customer and Adobe must mutually agree on a revised fee structure. The dates set forth in the Table represent the best estimates of the License Term Start Date and License Term End Date, but Adobe will adjust such dates based on the actual delivery date of login credentials to access the Products and Services.

Creative Cloud, Document Cloud and Software

The License Term of the Products and Services and any applicable Support commences on the later of Products and Services delivery or the identified start date. The end date of the License Term of the Products and Services and any applicable Support is the later of the amount of months comprising the identified License Term or the identified end date. The dates below only represent best estimates of the start and end dates of the License Term.

Base Year:

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date
04	65286686	Acrobat Pro DC	Advance Annually - In	515.00	Each USER Per Year	10 November 2023	9 November 2024
05	65330520	All Apps, Pro with Adobe Firefly	Advance Annually - In	53.00	Each USER Per Year	10 November 2023	9 November 2024
06	65330514	Single App, Pro with Adobe Firefly	Advance Annually - In	10.00	Each USER Per Year	10 November 2023	9 November 2024

Option Year One:

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date
07	65286686	Acrobat Pro DC	Advance Annually - In	515.00	Each USER Per Year	10 November 2024	9 November 2025
08	65330520	All Apps, Pro with Adobe Firefly	Advance Annually - In	53.00	Each USER Per Year	10 November 2024	9 November 2025
09	65330514	Single App, Pro with Adobe Firefly	Advance Annually - In	10.00	Each USER Per Year	10 November 2024	9 November 2025

Option Year Two:

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date
10	65286686	Acrobat Pro DC	Advance Annually - In	515.00	Each USER Per Year	10 November 2025	9 November 2026
11	65330520	All Apps, Pro with Adobe Firefly	Advance Annually - In	53.00	Each USER Per Year	10 November 2025	9 November 2026
12	65330514	Single App, Pro with Adobe Firefly	Advance Annually - In	10.00	Each USER Per Year	10 November 2025	9 November 2026

04

Acrobat Pro DC:

This product has both On-premise Software and access to On-demand Services. It does not include any Adobe Acrobat Sign entitlements, features, or capabilities, all of which requires separate purchase.

05

All Apps, Pro with Adobe Firefly:

This product includes all Creative Cloud On-premise Software, Acrobat Pro, and access to all Creative Cloud On-demand Services. Users are entitled to download an unlimited number of Pro Images during the License Term. "Pro Images" means (A) photographs, illustrations, and vectors designated as "standard" in the On-demand Services that Customer may license through the On-demand Services as part of a Pro Edition Plan; and (B) any other asset types listed in the Stock Product Description (as defined in the Adobe Stock PSLT) as being available to Customer for license as

part of a Pro Edition Plan. The Pro Images licensed under this Sales Order are delivered subject to the special terms for the Pro Edition Plans section in the Adobe Stock PSLT.

As used in this footnote:

- “Eligible Firefly Features” means the Firefly features listed at helpx.adobe.com/legal/product-descriptions/adobe-firefly.html (“Firefly Product Description”), which may be updated by Adobe from time to time to list additional features.
- “Eligible Firefly Surfaces” means the Products and Services listed in the Firefly Product Description that provide access to Eligible Firefly Features, which may be updated by Adobe from time to time to list additional Products and Services.
- “Export Event” means that a User provisioned under this SKU has performed an action regarding a Firefly Output within an Eligible Firefly Surface as listed in the Firefly Product Description, which may be updated by Adobe from time to time to list additional actions.
- “Firefly Input” means the content a User inputs or uploads to an Eligible Firefly Feature, such as an audio file, video file, document, image, text (including any output parameters, such as aspect ratio, style, etc.), or a combination of such content.
- “Firefly Output” means the content, such as an image, text, text effects, vector graphic file, audio file, texture, or video file, provided to a User by an Eligible Firefly Feature on an Eligible Firefly Surface in response to a User’s Firefly Input.

Firefly Output Indemnification. For the purposes of this SKU, an “Infringement Claim” as defined in the General Terms includes a third-party Claim against Customer or its Affiliates during the License Term to the extent the Claim alleges that a Firefly Output (following an Export Event) directly infringes the third party’s patent, copyright, trademark, publicity, or privacy rights.

Indemnification Exceptions. Adobe will have no liability for any Claim to the extent that the Claim is based on or arises from: (A) any modification of a Firefly Output, including with any Adobe Products and Services; (B) any combination of a Firefly Output with any other material, content or information; (C) use of a Firefly Output in violation of the Agreement; (D) the context in which any Firefly Output is used; (E) any Firefly Output that is based on a non-text Firefly Input, where the Firefly Input on its own would have given rise to the Claim; (F) any use of a Firefly Output after Adobe has instructed Customer to stop using it; or (G) anything that is not the audio and/or visual content displayed or played by the Eligible Firefly Feature to the User, for example any technical metadata that may be produced by the Eligible Firefly Feature such as file metadata and query response parameters.

Restriction on AI/ML. Customer will not, and will not allow third parties to, use any content, data, output or other information received or derived from any generative AI powered Products and Services, including any Firefly Outputs, to directly or indirectly create, train, test, or otherwise improve any machine learning algorithms or artificial intelligence systems, including any architectures, models, or weights.

Customer Content. Firefly Inputs and Firefly Outputs are Customer Content (as defined in the General Terms).

06

Single App, Pro with Adobe Firefly:

This product (1) is Creative Cloud On-premise Software and includes access to Creative Cloud On-demand Services; and (2) provides Customer access to all individual Creative Cloud On-premise Software applications (each, a “Single App”) at the specified End User Unit Price set forth in this Sales Order. Single Apps available as of the Effective Date are listed here: <https://helpx.adobe.com/enterprise/kb/single-app-products-list.html>. Customer may deploy or provide direct access to Users any mix of these Single Apps, and each Single App deployed to or accessed by a User will count as one Single App license. Each Single App must be deployed to one User for a minimum of one calendar month. For example, regardless of when in the calendar month a Single App was deployed to a User, such Single App must remain deployed to such User until at least the same date the following calendar month. For example, if a Single App is deployed to User A on January 15, then such Single App must be deployed to User A until at least February 15. If a Single App is deployed on the 29th, 30th, or 31st day of a particular calendar month and the following calendar month does not have a 29th, 30th, or 31st day, respectively, then the one-month term of deployment for such Single App will end on the 1st of the month that lands at least 4 weeks after such Single App was deployed. For example, if a Single App is deployed to User B on May 31, then the one-month deployment term will end on July 1 because the month of June only has 30 days. Users are entitled to download an unlimited number of Pro Images during the License Term. “Pro Images” means (A) photographs, illustrations, and vectors designated as “standard” in the On-demand Services that Customer may license through the On-demand Services as part of a Pro Edition Plan; and (B) any other asset types listed in the Stock Product Description (as defined in the Adobe Stock PSLT) as being available to Customer for license as part of a Pro Edition Plan. The Pro Images licensed under this Sales Order are delivered subject to the special terms for the Pro Edition Plans section in the Adobe Stock PSLT.

