



# DU PAGE COUNTY

## Technology Committee

### Final Summary

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

---

**Tuesday, February 17, 2026**

**11:00 AM**

**Room 3500B**

---

**1. CALL TO ORDER**

11:00 AM meeting was called to order by Chair Covert at 11:07 AM.

**2. ROLL CALL**

Conor McCarthy was present as a representative for Bob Berlin, State's Attorney.  
Guillermo Franco was present as a representative for Liz Chaplin, County Recorder.  
Chad Pierce was present as a representative for Jean Kaczmarek, County Clerk.  
Eileen Roberts was present as a representative for Gwen Henry, County Treasurer.

<b>PRESENT</b>	Berlin, Chaplin, Childress, Covert, Eckhoff, Henry, Kaczmarek, Lukas, Martinez, White, and Yoo
<b>ABSENT</b>	Galassi

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

No remarks were offered.

**4. PUBLIC COMMENT**

No public comments were offered.

**5. APPROVAL OF MINUTES**

5.A. [26-0622](#)

Approval of Minutes for the Technology Committee - Regular Meeting - Tuesday, February 3, 2026

**Attachments:** [2026-02-03 Technology Minutes \(summary\).pdf](#)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Michael Childress
<b>SECONDER:</b>	Judith Lukas

**6. BUDGET TRANSFERS**

6.A. [26-0667](#)

Budget adjustment total amount of \$850: \$100 from 1100-2900-53800 (Printing) to 1100-2900-53800-0001 (Copier Usage) and \$750 from 1100-2900-54100 (IT Equipment) to 1100-2900-54100-0700 (IT Equipment - Capital Lease), to move funds from incorrectly budgeted lines for copier usage and lease in FY26.

**Attachments:** [Budget Transfer - \\$850.00 \(GIS - Toshiba\)](#)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Michael Childress
<b>SECONDER:</b>	Judith Lukas

6.B. [26-0711](#)

Budget adjustment total amount of \$96,384 from 1000-1110-52100 (I.T. Equipment - Small Value) to 1000-1110-54100 (I.T. Equipment), to cover FY25 invoice for Insight Public Sector PO #7956-1-SERV.

**Attachments:** [Budget Transfer - \\$96,384.00](#)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Michael Childress
<b>SECONDER:</b>	Judith Lukas

7. **PROCUREMENT REQUISITIONS**

7.A. [TE-CO-0002-26](#)

Amendment to purchase order 7399-0001 SERV, issued to Imaging Systems, Inc. d/b/a Integrated Document Technologies (IDT), for the annual Hyland and CAPSYS Software Assurance maintenance of imaging systems, for Supervisor of Assessments, Treasurer, Family Center, Coroner, and County Clerk, paid for by Information Technology, to increase the contract in the amount of \$28,000, resulting in an amended contract total amount not to exceed \$355,930.81.

**Attachments:** [IDT - 7399-1-SERV - Change Order #1](#)  
[IDT - 7399-1-SERV - Change Order #1 - Contract](#)  
[IDT - 7399-1-SERV - Change Order #1 - VED](#)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Yeena Yoo
<b>SECONDER:</b>	Michael Childress

7.B. [TE-P-0003-26](#)

Recommendation for the approval of a contract purchase order to Insight Public Sector, for the procurement of annual maintenance and support of Veritas Netbackup software, for Information Technology, for the period of March 18, 2026 through March 17, 2029, for a contract total amount of \$385,588.50. Contract pursuant to the Intergovernmental Cooperation Act (OMNIA Partners Contract #23-6692-03).

**Attachments:** [Insight \(Veritas Net Backup\) - PRCC](#)  
[Insight \(Veritas Net Backup\) - Quote #0229117253](#)  
[Insight \(Veritas Net Backup\) - Omnia Contract #23-6692-03](#)  
[Insight \(Veritas Net Backup\) - VED](#)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Michael Childress
<b>SECONDER:</b>	Judith Lukas

7.C. [26-0617](#)

Recommendation for the approval of a contract purchase order to SiteImprove, Inc., for annual web governance services, for Information Technology, for the period of May 1, 2026 through April 30, 2027, for a contract total amount of \$19,558.75. Exempt from bidding per 55 ILCS 5/5-1022(d) - IT/Telecom purchases which do not exceed \$35,000.

**Attachments:** [SiteImprove - PRCC](#)  
[SiteImprove - PO Request S00004418](#)  
[SiteImprove - GSA Contract #GS-35F-036CA](#)  
[SiteImprove - VED](#)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Michael Childress
<b>SECONDER:</b>	Judith Lukas

7.D. [26-0620](#)

Recommendation for the approval of a contract purchase order to SHI International Corp, for the procurement of NinjaOne Advanced licensing, for Information Technology, for the period of one (1) year upon approval, for a contract total of \$25,200. Contract pursuant to the Intergovernmental Cooperation Act (Sourcewell Contract #121923-SHI).

Member Yoo asked what NinjaOne is. Discussion ensued.

**Attachments:** [SHI \(NinjaOne\) - PRCC.pdf](#)  
[SHI \(NinjaOne\) - Quote #27096969](#)  
[SHI \(NinjaOne\) - Sourcewell Contract #121923-SHI](#)  
[SHI \(NinjaOne\) - VED](#)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Michael Childress
<b>SECONDER:</b>	Judith Lukas

7.E. [26-0624](#)

Recommendation for the approval of a contract purchase order to CDW Government, Inc., for the procurement of laptops, for Information Technology, for a total contract amount of \$19,278.40. Contract pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2 (Sourcewell Contract #121923-CDW).

Member Lukas asked how many laptops this cost covers, to which Mr. McPhearson responded 14.

- Attachments:** [CDW \(Finance Laptops\) - PRCC](#)  
[CDW \(Finance Laptops\) - Quote #PSLF386](#)  
[CDW - Sourcewell State of IL #R-257160](#)  
[CDW \(Finance Laptops\) - VED](#)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Michael Childress
<b>SECONDER:</b>	Yeena Yoo

8. INFORMATIONAL ITEMS

8.A. [HS-P-0015-26](#)

Recommendation for the approval of a contract purchase order to Kronos, Inc., for time clocks for the DuPage Care Center, for the period February 25, 2026 through February 24, 2027, for a contract total amount not to exceed \$52,624. Per 55 ILCS 5/5-1022(c) not suitable for competitive bids. (Sole Source - sole maintenance/upgrade provider.) (DuPage Care Center)

CIO Anthony McPhearson explained the reason for this procurement item. Discussion ensued.

- Attachments:** [Kronos, Inc., A UKG Company PRCC](#)  
[Kronos, Inc., A UKG Company Sole source\\_IL\\_DuPage Care Center\\_20260202\\_Redacted.pdf](#)  
[Kronos, Inc., A UKG Company pricing pages.pdf](#)  
[Kronos, Inc., A UKG Company Vendor Ethics](#)

<b>RESULT:</b>	ACCEPTED AND PLACED ON FILE
<b>MOVER:</b>	Michael Childress
<b>SECONDER:</b>	Yeena Yoo

8.B. [FI-P-0001-26](#)

Recommendation for the approval of a contract purchase order issued to Medici Land Governance, Inc., for a comprehensive land record management system, for the Recorder's Office, for the period of April 1, 2026 through November 30, 2029, for a contract total amount of \$899,900; per RFP #25-109-REC. (Recorder's Office)

**Attachments:**    [Medici PRCC](#)  
                          [Medici Technical Proposal](#)  
                          [Medici Price Proposal](#)  
                          [Medici Scorecard](#)  
                          [Medici Proposal Form](#)  
                          [Medici Vendor Ethics](#)

<b>RESULT:</b>	ACCEPTED AND PLACED ON FILE
<b>MOVER:</b>	Michael Childress
<b>SECONDER:</b>	Yeena Yoo

**9. OLD BUSINESS**

No old business was discussed.

**10. NEW BUSINESS**

No new business was discussed.

**11. ADJOURNMENT**

With no further business, the meeting was adjourned.



# Minutes

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

---

**File #:** 26-0622

**Agenda Date:** 2/17/2026

**Agenda #:** 5.A.

---



# DU PAGE COUNTY

## Technology Committee

### Final Summary

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

---

**Tuesday, February 3, 2026**

**11:00 AM**

**Room 3500B**

---

**1. CALL TO ORDER**

11:00 AM meeting was called to order by Chair Covert at 11:03 AM.

**MOTION TO ALLOW FOR REMOTE PARTICIPATION**

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

**2. ROLL CALL**

Conor McCarthy was present as a representative for Bob Berlin, State's Attorney.  
Guillermo Franco was present as a representative for Liz Chaplin, County Recorder.  
Chad Pierce was present as a representative for Jean Kaczmarek, County Clerk.