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07

Acrobat Pro DC:

This product has both On-premise Software and access to On-demand Services. It does not include any Adobe Acrobat Sign entitlements, features, or capabilities, all of which requires separate purchase.

08

All Apps, Pro with Adobe Firefly:

This product includes all Creative Cloud On-premise Software, Acrobat Pro, and access to all Creative Cloud On-demand Services. Users are entitled to download an unlimited number of Pro Images during the License Term. "Pro Images" means (A) photographs, illustrations, and vectors designated as "standard" in the On-demand Services that Customer may license through the On-demand Services as part of a Pro Edition Plan; and (B) any other asset types listed in the Stock Product Description (as defined in the Adobe Stock PSLT) as being available to Customer for license as part of a Pro Edition Plan. The Pro Images licensed under this Sales Order are delivered subject to the special terms for the Pro Edition Plans section in the Adobe Stock PSLT.

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09

Single App, Pro with Adobe Firefly:

This product (1) is Creative Cloud On-premise Software and includes access to Creative Cloud On-demand Services; and (2) provides Customer access to all individual Creative Cloud On-premise Software applications (each, a "Single App") at the specified End User Unit Price set forth in this Sales Order. Single Apps available as of the Effective Date are listed here: <https://helpx.adobe.com/enterprise/kb/single-app-products-list.html>. Customer may deploy or provide direct access to Users any mix of these Single Apps, and each Single App deployed to or accessed by a User will count as one Single App license. Each Single App must be deployed to one User for a minimum of one calendar month. For example, regardless of when in the calendar month a Single App was deployed to a User, such Single App must remain deployed to such User until at least the same date the following calendar month. For example, if a Single App is deployed to User A on January 15, then such Single App must be deployed to User A until at least February 15. If a Single App is deployed on the 29th, 30th, or 31st day of a particular calendar month and the following calendar month does not have a 29th, 30th, or 31st day, respectively, then the one-month term of deployment for such Single App will end on the 1st of the month that lands at least 4 weeks after such Single App was deployed. For example, if a Single App is deployed to User B on May 31, then the one-month deployment term will end on July 1 because the month of June only has 30 days. Users are entitled to download an unlimited number of Pro Images during the License Term. "Pro Images" means (A) photographs, illustrations, and vectors designated as "standard" in the On-demand Services that Customer may license through the On-demand Services as part of a Pro Edition Plan; and (B) any other asset types listed in the Stock Product Description (as defined in the Adobe Stock PSLT) as being available to Customer for license as part of a Pro Edition Plan. The Pro Images licensed under this Sales Order are delivered subject to the special terms for the Pro Edition Plans section in the Adobe Stock PSLT.

As used in this footnote:

- "Eligible Firefly Features" means the Firefly features listed at helpx.adobe.com/legal/product-descriptions/adobe-firefly.html ("Firefly Product Description"), which may be updated by Adobe from time to time to list additional features.
- "Eligible Firefly Surfaces" means the Products and Services listed in the Firefly Product Description that provide access to Eligible Firefly Features, which may be updated by Adobe from time to time to list additional Products and Services.

- "Export Event" means that a User provisioned under this SKU has performed an action regarding a Firefly Output within an Eligible Firefly Surface as listed in the Firefly Product Description, which may be updated by Adobe from time to time to list additional actions.
- "Firefly Input" means the content a User inputs or uploads to an Eligible Firefly Feature, such as an audio file, video file, document, image, text (including any output parameters, such as aspect ratio, style, etc.), or a combination of such content.
- "Firefly Output" means the content, such as an image, text, text effects, vector graphic file, audio file, texture, or video file, provided to a User by an Eligible Firefly Feature on an Eligible Firefly Surface in response to a User's Firefly Input.

Firefly Output Indemnification. For the purposes of this SKU, an "Infringement Claim" as defined in the General Terms includes a third-party Claim against Customer or its Affiliates during the License Term to the extent the Claim alleges that a Firefly Output (following an Export Event) directly infringes the third party's patent, copyright, trademark, publicity, or privacy rights.

Indemnification Exceptions. Adobe will have no liability for any Claim to the extent that the Claim is based on or arises from: (A) any modification of a Firefly Output, including with any Adobe Products and Services; (B) any combination of a Firefly Output with any other material, content or information; (C) use of a Firefly Output in violation of the Agreement; (D) the context in which any Firefly Output is used; (E) any Firefly Output that is based on a non-text Firefly Input, where the Firefly Input on its own would have given rise to the Claim; (F) any use of a Firefly Output after Adobe has instructed Customer to stop using it; or (G) anything that is not the audio and/or visual content displayed or played by the Eligible Firefly Feature to the User, for example any technical metadata that may be produced by the Eligible Firefly Feature such as file metadata and query response parameters.

Restriction on AI/ML. Customer will not, and will not allow third parties to, use any content, data, output or other information received or derived from any generative AI powered Products and Services, including any Firefly Outputs, to directly or indirectly create, train, test, or otherwise improve any machine learning algorithms or artificial intelligence systems, including any architectures, models, or weights.

Customer Content. Firefly Inputs and Firefly Outputs are Customer Content (as defined in the General Terms).

10 Acrobat Pro DC:
This product has both On-premise Software and access to On-demand Services. It does not include any Adobe Acrobat Sign entitlements, features, or capabilities, all of which requires separate purchase.

11 All Apps, Pro with Adobe Firefly:
This product includes all Creative Cloud On-premise Software, Acrobat Pro, and access to all Creative Cloud On-demand Services. Users are entitled to download an unlimited number of Pro Images during the License Term. "Pro Images" means (A) photographs, illustrations, and vectors designated as "standard" in the On-demand Services that Customer may license through the On-demand Services as part of a Pro Edition Plan; and (B) any other asset types listed in the Stock Product Description (as defined in the Adobe Stock PSLT) as being available to Customer for license as part of a Pro Edition Plan. The Pro Images licensed under this Sales Order are delivered subject to the special terms for the Pro Edition Plans section in the Adobe Stock PSLT.

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Adobe Professional Services

Customer will be responsible for all reasonable travel expenses, hotel accommodations, and any other out of pocket expenses properly and reasonably incurred by Adobe in connection with the Services (unless otherwise provided in this Sales Order). Such expenses will be charged to Customer at cost. Adobe will provide the Professional Services on a mutually agreeable schedule but in no event sooner than the identified start date. These Professional Services terminate on the identified end date and will not renew.