<b>PRESENT</b>	Berlin, Chaplin, Childress, Covert, Eckhoff, Henry, Kaczmarek, Lukas, Martinez, White, and Yoo
<b>REMOTE</b>	Galassi

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

Chair Covert provided the following remarks:

We have some great news to report this morning. Our own Chief Information Officer, Anthony McPhearson, has been selected as a finalist for the annual Chicago C-I-O Orbie Awards. The ORBIE Awards honor CIOs setting the standard for leadership. Each finalist demonstrates excellence in technology leadership-driving growth, inspiring teams, and transforming organizations across Chicagoland.

Anthony was selected as one of 35 finalists from a group of 190 nominees considered by the group Chicago CIO, which is the local leadership network of chief information officers (CIOs) in Chicagoland. Anthony is a finalist in the non-profit/public sector category. He was one of six individuals selected in that category. An announcement highlighting the finalists is in Crain's Chicago Business this week. Winners will be announced May 8th at an event in Chicago.

Congratulations, Anthony. This is an impressive achievement and reflects very well on your hard work and the IT team here at DuPage County.

**4. PUBLIC COMMENT**

No public comments were offered.

**5. APPROVAL OF MINUTES**

5.A. [26-0468](#)

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

January 20, 2026

**Attachments:** [2026-01-20 Technology Minutes](#)

**RESULT:** APPROVED  
**MOVER:** Michael Childress  
**SECONDER:** Gwen Henry

**6. BUDGET TRANSFERS**

6.A. [26-0467](#)

Budget adjustment total amount of \$27,814 - \$24,291 from 1100-2900-51000 (Benefit Payments) and \$3,523 from 1100-2900-51030 (Employer Share Social Security) to 1100-2900-51040 (Employee Med & Hosp Insurance), to cover GIS employee costs for FY2025.

**Attachments:** [\\$27,814.00 \(Med & Hospital Insurance FY2025 - GIS\)](#)

**RESULT:** APPROVED  
**MOVER:** Michael Childress  
**SECONDER:** Judith Lukas

**7. PROCUREMENT REQUISITIONS**

7.A. [26-0398](#)

Recommendation for the approval of an amendment to purchase order 7707-0001 SERV, issued to Kinsey & Kinsey, Inc., for the creation of a reporting database, to increase the contract in the amount in the amount of \$15,400, resulting in an amended contract total amount not to exceed \$29,925.

**Attachments:** [Kinsey - 7707-1-SERV \(External Reporting\) - Change Order #2](#)  
[Kinsey - 7707-1-SERV \(External Reporting\) - Change Order #2 - Decision Memo](#)  
[Kinsey - 7707-1-SERV \(External Reporting\) - VED](#)

**RESULT:** APPROVED  
**MOVER:** Judith Lukas  
**SECONDER:** Michael Childress

**8. PRESENTATION**

8.A. [26-0410](#)

GIS Presentation

Tom Ricker gave a presentation on demographic data in DuPage County.

**9. OLD BUSINESS**

No old business was discussed.

**10. NEW BUSINESS**

No new business was discussed.

**11. ADJOURNMENT**

With no further business, the meeting was adjourned.



## Budget Transfer

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

---

**File #:** 26-0667

**Agenda Date:** 2/17/2026

**Agenda #:** 6.A.

---

DuPage County, Illinois  
 BUDGET ADJUSTMENT  
 Effective October 1, 2024

From: 1100  
 Company #

G.I.S.  
 From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
2900	53800	0000	PRINTING	\$ 100.00	2,000.00	1,500.00	2/5/26
2900	54100	0000	IT EQUIPMENT	\$ 750.00	13,000.00	2,250.00	2/5/26
Total				\$ 850.00			

To: 1100  
 Company #

G.I.S.  
 To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
2900	53800	0001	COPIER USAGE	\$ 100.00	0	100.00	2/5/26
2900	54100	0700	IT EQUIPMENT - CAPITAL LEASE	\$ 750.00	0	750.00	2/5/26
Total				\$ 850.00			

Reason for Request:

Moving from incorrectly budgeted lines for copier usage & lease in FY25.

Signature on File \_\_\_\_\_

02/05/2026

Department Signature on File \_\_\_\_\_

Date

2/6/24

Activity \_\_\_\_\_  
 (optional)

Chief Financial Officer \_\_\_\_\_

Date

\*\*\*\*Please sign in blue ink on the original form\*\*\*\*

Finance Department Use Only

Fiscal Year 26 Budget Journal # \_\_\_\_\_ Acctg Period \_\_\_\_\_

Entered By/Date \_\_\_\_\_ Released & Posted By/Date \_\_\_\_\_

Tech - 2/17/26  
 FIN/OR - 2/24/26



## Budget Transfer

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

---

**File #:** 26-0711

**Agenda Date:** 2/17/2026

**Agenda #:** 6.B.

---

FY25

DuPage County, Illinois  
BUDGET ADJUSTMENT  
Effective October 1, 2024

From: 1000  
Company #

INFORMATION TECHNOLOGY  
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
1110	52100		I.T. EQUIPMENT-SMALL VALUE	\$ 96,384.00	183,942.37	87,558.37	2/9/26
Total				\$ 96,384.00			

To: 1000  
Company #

INFORMATION TECHNOLOGY  
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
1110	54100		IT EQUIPMENT	\$ 96,384.00	80,000.00	176,384.00	2/9/26
Total				\$ 96,384.00			

Reason for Request:

To cover FY25 invoice for Insight Public Sector PO #7956-1-SERV.

Signature on File

02/09/2026

Signature on File

Date

*Handwritten signature*

Activity \_\_\_\_\_  
(optional)

Chief Financial Officer

Date

\*\*\*\*Please sign in blue ink on the original form\*\*\*\*

Finance Department Use Only			
Fiscal Year <u>25</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

*Handwritten mark*

TECH - 2/17/26  
FIN/OB - 2/24/26



# Technology Change Order with Resolution

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

---

**File #:** TE-CO-0002-26

**Agenda Date:** 2/17/2026

**Agenda #:** 22.A.

---

AMENDMENT TO COUNTY CONTRACT 7399-0001 SERV  
ISSUED TO IMAGING SYSTEMS, INC. D/B/A/ IDT  
FOR ANNUAL HYLAND AND CAPSYS  
SOFTWARE ASSISTANCE MAINTENANCE  
FOR INFORMATION TECHNOLOGY  
(INCREASE ENCUMBRANCE \$28,000)

WHEREAS, County Contract 7399-0001 SERV was approved by the DuPage County Board on November 26, 2024; and

WHEREAS, the Technology Committee recommends changes as stated in the Change Order Notice to County Contract 7399-0001 SERV, issued to Imaging Systems, Inc. d/b/a IDT, for the annual Hyland and CAPSYS Software Assistance maintenance, for Supervisor of Assessments, Treasurer, Family Center, Coroner, and County Clerk, to add a new line for Rabies Cert Index and Capture for Animal Services, and increase the contract by \$28,000.00 resulting in an amended contract total of \$355,930.81.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopt the Change Order Notice to County Contract 7399-0001 SERV, issued to Imaging Systems, Inc. d/b/a IDT, for the annual Hyland and CAPSYS Software Assistance maintenance for Supervisor of Assessments, Treasurer, Family Center, Coroner, and County Clerk, to add a new line for Rabies Cert Index and Capture for Animal Services and increase the contract by \$28,000.00 resulting in an amended contract total of \$355,930.81.

Enacted and approved this 24th day of February, 2026 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK

TEC 2/17  
 FI+CB 2/24

**REQUEST FOR CHANGE ORDER FORM**

Procurement Services Division  
 Revised 10-01-2025

Date: Jan 22, 2026

File ID #: 24-2995

<b>Purchase Order #:</b> 7399-1-SERV	<b>Original Purchase Order Date:</b> Jan 1, 2025	<b>Change Order #:</b> 1	<b>Department:</b> Information Technology
<b>Vendor Name:</b> IMAGING SYSTEM, INC.		<b>Vendor #:</b> 11487	<b>Dept. Contact:</b> Richard Burnson
<b>Action Requested and Reason for Change Order Request:</b>	Increase total contract amount by \$28,000.00 Add a new line coded to Animal Services FY26 1100-1300-53020 and increase line by \$12,000 for Rabies Cert Index & Capture Add a new line coded to Animal Services FY27 1100-1300-53020 and increase line by \$16,000 for Rabies Cert Index & Capture		

**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	\$327,930.81
B	Net \$ Change for Previous Change Order	\$0.00
C	Current Contract Amount (A + B)	\$327,930.81
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$28,000.00
E	New Contract Amount (C + D)	\$355,930.81
F	Cumulative Change Order Amount (B + D)	\$28,000.00
G	Cumulative Percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	8.54%