Base Year:

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	Start Date	End Date
13	65315954	Acrobat Sign for ent Subs PS ONS OFFS T1	Advance Annually - In	1.00	Each Per Year	10 November 2023	9 November 2024

Option Year One:

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	Start Date	End Date
14	65315954	Acrobat Sign for ent Subs PS ONS OFFS T1	Advance Annually - In	1.00	Each Per Year	10 November 2024	9 November 2025

Option Year Two:

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	Start Date	End Date
15	65315954	Acrobat Sign for ent Subs PS ONS OFFS T1	Advance Annually - In	1.00	Each Per Year	10 November 2025	9 November 2026

- 13 Acrobat Sign for ent Subs PS ONS OFFS T1:
Adobe Sign Professional Services Subscription includes expert advice to guide implementation, configuration, integration, administration, onboarding of use cases, and usage of Adobe Sign during the License Term. These Professional Services may include the services as described in the SOW at
- <https://www.adobe.com/content/dam/cc/en/legal/terms/enterprise/pdfs/SOW-ProfessionalServicesSubscription-Tiers-1-3-2022JAN27.pdf>.
- Customer and Adobe will jointly define the schedule for the delivery of the Professional Services defined in this SOW. In addition, Adobe and Customer will meet at mutually agreeable intervals to refine this schedule based on Customer priorities. Adobe will exercise its discretion on the most optimal set of services to support Customer's objectives. Adobe may require up-to four business weeks to schedule the delivery of the requested services. Customer will receive the Professional Services for only one service request at a time. Adobe will perform Professional Services remotely unless stated otherwise in this Sales Order. If Customer requests that any Professional Services be delivered on-site at Customer's premises, Customer will reimburse Adobe for any incurred travel related expenses. The dates set forth in the pricing table represent the best estimate of the License Term Start Date and License Term End Date, but Adobe will adjust such dates based on the actual delivery date of login credentials to access the Service.
- 14 Acrobat Sign for ent Subs PS ONS OFFS T1:
Adobe Sign Professional Services Subscription includes expert advice to guide implementation, configuration, integration, administration, onboarding of use cases, and usage of Adobe Sign during the License Term. These Professional Services may include the services as described in the SOW at
- <https://www.adobe.com/content/dam/cc/en/legal/terms/enterprise/pdfs/SOW-ProfessionalServicesSubscription-Tiers-1-3-2022JAN27.pdf>.
- Customer and Adobe will jointly define the schedule for the delivery of the Professional Services defined in this SOW. In addition, Adobe and Customer will meet at mutually agreeable intervals to refine this schedule based on Customer priorities. Adobe will exercise its discretion on the most optimal set of services to support Customer's objectives. Adobe may require up-to four business weeks to schedule the delivery of the requested services. Customer will receive the Professional Services for only one service request at a time. Adobe will perform Professional Services remotely unless stated otherwise in this Sales Order. If Customer requests that any Professional Services be delivered on-site at Customer's premises, Customer will reimburse Adobe for any incurred travel related expenses. The dates set forth in the pricing table represent the best estimate of the License Term Start Date and License Term End Date, but Adobe will adjust such dates based on the actual delivery date of login credentials to access the Service.
- 15 Acrobat Sign for ent Subs PS ONS OFFS T1:
Adobe Sign Professional Services Subscription includes expert advice to guide implementation, configuration, integration, administration, onboarding of use cases, and usage of Adobe Sign during the License Term. These Professional Services may include the services as described in the SOW at
- <https://www.adobe.com/content/dam/cc/en/legal/terms/enterprise/pdfs/SOW-ProfessionalServicesSubscription-Tiers-1-3-2022JAN27.pdf>.
- Customer and Adobe will jointly define the schedule for the delivery of the Professional Services defined in this SOW. In addition, Adobe and Customer will meet at mutually agreeable intervals to refine this schedule based on Customer priorities. Adobe will exercise its discretion on the most optimal set of services to support Customer's objectives. Adobe may require up-to four business weeks to schedule the delivery of the requested services. Customer will receive the Professional Services for only one service request at a time. Adobe will perform Professional Services remotely unless stated otherwise in this Sales Order. If Customer requests that any Professional Services be delivered on-site at Customer's premises, Customer will reimburse Adobe for any incurred travel related expenses. The dates set forth in the pricing table represent the best estimate of the License Term Start Date and License Term End Date, but Adobe will adjust such dates based on the actual delivery date of login credentials to access the Service.

Terms and Conditions:

- All use of the Products and Services specified above will be governed by the terms of these Customer Licensing Terms, and the version of the Adobe Enterprise Licensing Terms in effect as of the date Customer issues a purchase order to Reseller and available at www.adobe.com/legal/terms/enterprise-licensing.html, including the General Terms and the applicable Product Specific Licensing Terms ("PSLT(s)") (collectively, the "Agreement"). If there is any inconsistency between the parts of this Agreement, then the part listed earlier will prevail to the extent of the inconsistency: (i) these Customer Licensing Terms; (ii) the applicable PSLT(s); and (iii) the General Terms. Capitalized terms used in these Customer Licensing Terms have the meanings set out in applicable modules of the Adobe Enterprise Licensing Terms, unless otherwise specified.
- Adobe is not entering into a direct purchasing relationship with Customer for the Products and Services. Reseller is solely responsible for setting the terms of payment with Customer (including but not limited to when payments by Customer are due to Reseller).

3. Customer may deploy the specified quantity of Products and Services identified in the Products and Services Pricing Detail within the entirety of Customer's organization. If an individual ceases to be an employee or contractor of Customer during the term of a license or no longer needs to use a Product or Service, and Customer de-installs the Product or Service from the Computer of that employee or contractor, a different employee or contractor may then use a new ID and password without being deemed an additional User.
4. For those Products and Services that are licensed for a specific quantity, Customer must submit monthly reports of any deployment of the Products and Services in excess of the quantities previously purchased using the form found at <http://www.adobe.com/go/trueup>. Such reports, along with a corresponding order, must be provided by Customer to Reseller on a monthly basis and must reflect deployments made on specified dates during the preceding monthly period.
5. Adobe will provide support services for the Products and Services as described at <https://helpx.adobe.com/support/programs/support-policies-terms-conditions.html>.
6. The License Term for the Products and Services extends for twelve months ("Base Year") and may be renewed for up to two successive one year terms (each, an "Option Year") for the fees set forth in the Products and Services Pricing Detail by providing Reseller 30 days prior written notice, provided that 1) the quantity of any identified licenses does not decrease and 2) if the license is for an Adobe Sign Subscription, that Customer does not process Transactions beyond the Subscription Limit during the preceding Base Year or Option Year. Any renewal of the License Term or exercise of an Option Year must reflect the quantities set forth herein. Unless the license is for an Adobe Sign Subscription, the Option Year must also include any excess quantities that were added on and/or trued up during the entire License Term and any exercised Option Years. If Customer desires to renew the License Term or exercise an Option Year with a reduction of the quantities described above, then Customer and Reseller must enter into an addendum to their agreement, which may reflect revised unit pricing. If Customer attempts to renew for an Option Year by providing notice to the Reseller less than thirty days prior to the expiration of the then current License Term, or after the expiration of the then current License Term, Adobe can decide whether or not to accept such order from its Distributor in its sole discretion. By virtue of Adobe accepting such a purchase order, the terms and conditions set forth in this Attachment A will continue to govern, including any amendments. For purchase orders submitted after the expiration of the then current License Term, Adobe will adjust the License Term Start and End Dates on the subsequent Option Year License Term only if the Customer's access to the Products and Services was impacted by the purchase order coming in late. In such case, the License Term of the Products and Services and any applicable Support commences on the later of the date of re-activation of the Customer's access to the Products and Services (if applicable), or the previously expected Start Date of the applicable Option Year License Term. The End Date of the License Term of the Products and Services and any applicable Support is the later of the amount of months comprising the identified License Term or the previously expected End Date of the applicable Option Year License Term.
7. Customer acknowledges and agrees that it may not assign or otherwise transfer licenses to the Products and Services to any other government or other entity without Adobe's prior written approval.
8. By placing an order with Reseller for the Products and Services, Customer will be deemed to have accepted these Customer Licensing Terms and the applicable Adobe Enterprise Licensing Terms. Customer must also attach a copy of these Customer Licensing Terms to its corresponding purchase order to Reseller.



Solicitation Number: RFP#081419

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 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires October 30, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor'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 a Scope of Work. "Scope 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/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

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

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances. Vendor warrants that the Services are free from material defects for ninety (90) days commencing with final acceptance of the Services unless otherwise specified in a SOW (the "Warranty Period"). Member 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 is provided to Vendor from the manufacturer of the Product will be passed on to the Member. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED, HEREUNDER VENDOR HEREBY 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. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY A MANUFACTURER.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, 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 Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services, and includes all costs to the Member's requested delivery location.

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, Vendor may permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members, in accordance with Vendor's Return Policy at www.shi.com/returnpolicy. Members reserve the right to inspect the Equipment and Products within 3 business days after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition subject to Vendor's Return Policy.

In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member subject to Vendor's Return Policy.

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

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor 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 Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor 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 Contract Administrator. This form is available from the assigned Sourcewell Contract 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)
- 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 Sourcwell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcwell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member'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 Sourcwell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcwell membership requirements and documentation and will encourage potential members to join Sourcwell. Sourcwell reserves the right to add and remove Members to its roster during the term of this Contract.

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

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcwell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcwell contract number. Members will be solely responsible for payment and Sourcwell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and

conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor 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.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

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

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor 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 Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, 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, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable 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 Members under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor 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 Vendor is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor 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 thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. 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, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any third party claims or causes of action, including attorneys' fees, arising out of the Vendor's negligence, willful misconduct, or violation of law, in the course of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by Vendor under this Contract.

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 FORESEEABLE 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. AUDITS

Sourcewell reserves the right to review the financial books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract upon thirty (30) days' advance notice to Vendor. Audits may not take place more than once during a twelve (12) month period. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor 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, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Services by Sourcewell or its Members performed by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **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 Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. 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.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. 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 Vendor 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 Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, Sourcewell may terminate this Contract as stated herein.

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming 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.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor 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.* Vendor 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). 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-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor 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).

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor'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, Vendor 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 Vendor'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 Vendor 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, Vendor 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 Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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.** Vendor 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 Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. 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.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor 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 Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor 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 any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

Members 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. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’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. Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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). Vendor

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. Vendor 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). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors 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, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (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, Vendor 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, Vendor 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). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor'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 Vendor’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.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (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 Vendor’s Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

**Sourcewell
Signature on File**

By: _____
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 11/11/2019 | 11:33 AM CST

**SHI International Corp.
Signature on File**

By: _____
Aimee Ballenger
Title: Public Program Manager
Date: 11/12/2019 | 8:35 AM CST

App
Signature on File

By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 11/11/2019 | 11:12 AM CST

RFP#081419 - Technology Catalog Solutions

Vendor Details

Company Name: SHI International
Address: 290 Davidson Ave.
Somerset, NJ 08873
Contact: Aimee Ballenger
Email: aimee_ballenger@shi.com
Phone: 678-708-3906
HST#: 22-3009648

Submission Details

Created On: Thursday June 27, 2019 20:01:55
Submitted On: Tuesday August 13, 2019 20:57:55
Submitted By: Aimee Ballenger
Email: aimee_ballenger@shi.com
Transaction #: de73d79e-ac55-45de-8aa6-01abc94b3ead
Submitter's IP Address: 161.69.112.12

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation.
- Aimee Ballenger, Public Program Manager

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

**AMENDMENT #1
TO
SOURCEWELL CONTRACT #081419-SHI**

This Amendment is by and between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **SHI International Corp.**, 290 Davidson Avenue, Somerset, NJ 08873 (Vendor).

Sourcewell awarded a contract for Technology Catalog Solutions to Vendor (#081429-SHI) effective November 12, 2019, until October 30, 2023, relating to the provision of services by Vendor and to Sourcewell and its Members (Original Contract).

Vendor has requested to amended the Original Contract to expand the interpretation of the term "Vendor."

In consideration of the mutual covenants and agreements described in this Amendment, the parties agree to amend the Original Contract as follows:

1. This Amendment is effective upon the date of the last signature below.

Remainder of page intentionally left blank.

- 2. As used within the Original Contract, any reference to “Vendor” will be interpreted to also include SHI Government Solutions, Inc.

Except as amended by this Amendment, the Original Contract remains in full force and effect.

Sourcewell

SHI International Corp.

Signature on File

Signature on File

Auth

Auth

Jeremy Schwartz
Name – Printed

Kristina Mann
Name – Printed

Title: Director of Operations & Procurement/CPO

Title: Sr. Lead Contract Specialist

Date: 3/13/2020 | 9:03 AM CDT

Date: 3/13/2020 | 8:56 AM CDT

Sourcewell–APPROVED:

Signature on File

Auth

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 3/13/2020 | 9:09 AM CDT



Required Vendor Ethics Disclosure Statement

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

Date: 08/25/2023

Bid/Contract/PO #: _____

Company Name: SHI International Corp.	Company Contact: David Broaden
Contact Phone: 888-764-8888	Contact Email: IL-County of DuPage

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature Signature on File
 Printed Name Joanna York
 Title Sr. Lead Contract Specialist
 Date Aug 25, 2023

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



Technology Requisition \$30,000 and Over

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

File #: TE-P-0069-23

Agenda Date: 10/17/2023

Agenda #: 6.C.

AWARDING RESOLUTION ISSUED TO
MHC SOFTWARE, INC.
FOR ANNUAL MAINTENANCE OF THE
ENTERPRISE CONTENT MANAGEMENT SYSTEM
FOR INFORMATION TECHNOLOGY
(CONTRACT TOTAL NOT TO EXCEED \$81,043.79)

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

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

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

WHEREAS, in accordance with the Chief Procurement Officer's determination, the Technology Committee recommends County Board approval for the issuance of a contract to MHC Software, Inc., for annual maintenance of the Enterprise Content Management System that integrates with the ERP system for Finance and Human Resource, for the period of December 1, 2023 through November 30, 2024 , for Information Technology .

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for annual maintenance of the Enterprise Content Management System that integrates with the ERP system for Finance and Human Resource, for the period of December 1, 2023 through November 30, 2024 for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to, MHC Software, Inc., 12000 Portland Avenue South, Suite 230, Burnsville, MN 55337, for a contract total amount not to exceed \$ 81,043.79. Pursuant to 55 ILCS 5/5-1022 (c) not suitable for competitive bids. (Sole provider - this is a proprietary system.)