**DECISION MEMO NOT REQUIRED - Check Applicable Box(es)**

- Cancel Entire Order
- Close Contract
- Contract Extension (≤59 Days)
- Update Budget Code
- Change Budget Code From: \_\_\_\_\_ to: \_\_\_\_\_
- Increase/Decrease Quantity From: \_\_\_\_\_ to: \_\_\_\_\_
- Price Shows: \_\_\_\_\_ should be: \_\_\_\_\_
- Move Funds Between Lines
- Decrease Remaining Encumbrance and Close Contract
- Increase Encumbrance and Close Contract
- Decrease Encumbrance
- Increase Encumbrance

**DECISION MEMO REQUIRED - Check Applicable Box(es) and Fill In All Answers Below**

- Contract Extension Greater Than 59 Days From \_\_\_\_\_ to: \_\_\_\_\_
- Cancel Contract
- Cumulative Increase Greater Than \$10,000 (Row 'F' Above)
- Other - Explain In Summary Explanation Box Below

**Summary Explanation** - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.  
 Integrated Document Technologies (IDT) is the provider of OnBase and has the most efficient and cost effective solution for outsourcing of document prep, scanning, image enhancing, visual image quality control, daily image export and indexing, of Animal Services monthly rabies certificates remitted by veterinary partners. IDT has performed these services since 2018 and has helped Animal Services successfully scan and index hundreds of thousands of hardcopy rabies certificates, increasing the efficiency with which Animal Services and municipalities are able to verify compliance and reunite lost pets with their owners. Outsourcing of ongoing prep, scanning, imaging enhancing, daily image export and indexing of Animal Services rabies certificates that would otherwise require a full time employee to scan and index approximately 100,000 hardcopy certificates annually. Animal Services is looking to make changes to how IDT processes rabies certificates aimed at increasing efficiency and reducing the amount of paper wasted. These changes have resulted in changes to the scope of work and a slight increase in cost for IDT's services.

**Original Source Selection/Vetting Information** - Describe method used to select source; for instance, bid, RFP, sole source, etc.  
 Sole Source per DuPage County ordinance, section 2-350

**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.  
 1. Approve this change order as-is allowing Animal Services to increase the efficiency with which rabies certificates are scanned and indexed. These changes will reduce the number of staff hours spent scanning hard copy certificates while greatly reducing paper waste.  
 2. Do not approve this change order. Animal Services will maintain the current process in place for processing rabies certificates, resulting in zero improvements in efficiency and continued paper waste.  
 3. Discontinue services provided by IDT to Animal Services resulting in the need for additional headcount to manually scan, enter and index more than 100,000 hardcopy rabies certificates annually.

**Fiscal Impact/Cost Summary** - Include projected cost for each fiscal year, approved budget amount and account number  
 FY26 1100-1300-53020 \$12,000  
 FY27 1100-1300-53020 \$18,000

<b>APPROVALS - Initials Only</b>					
			Signature on File		
KAL	2803	Feb 5, 2026		2806	2/6/2026
Prepared By	Phone Ext.	Date	Recommended for Approval	Phone Ext.	Date
		2/11/2026			
Reviewed by Procurement Officer	Date		Completed by Buyer	Date	

**DuPage Animal Control Document Conversion Services Rabies Certification**



Integrated Document Technologies, Inc. (IDT)  
 1009 W. Hawthorn Drive  
 Itasca, IL 60143  
 Phone: (630) 875-1100  
 Fax: (630) 875-1101

**DuPage County Animal Control**  
 Meghan Reese / Laura Flaminio

Prepared by: David Raboin, Senior Engagement Manager  
 1/28/26

**Rabies Certification Email Ingestion Modification**

QTY	DESCRIPTION	Per Image Fee	Ext. Price
TBD	<b>Service Fee Description</b>		
	Backlog & day-forward Rabies Certificate Document Conversion Fees	\$0.125	TBD
	Per Single-Sided Image Fee		
	14 Day SLA		
	Monthly Report with Scan/Import date VS Completed Date with Monthly Bill		
	Email Import License	\$0.015	TBD
	IoT Smart Connect Scanning	No Cost	No Cost
	<i>Locked in price for 2 year 3/1/2026 - 2/28/2028</i>		
		<b>Unit Price</b>	<b>Total Price</b>
1	<b>Professional Service to Configure and Set up Email Ingestion</b>	\$2,500.00	\$2,500.00
	One Time Fee for IDT to work with Animal Control Employees and DuPage IT to configure Email Import Includes a UAT Session to ensure set up meets Animal Control needs and Training.		
Assumptions: DuPage IT will provide OAuth 2.0 access to email box to allow automatic ingestion of emails.			
Total Per Single Page Document Cost:			\$0.14
Total Professional Services:			\$2,500.00

**Document Conversion Services Details**

**Services Summary:** Includes physical labor, facilities, temporary secure document storage, scanning equipment, capture software & connectivity to DuPage County's existing OnBase System. Since IDT currently supports DuPage County's OnBase system, all connectivity support and problem resolution is included. IDT provides turn-key document conversion services including: QA, image optimization, indexing and direct document export into Animal Control's existing OnBase system.