Enacted and approved this 24th day of October, 2023, 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#: 23-3236	RFP, BID, QUOTE OR RENEWAL #: INVMH4989R	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$81,043.79
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 10/17/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$81,043.79
	CURRENT TERM TOTAL COST: \$81,043.79	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: MHC Software, Inc.	VENDOR #: 13554	DEPT: Information Technology	DEPT CONTACT NAME: Alma Montero
VENDOR CONTACT: Katie Haessly	VENDOR CONTACT PHONE: 952-882-0884 ext. 1146	DEPT CONTACT PHONE #: 630-407-5015	DEPT CONTACT EMAIL: Alma.Montero@dupageco.org
VENDOR CONTACT EMAIL: katie.haessly@mhcautomation.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Annual maintenance for the Enterprise Content Management system that integrates with the ERP system for HR and Finance - sole source.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished In 2015 an Enterprise Content Management system that integrates with the ERP system for Finance and HR was purchased in order to manage their workflow of documents by using image capture, retrieving, routing, and printing of documents. This is the annual maintenance.			

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

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOFTWARE MANUFACTURER AND SOLE MAINTENANCE/UPDATE PROVIDER
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. In 2015, an Enterprise Content Management System that integrates with the ERP system for Finance and HR was purchased in order to manage their workflow of documents by using image capture, retrieving, and routing of documents. MHC is the sole provider of annual maintenance for their products.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not. This has not been tested as it is a proprietary product.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted. This is a proprietary system that is being used by a vast majority of other companies who use Infor Lawson as their ERP system. We feel it is well tested by the business community.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: MHC Software, Inc.	Vendor#: 13554	Dept: Information Technology	Division:
Attn: Katie Haessly	Email: katie.haessly@mhcautomation.com	Attn: Sarah Godzicki	Email: sarah.godzicki@dupageco.org
Address: 1200 Portland Ave South, Suite 230	City: Burnsville	Address: 421 N. County Farm Road	City: Wheaton
State: MN	Zip: 55337	State: IL	Zip: 60187
Phone: 952-882-0884 ext. 1146	Fax:	Phone: 630-407-5037	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: MHC Software, Inc.	Vendor#: 13554	Dept: Information Technology	Division:
Attn:	Email:	Attn: Alma Montero	Email: Alma.Montero@dupageco.org
Address: P.O. Box 1749	City: Burnsville	Address: 421 N. County Farm Road	City: Wheaton
State: MN	Zip: 55337	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5015	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): 12/1/2023	Contract End Date (PO25): 11/30/2024
Contract Administrator (PO25): Alma Montero			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Annual Maintenance for the Enterprise Content Management System for Finance and HR	FY24	1000	1110	53807		81,043.79	81,043.79
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 81,043.79

<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 & Alma Montero and copy both when emailing PO to vendor.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



MHC Software
 12000 Portland Ave S, Suite 230
 Burnsville MN 55337
 Tel: (800) 588-3676
 Tax ID: 84-2954086

Invoice #: INVMH4989R
 Invoice Date: 9/28/2023

Bill To
 CUS221 DuPage County, IL
 421 N. County Farm Road, Room 3-400 | |
 Wheaton IL 60187
 United States
 Email:

Ship To
 421 N. County Farm Road, Room 3-400 | |
 Wheaton IL 60187
 United States
 Ship Date: 9/28/2023
 Ship Method :

TOTAL in US Dollars

\$81,043.79

Terms	Due Date	PO #	Sales Rep	MHC Order #
Net 60	11/27/2023			00000605

Item	Term Start/End Date	Taxable	Amount
RNL-MHC-IXGL40DATA GL40 Data Capture & Upload - Renewal Mnt	12/1/2023-11/30/2024	T	Included
RNL-MHC-DEAPBKREC AP Bank Reconciliation per Bank - Renewal Mnt	12/1/2023-11/30/2024	T	Included
RNL-MHC-DELIMMODUL Line Item Maintenance Module - Renewal Mnt	12/1/2023-11/30/2024	T	Included
RNL-MHC-DEAPPOSPTN AP Positive Pay Module with Transmission - Renewal Mnt	12/1/2023-11/30/2024	T	Included
RNL-MHC-DEAPBKREC AP Bank Reconciliation per Bank - Renewal Mnt	12/1/2023-11/30/2024	T	Included
RNL-MHC-DEPR DE Payroll Module - Renewal Mnt	12/1/2023-11/30/2024	T	Included
RNL-MHC-DE1099NEC Document Express 1099-NEC Module - Renewal Mnt	12/1/2023-11/30/2024	T	Included
RNL-MHC-IXHRCAPTUR HR Capture Interface - Renewal Mnt	12/1/2023-11/30/2024	T	Included
RNL-MHC-IXAPCAPAUT Brainware by Hyland Maintenance (in '000) - Renewal Mnt	12/1/2023-11/30/2024	T	Included
RNL-MHC-IXLOADCOPY IX Load Copies Interface(s) - Renewal Mnt	12/1/2023-11/30/2024	T	Included
RNL-MHC-DEEREMIT e-Remit Module - Renewal Mnt	12/1/2023-11/30/2024	T	Included
RNL-MHC-IXAPCAPAUT Brainware by Hyland Maintenance (in '000) - Renewal Mnt	12/1/2023-11/30/2024	T	Included
RNL-MHC-IXVERIFIER Additional OCR Data Verifier Licenses - Renewal Mnt	12/1/2023-11/30/2024	T	Included
RNL-MHC-IXCAPTURE Additional Capture Interface - Renewal Mnt	12/1/2023-11/30/2024	T	Included

Check Payments:
 MHC Software Holdings & Subsidiaries
 P.O. Box 772854
 Detroit, MI 48277-2854

US ACH Payments:
 JP Morgan Chase
 In Favor of MHC Software, Inc.
 ABA# 124001545
 Account# 779970265

Wire Payments:
 NOTE: Should be submitted in USD
 JP Morgan Chase
 ABA# 021000021
 Swift Code: CHASUS33
 Beneficiary: MHC Software
 Beneficiary Account #779970265

Please send remittances for Wire and ACH payments to accounting@mhcautomation.com



MHC Software
 12000 Portland Ave S, Suite 230
 Burnsville MN 55337
 Tel: (800) 588-3676
 Tax ID: 84-2954086

Invoice #: INVMH4989R
 Invoice Date: 9/28/2023

Item	Term Start/End Date	Taxable	Amount
RNL-MHC-DEFORMS DE Forms Module - Renewal Mnt	12/1/2023-11/30/2024	T	Included
RNL-MHC-DSSEW22K Document Self-Service Electronic W-2 Web Delivery with User Options - 2,000 Employees - Renewal Mnt	12/1/2023-11/30/2024	T	Included
RNL-MHC-DSSPRWEBDE2K Document Self-Service Payroll Web Delivery - 2,000 Employees - Renewal Mnt	12/1/2023-11/30/2024	T	Included
RNL-MHC-DE1099 1099 Module - Renewal Mnt	12/1/2023-11/30/2024	T	Included
RNL-MHC-DEAPINTFCE AP Interface (Import Routine) - Renewal Mnt	12/1/2023-11/30/2024	T	Included
RNL-MHC-DEW2PDF DE W-2 PDF/TIF Creation add-on - Renewal Mnt	12/1/2023-11/30/2024	T	Included
RNL-MHC-DSS1095C Document Self-Service Electronic 1095-C Web Delivery with User Options - Renewal Mnt	12/1/2023-11/30/2024	T	Included
RNL-MHC-DSSMHCKBA mhckBA - Authentication - Renewal Mnt	12/1/2023-11/30/2024	T	Included
RNL-MHC-IXEXTERNAL External Image Drill Enablement - Renewal Mnt	12/1/2023-11/30/2024	T	Included
RNL-MHC-DECFINTFCE Custom Forms Interface (Import Routine) - Renewal Mnt	12/1/2023-11/30/2024	T	Included
RNL-MHC-IXAPCAPTUR AP Capture Interface - Renewal Mnt	12/1/2023-11/30/2024	T	Included
RNL-MHC-DEAP DE Accounts Payable Module - Renewal Mnt	12/1/2023-11/30/2023	T	Included
RNL-MHC-DEAPBKREC AP Bank Reconciliation per Bank - Renewal Mnt	12/1/2023-11/30/2024	T	Included
RNL-MHC-IXWFAPAUTO Workflow - AP Invoice Automation GL/AP20/MA540 Integration - Renewal Mnt	12/1/2023-11/30/2024	T	Included
RNL-MHC-IXLOADCOPY IX Load Copies Interface(s) - Renewal Mnt	12/1/2023-11/30/2024	T	Included
RNL-MHC-DEBCINTFCE Forms Interface (Import Routine) - Renewal Mnt	12/1/2023-11/30/2024	T	Included

Check Payments:
 MHC Software Holdings &
 Subsidiaries
 P.O. Box 772854
 Detroit, MI 48277-2854

US ACH Payments:
 JP Morgan Chase
 In Favor of MHC Software, Inc.
 ABA# 124001545
 Account# 779970265

Wire Payments:
 NOTE: Should be submitted in USD
 JP Morgan Chase
 ABA# 021000021
 Swift Code: CHASUS33
 Beneficiary: MHC Software
 Beneficiary Account #779970265

Please send remittances for Wire and ACH payments to accounting@mhcautomation.com



MHC Software
 12000 Portland Ave S, Suite 230
 Burnsville MN 55337
 Tel: (800) 588-3676
 Tax ID: 84-2954086

Invoice #: INVMH4989R
 Invoice Date: 9/28/2023

Item	Term Start/End Date	Taxable	Amount
RNL-MHC-DEBCFRMDSN Forms Design (Print Routine) - Renewal Mnt	12/1/2023-11/30/2024	T	Included
RNL-MHC-IXIMAGEEXP MHC Image Express - Renewal Mnt	12/1/2023-11/30/2024	T	Included
RNL-MHC-DEAPACH AP ACH Module - Renewal Mnt	12/1/2023-11/30/2024	T	Included

FINANCE CHARGES WILL ACCRUE ON ACCOUNTS OVER 60 DAYS

Subtotal	\$81,043.79
Shipping Cost	0.00
Tax Total (%)	\$0.00
Total	\$81,043.79

Check Payments:
 MHC Software Holdings &
 Subsidiaries
 P.O. Box 772854
 Detroit, MI 48277-2854

US ACH Payments:
 JP Morgan Chase
 In Favor of MHC Software, Inc.
 ABA# 124001545
 Account# 779970265

Wire Payments:
 NOTE: Should be submitted in USD
 JP Morgan Chase
 ABA# 021000021
 Swift Code: CHASUS33
 Beneficiary: MHC Software
 Beneficiary Account #779970265

Please send remittances for Wire and ACH payments to accounting@mhcautomation.com



October 06, 2023

DuPage County
421 N. County Farm Road
Wheaton, IL 60187

Dear Ms. Sarah Godzicki:

This letter serves as a Sole Source Letter for the DuPage County:

Document Express™, Document Self-Service™ and Image Express™ are proprietary software products of MHC Software and they are solely supported by MHC Software.

Thank you for your continued business.

Best Regards,

MHC Software
12000 Portland Ave South, Suite 230
Burnsville, MN 55337





Required Vendor Ethics Disclosure Statement

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

Date: Oct 5, 2023

Bid/Contract/PO #: _____

Company Name: MHC Software Holdings, Inc.	Company Contact: Jesse Honer
Contact Phone: 1-800-588-3676	Contact Email: accounting@mhcautomation.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature Jesse Honer

Printed Name Jesse Honer

Title Accounting Supervisor

Date Oct 5, 2023

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



Technology Requisition under \$30,000

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

File #: 23-3305

Agenda Date: 10/17/2023

Agenda #: 6.D.



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#: 23-3257	RFP, BID, QUOTE OR RENEWAL #: 38605	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$14,400.00
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 10/17/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$18,948.45
	CURRENT TERM TOTAL COST: \$4,548.45	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Service Express	VENDOR #: 14153	DEPT: Information Technology	DEPT CONTACT NAME: Joe Hamlin
VENDOR CONTACT: Brad Jagher	VENDOR CONTACT PHONE:	DEPT CONTACT PHONE #: 630-407-5000	DEPT CONTACT EMAIL: Joe.Hamlin@dupageco.org
VENDOR CONTACT EMAIL: bjagher@serviceexpress.com	VENDOR WEBSITE: www.serviceexpress.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.). We are adding 15 servers to our warranty support, these are being added to our current agreement with Service Express. Purchasing using 55 ILCS 5/5-1022 'Competitive Bids' (D) IT/Telecom Purchases Under \$35,000.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The original HPE warranty is expiring which is why we are adding them to the Server Express contract. We need to maintain warranty status on these servers in case anything breaks on them. This is for our main VSAN infrastructure.			