**Image Enhancement:** IDT will utilize our in-house DCSU software technology to perform image clean-up and image enhancement to minimize artifacts and maximize the clarity and readability of image.

**Visual Image Quality Control:** IDT will perform a visual review of scanned image quality to ensure proper image orientation, proper contrast, clarity and readability.

**Document Indexing:** IDT will index each certificate using our in-house DCSU Capture software. This project is scoped to include a maximum of 6 index field values for each document/certificate. IDT's staff will key the following fields: Tag #, Owner Name, City, Address, Pet Name, and Microchip Number. Additional index fields will be subject to higher per image fee.

**Routine Image Export:** IDT will provide a process to securely upload the digital images and associated meta-data on a routine basis into the Animal Control's OnBase application. IDT will utilize the "send-to-OnBase" functionality to do routine exports and ensure DuPage County has the quickest possible access to recently imaged documents in OnBase.

**General Assumptions**  
 Document Conversion Services Pricing Schedule (March 1, 2026 - February 28, 2028)  
 Integrated Document Technologies  
 1009 Hawthorn Drive  
 Itasca, IL 60143

This proposal is based on the documented requirements in this proposal. Should any assumptions be incorrect, please notify IDT immediately as it may impact the accuracy of this proposal. All document Conversion Services will be performed at IDT's facility in Itasca, IL during Standard Business Hours Mon - Fri 8am-5pm CT.

**Document Conversion Services Details**  
 IDT will not maintain any copies of the digitized vaccination certificates.

**Terms:** Professional Services are net 30 terms unless otherwise indicated.

IDT will invoice above Services on a monthly basis based on the total number of certificates scanned and indexed.

**Milestone #1:** \$1,500.00 Professional Service Due at signing of quote  
**Milestone #2:** \$1,000.00 Professional Service Due at Release from Go-Live

**Total : \$2,500.00**

*Please note: IDT reserves the right to bill some/all portions of any milestone before project completion should the customer delay for more than 30 days.*

**Signature on File**

DuPage County Animal Control Authorized Signature and PO# (if applicable)

*1-29-2026*

Date



# 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: 2/7/2026

Bid/Contract/PO #: PO 7399-1-SERV

Company Name: IDT Inc.	Company Contact: David Raboin
Contact Phone: 224-443-0040	Contact Email: draboin@idt-inc.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

[Redacted Signature]

Printed Name David Raboin

Title Senior Engagement Manager

Date 02/07/2026

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



## Technology Requisition \$30,000 and Over

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

---

**File #:** TE-P-0003-26

**Agenda Date:** 2/17/2026

**Agenda #:** 22.B.

---

AWARDING RESOLUTION ISSUED TO  
INSIGHT PUBLIC SECTOR  
FOR VERITAS NETBACKUP MAINTENANCE AND SUPPORT  
FOR INFORMATION TECHNOLOGY  
(CONTRACT TOTAL AMOUNT \$385,588.50)

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 the annual maintenance and support of Veritas Netbackup software; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the OMNIA Partners Contract #23-6692-03, the County of DuPage will contract with Insight Public Sector; and

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract to Insight Public Sector, for the annual maintenance and support of Veritas Netbackup software, for the period of March 18, 2026 through March 17, 2029, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for the annual maintenance and support of Veritas Netbackup software, for the period of March 18, 2026 through March 17, 2029, for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to Insight Public Sector, 6820 Harl Ave., Tempe, AZ 85283-4318, for a contract total amount not to exceed \$385,588.50, per contract pursuant to the OMNIA Partners Contract #23-6692-03.