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

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

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: Service Express	Vendor#: 14153	Dept: Information Technology	Division:
Attn: Brad Jagher	Email: bjagher@serviceexpress.com	Attn: Sarah Godzicki	Email: sarah.godzicki@dupagecounty.gov
Address: 3855 Sparks Dr. SE	City: Grand Rapids	Address: 421 N. County Farm Road	City: Wheaton
State: MI	Zip: 49546	State: IL	Zip: 60187
Phone: 800-940-5585	Fax:	Phone: 630-407-5037	Fax: 630-407-5001
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Service Express, LLC	Vendor#:	Dept: Information Technology	Division:
Attn: Dept. 6306	Email: accountsreceivable@serviceexpress.com	Attn: Joe Hamlin	Email: Joe.Hamlin@dupagecounty.gov
Address: P.O Box 30516	City: Lansing	Address: 421 N. County Farm Road	City: Wheaton
State: MI	Zip: 48909	State: IL	Zip: 60187
Phone: 800-940-5585	Fax:	Phone: 630-407-5000	Fax: 630-407-5001
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): 10/31/2023	Contract End Date (PO25): 01/31/2024
Contract Administrator (PO25): Joe Hamlin			

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	Warranty	15 servers as described in quote	FY23	1000	1110	53370		4,548.45	4,548.45
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 4,548.45

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

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

Service Express Agmt #:	38605
Company:	DuPage County
Quote Date	10/04/2023
Term Start:	10/01/2023
Term End:	01/31/2024
Billing Frequency	Annual



PEOPLE-POWERED
DATA CENTER SOLUTIONS

Location	Location Address	Line #	OEM	Model Number	Description	Serial Number	SLA	Qty	Add Date	Monthly Cost	Oct-23	Nov-23	Dec-23	Jan-24	Term Cost
										\$1,500.00	\$48.45	\$1,500.00	\$1,500.00	\$1,500.00	\$4,548.45
DuPage County	421 North County Farm Road Wheaton, IL 60187	1	HP	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS	2M20330BCX	12A-12A 4 HOUR	1	10/31/2023	\$100.00	\$3.23	\$100.00	\$100.00	\$100.00	\$303.23
DuPage County	421 North County Farm Road Wheaton, IL 60187	2	HP	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS	2M20330BCL	12A-12A 4 HOUR	1	10/31/2023	\$100.00	\$3.23	\$100.00	\$100.00	\$100.00	\$303.23
DuPage County	421 North County Farm Road Wheaton, IL 60187	3	HP	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS	2M20330BCQ	12A-12A 4 HOUR	1	10/31/2023	\$100.00	\$3.23	\$100.00	\$100.00	\$100.00	\$303.23
DuPage County	421 North County Farm Road Wheaton, IL 60187	4	HP	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS	2M20330BCT	12A-12A 4 HOUR	1	10/31/2023	\$100.00	\$3.23	\$100.00	\$100.00	\$100.00	\$303.23
DuPage County	421 North County Farm Road Wheaton, IL 60187	5	HP	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS	2M20330BCS	12A-12A 4 HOUR	1	10/31/2023	\$100.00	\$3.23	\$100.00	\$100.00	\$100.00	\$303.23
DuPage County	421 North County Farm Road Wheaton, IL 60187	6	HP	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS	2M20330BCR	12A-12A 4 HOUR	1	10/31/2023	\$100.00	\$3.23	\$100.00	\$100.00	\$100.00	\$303.23
DuPage County	421 North County Farm Road Wheaton, IL 60187	7	HP	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS	2M20330BCP	12A-12A 4 HOUR	1	10/31/2023	\$100.00	\$3.23	\$100.00	\$100.00	\$100.00	\$303.23
DuPage County	421 North County Farm Road Wheaton, IL 60187	8	HP	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS	2M20330BCW	12A-12A 4 HOUR	1	10/31/2023	\$100.00	\$3.23	\$100.00	\$100.00	\$100.00	\$303.23
DuPage County	421 North County Farm Road Wheaton, IL 60187	9	HP	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS	2M20330BCM	12A-12A 4 HOUR	1	10/31/2023	\$100.00	\$3.23	\$100.00	\$100.00	\$100.00	\$303.23
DuPage County	421 North County Farm Road Wheaton, IL 60187	10	HP	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS	2M20300988	12A-12A 4 HOUR	1	10/31/2023	\$100.00	\$3.23	\$100.00	\$100.00	\$100.00	\$303.23
DuPage County	421 North County Farm Road Wheaton, IL 60187	11	HP	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS	2M2030098B	12A-12A 4 HOUR	1	10/31/2023	\$100.00	\$3.23	\$100.00	\$100.00	\$100.00	\$303.23
DuPage County	421 North County Farm Road Wheaton, IL 60187	12	HP	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS	2M2030098C	12A-12A 4 HOUR	1	10/31/2023	\$100.00	\$3.23	\$100.00	\$100.00	\$100.00	\$303.23
DuPage County	421 North County Farm Road Wheaton, IL 60187	13	HP	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS	2M20300989	12A-12A 4 HOUR	1	10/31/2023	\$100.00	\$3.23	\$100.00	\$100.00	\$100.00	\$303.23
DuPage County	421 North County Farm Road Wheaton, IL 60187	14	HP	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS	2M20330BCN	12A-12A 4 HOUR	1	10/31/2023	\$100.00	\$3.23	\$100.00	\$100.00	\$100.00	\$303.23
DuPage County	421 North County Farm Road Wheaton, IL 60187	15	HP	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS	2M20330BCV	12A-12A 4 HOUR	1	10/31/2023	\$100.00	\$3.23	\$100.00	\$100.00	\$100.00	\$303.23

Here is a quick summary of the quote:

- As part of your maintenance agreement, you will also receive use of our complimentary "ExpressConnect" Platform for Service Call Placement, Asset & Warranty Tracking and Remote Monitoring.
- This quote includes Hardware Parts Replacement and Technical Support.
- This quote may include Software Technical Support (select systems).
- This quote does not include Software or Firmware Subscriptions.
- Any items not on the equipment list receiving service, or work performed outside of scope will be billed at a T&M rate.
- Phone Home is included in the maintenance cost on all applicable systems that we support.
- Equipment can be deleted or this Agreement may be terminated, without penalty, by either party upon thirty (30) days' prior written notice.

Disclaimer:

Tax is not included in this quote, but will be listed on the invoice when applicable. If you are exempt, please provide an exemption certificate to avoid being charged sales tax.

An updated Vendor Ethics Disclosure form has been requested.



Transportation Change Order with Resolution

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

File #: 23-3059

Agenda Date: 10/3/2023

Agenda #: 7.A.

TE-P-0418A-21

AMENDING RESOLUTION TO AT&T MOBILITY II LLC D/B/A AT&T MOBILITY
FOR CELLULAR AND WIRELESS SERVICES FOR DU PAGE COUNTY DEPARTMENTS
(INCREASE DOT SHARE \$60,000.00, + 5.62%)

WHEREAS, the DuPage County Board has heretofore awarded a contract with AT&T Mobility II LLC d/b/a AT&T Mobility on October 9, 2021, pursuant to the Intergovernmental Agreement between the County of DuPage and National Association of State Procurement Officers (NASPO-Master Agreement #149) for wireless services and devices; and

WHEREAS, the Division of Transportation is requesting approval to increase the contract total by \$60,000.00 to cover cellular and wireless charges for the duration of the contract term (July 24, 2024) due to the conversion and addition of mobile devices to provide higher functionality; and

WHEREAS, the circumstances that necessitate the change in costs were not reasonably foreseeable at the time the contract was signed; and

WHEREAS, it is in the best interest of the County to increase the contract and said change is authorized by law.

NOW, THEREFORE BE IT RESOLVED, that the DuPage County Board adopt this amendment to TE-P-0418-21, issued to AT&T Mobility, to increase the encumbrance in the amount of \$60,000.00, resulting in an amended contract amount of \$1,127,950.00, an increase of 5.62%.

Enacted and approved this 10th day of October, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

DOT 10/3
FI+CB 10/10



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

Date: Sep 22, 2023

MinuteTraq (IQM2) ID #: _____

Purchase Order #: 5541-1-SERV	Original Purchase Order Date: Dec 1, 2021	Change Order #: 3	Department: Division of Transportation
Vendor Name: A T & T MOBILITY II LLC DBA AT&T MOBILITY-NATIONAL ACT	Vendor #: 10009	Dept Contact: Kathleen Black Curcio	
Background and/or Reason for Change Order Request:	Contract to provide cellular devices/service for the Division of Transportation. 12/01/2021-07/24/2024 Increase LN3 (3500-53260) \$9,000.00 and increase LN4 (3510-53260) \$51,000.00.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE	
A	Starting contract value \$1,067,950.00
B	Net \$ change for previous Change Orders
C	Current contract amount (A + B) \$1,067,950.00
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease \$60,000.00
E	New contract amount (C + D) \$1,127,950.00
F	Percent of current contract value this Change Order represents (D / C) 5.62%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) 5.62%
DECISION MEMO NOT REQUIRED	

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

DECISION MEMO REQUIRED	
<input type="checkbox"/> Increase (greater than 29 days) contract expiration from: _____ to: _____	
<input checked="" type="checkbox"/> Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount	<input checked="" type="checkbox"/> Funding Source <u>3500-9k/3510-51k</u>
<input type="checkbox"/> OTHER - explain below: _____	

Prepared By (Initials)	6892	Sep 22, 2023	<i>WGS</i>	Recommended for Approval (Initials)	9/26/23
REVIEWED BY (Initials Only)					
Buyer		Date	<i>mecl</i>	Procurement Officer	9/27/23
Chief Financial Officer (Decision Memos Over \$25,000)		Date		Chairman's Office (Decision Memos Over \$25,000)	Date



Decision Memo

Procurement Services Division

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

Date: Sep 26, 2023

MinuteTraq (IQM2) ID #: _____

Department Requisition #: _____

Requesting Department: Division of Transportation	Department Contact: Kathleen Black Curcio
Contact Email: kathy.black@dupagecounty.gov	Contact Phone: 6892
Vendor Name: A T & T Mobility	Vendor #: 10009

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

Increase DOT lines for the AT&T service agreement to provide cellular devices off of the FirstNet network.

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

The DOT Highway Operations pays for 103 phone lines. The DOT migrated from feature phones (flip phones) to smart phones after the contract start. The contract totals were based on \$20.00 per phone, per month (flip phone). With the switch over to smart phones the new totals were \$30.00 per phone, per month. The DOT Administration pays for 28 phone lines. The contract was set up with totals based on \$43.00 per phone, per month and with the upgraded phones the new totals are \$50.00 per phone, per month.

Strategic Impact

Select one of the six strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

Our first responder departments will be able to communicate over AT&T's private band 14 network in case of emergencies when normal commercial cellular networks are overburdened.

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

AT&T has the only Federal Government private band network for first responders. The pricing is additionally part of a NASPO cooperative contract.

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

1. Increase DOT lines of this service agreement. This is the recommended option.
2. Pay DOT portion of pending invoices non-encumbered. Not recommended as the County has entered into a service agreement through fiscal year 2024.
3. Do not pay DOT portion of pending invoices. Not recommended as the invoice covers all of the Countys service and not paying a portion of the invoice could stop service to all of the County.

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

There is sufficient DOT funding for this increase.



Transportation Requisition under \$30,000

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

File #: 23-3239

Agenda Date: 10/17/2023

Agenda #: 6.A.



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#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$15,150.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 10/17/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$15,150.00
	CURRENT TERM TOTAL COST: \$15,150.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Carahsoft Technology Corporation	VENDOR #: 12819	DEPT: Division of Transportation	DEPT CONTACT NAME: William Eidson
VENDOR CONTACT: Lara Silva	VENDOR CONTACT PHONE: 703-889-9881	DEPT CONTACT PHONE #: 630-407-6900	DEPT CONTACT EMAIL: william.eidson@dupageco.org
VENDOR CONTACT EMAIL: laraFSilva@carahsoft.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Contract purchase order for 5 OpenRoads Designer SELECT license renewal/subscriptions for the Division of Transportation, starting December 1, 2023 to November 30, 2024.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Software is used to design highways, intersection improvements, traffic signal systems and various other roadway related improvements as part of the County's commitment to state of good repair, motorist and pedestrian safety, and environmental stewardship.			

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

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Carahsoft Technology Corporation	Vendor#: 12819	Dept: Division of Transportation	Division: Finance
Attn: Lara Silva	Email: LaraFSilva@carahsoft.com	Attn: DOT Finance	Email: DOTFinance@dupageco.org
Address: 11493 Sunset Hills Rd	City: Reston	Address: 421 N. County Farm Road	City: Wheaton
State: VA	Zip: 20190	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Carahsoft Technology Corporation	Vendor#: 12819-R01	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2023	Contract End Date (PO25): Nov 30, 2024
Contract Administrator (PO25): Kathleen Black Curcio			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	5	EA	12662-2-2	OpenRoads Designer SELECT Subscription	FY24	1500	3500	53807		3,030.00	15,150.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 15,150.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Contract purchase order for 5 OpenRoads Designer SELECT license renewal/subscriptions for the Division of Transportation, starting December 1, 2023 to November 30, 2024.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



Carahsoft Technology Corp

11493 Sunset Hills RD
Reston, VA 20190
USA

Date September 14, 2023	Page 1
Invoice Number	

Sold to:

DuPage County Division of Trans.
ATTN: Daniel Nowak
421 N. County Farm Rd.
Wheaton, IL 60187-3978 USA

Ship to:

PO Number	Order Date	Customer No.	Salesperson	Order No.	Ship Via	Terms
			LSILVA		ESD	PP

Qty. Ord.	Qty. Shp.	Item Number	Description	Unit Price	Extended Price
5	5	12662-2-2	OpenRoads Designer SELECT Subscription Bentley Systems, Inc. - 12662 Start Date: 12/01/2023 End Date: 11/30/2024	\$3,030.00	15,150.00

Remit to: Carahsoft Technology Corporation 11493 Sunset Hills RD Reston, VA 20190 FEIN 52-2189693 DUNS 088365767 CA Sales Tax # SC OHB 100-529633	Subtotal 15,150.00 Total Sales Tax <hr/> Total Amount 15,150.00 Less Payment <hr/> Amount Due 15,150.00
For questions on this invoice, please contact Collections at Collections@carahsoft.com	



Required Vendor Ethics Disclosure Statement

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

Date: 10/12/23

Bid/Contract/PO #: _____

Company Name: Carahsoft Technology Corp.	Company Contact: Lara Silva
Contact Phone: 703.889.9881	Contact Email: larasilva@carahsoft.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature Signature on File

Printed Name Lara Silva

Title Senior Account Manager

Date 10/12/23

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