Enacted and approved this 24<sup>th</sup> day of February, 2026 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 26-0485	RFP, BID, QUOTE OR RENEWAL #: Quote #0229117253	INITIAL TERM WITH RENEWALS: 3 YRS + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$385,588.50
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 02/17/2026	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$385,588.50
	CURRENT TERM TOTAL COST: \$385,588.50	MAX LENGTH WITH ALL RENEWALS: THREE YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Insight Public Sector	VENDOR #: 10809	DEPT: Information Technology	DEPT CONTACT NAME: Joe Hamlin
VENDOR CONTACT: Bob Erwin	VENDOR CONTACT PHONE: 1-480-366-7058	DEPT CONTACT PHONE #: x5063	DEPT CONTACT EMAIL: Joe.Hamlin@dupagecounty.gov
VENDOR CONTACT EMAIL: berwin@insight.com	VENDOR WEBSITE: www.insight.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.). Veritas Netbackup on-prem and cloud services for data recovery purchased via OMNIA Partners Contract #23-6692-03 for a 3-year term, billed annually, totaling \$385,588.50.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This procurement is necessary because backups are a vital part of IT. Having our backups on unsupported hardware could lead to data loss.			

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

<b>SECTION 3: DECISION MEMO</b>	
SOURCE SELECTION	Describe method used to select source. Our current contract with Veritas expires in March 2026. Due to the hardware investment in 2024, we will continue to use Veritas as our backup solution until the appliances go end of life.
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. Renew and keep county data backed up and secure. 2. Do nothing and risk data loss.

### SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

### SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Insight Public Sector Inc.	Vendor#: 10809	Dept: Information Technology	Division:
Attn: Bob Erwin	Email: berwin@insight.com	Attn: Sarah Godzicki	Email: ITAP@dupagecounty.gov
Address: 6820 Harl Ave	City: Tempe	Address: 421 N. County Farm Road	City: Wheaton
State: AZ	Zip: 85283-4318	State: IL	Zip: 60187
Phone: 800-467-4448	Fax:	Phone: 630-407-5037	Fax: 630-407-5001
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SAME AS ABOVE	Vendor#:	Dept: Information Technology	Division:
Attn:	Email:	Attn: Joe Hamlin	Email: Joe.Hamlin@dupagecounty.gov
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5000	Fax: 630-407-5001
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): 03/18/2026	Contract End Date (PO25): 03/17/2029

**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	Veritas backup	Veritas Backup Licensing - Year 1	FY26	1000	1110	53807		120,185.83	120,185.83
2	1	EA	Hardware maintenance	Veritas Backup Licensing - Year 1	FY26	1000	1110	53806		8,343.67	8,343.67
3	1	EA	Veritas Backup	Veritas Backup Licensing - Year 2	FY27	1000	1110	53807		120,185.83	120,185.83
4	1	EA	Hardware maintenance	Veritas Backup Licensing - Year 2	FY27	1000	1110	53806		8,343.67	8,343.67
5	1	EA	Veritas Backup	Veritas Backup Licensing - Year 3	FY28	1000	1110	53807		120,185.83	120,185.83
6	1	EA	Hardware maintenance	Veritas Backup Licensing - Year 3	FY28	1000	1110	53806		8,343.67	8,343.67
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 385,588.50

<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.  Please make First Invoice Allowed Date 02/24/2026.
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.

**Account name: 10002733**

DUPAGE COUNTY  
 421 N COUNTY FARM RD  
 WHEATON IL 60187-3978

**SHIP-TO**

DUPAGE COUNTY  
 421 N COUNTY FARM RD  
 WHEATON IL 60187-3978

**We deliver according to the following terms:**

**Payment Terms** : Net 90 days  
**Ship Via** : Insight Assigned Carrier/Ground  
**Terms of Delivery** : FOB DESTINATION  
**Currency** : USD

Quotation	
<b>Quotation Number</b>	: <a href="#">0229117253</a>
<b>Document Date</b>	: 17-JAN-2026
<b>PO Number</b>	:
<b>PO Release</b>	:
<b>Sales Rep</b>	: Bob Erwin
<b>Email</b>	: <a href="mailto:BOB.ERWIN@INSIGHT.COM">BOB.ERWIN@INSIGHT.COM</a>
<b>Phone</b>	: +14803667058
<b>Sales Rep 2</b>	: Michael Bodopol
<b>Email</b>	: <a href="mailto:MICHAEL.BODOPOL@INSIGHT.COM">MICHAEL.BODOPOL@INSIGHT.COM</a>
<b>Phone</b>	:

**This is an 3 Year commitment. Pricing reflects a commitment to the full term and quantities listed. Orders for items in this quote confirm acceptance of these terms and the payment schedule. Purchase Orders are required to reference Insight Quote # 229117253 for processing. If orders are placed annually, they should be submitted at least 15 days before the renewal date. Once accepted, orders are not cancellable, and the full multi-year commitment will apply. These terms will govern the items quoted, notwithstanding any conflicting terms in other agreements between Customer and Insight.**

**Year 1 - \$128,529.50 To be billed at time of purchase**  
**Year 2 - \$128,529.50 To be billed at anniversary**  
**Year 3 - \$128,529.50 To be billed at anniversary**

Material	Material Description	Quantity	Unit Price	Extended Price
<a href="#">SVCNBUFLEXSWV5260</a>	Cohesity NetBackup Flex 5260 - Subscription license - 1 TB Coverage Dates: 18-MAR-2026 - 17-MAR-2027 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 105.99 Discount: 15.181% Year 1 Start Date: 03/18/2026 End Date: 03/17/2027	140	89.90	12,586.00
<a href="#">SVCNBUFLEXSWV5260</a>	Cohesity NetBackup Flex 5260 - Subscription license - 1 TB Coverage Dates: 18-MAR-2026 - 17-MAR-2027 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 105.99 Discount: 15.181% Year 1 Start Date: 03/18/2026 End Date: 03/17/2027	206	89.90	18,519.40
<a href="#">CS4HV5260140TB4X25</a>	Cohesity Premium Support with 4-hour Parts Delivery and HDD Non-Return - extended service agreement - 1 year - shipment OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 5116.99 Discount: 24.673% Year 1 Start Date: 03/18/2026 End Date: 03/17/2027	1	3,854.48	3,854.48
<a href="#">CS4HV5260206TB4X25</a>	Cohesity Premium Support with 4-hour Parts Delivery - Extended service agreement - parts - 1 year - shipment - response time: 4 h - for P/N: V5260-206TB-4X25G-6X32G OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03)	1	4,489.19	4,489.19

Material	Material Description	Quantity	Unit Price	Extended Price
	List Price: 5958.99 Discount: 24.665% Year 1 Start Date: 03/18/2026 End Date: 03/17/2027			
<a href="#">SVC-NBU-ENT</a>	Cohesity NetBackup Enterprise XPLAT - On-premise standard subscription license - 1 front end TB Coverage Dates: 21-MAR-2026 - 20-MAR-2027 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 532.99 Discount: 14.938% Year 1 Start Date: 03/18/2026 End Date: 03/17/2027	70	453.37	31,735.90
<a href="#">SVC-NBU-ENT</a>	Cohesity NetBackup Enterprise XPLAT - On-premise standard subscription license - 1 front end TB Coverage Dates: 22-MAR-2026 - 21-MAR-2027 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 532.99 Discount: 14.938% Year 1 Start Date: 03/18/2026 End Date: 03/17/2027	17	453.37	7,707.29
<a href="#">SAASFORTKNOXNBUAR</a>	Cohesity FortKnox for NetBackup Archive Tier 1 - Subscription license - 1 Terabyte OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 76.99 Discount: 14.314% Year 1 Start Date: 03/18/2026 End Date: 03/17/2027	150	65.97	9,895.50
<a href="#">SAASASPENTM365STE</a>	Cohesity Alta SaaS Protection Enterprise for Microsoft 365 Suite - Standard subscription license (annual) - 1 user Coverage Dates: 22-MAR-2026 - 21-MAR-2027 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 23.99 Discount: 15.048% Year 1 Start Date: 03/18/2026 End Date: 03/17/2027	1,700	20.38	34,646.00
<a href="#">SAASASPENTADDLSTO</a>	Cohesity Alta SaaS Protection Enterprise - Standard subscription license (annual) - 5 front end TB Coverage Dates: 22-MAR-2026 - 21-MAR-2027 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 997.99 Discount: 14.900% Year 1 Start Date: 03/18/2026 End Date: 03/17/2027	6	849.29	5,095.74

Material	Material Description	Quantity	Unit Price	Extended Price
<a href="#">SVCNBUFLEXSWV5260</a>	Cohesity NetBackup Flex 5260 - Subscription license - 1 TB Coverage Dates: 18-MAR-2027 - 17-MAR-2028 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 105.99 Discount: 15.181% Year 2 Start Date: 03/18/2027 End Date: 03/17/2028	140	89.90	12,586.00
<a href="#">SVCNBUFLEXSWV5260</a>	Cohesity NetBackup Flex 5260 - Subscription license - 1 TB Coverage Dates: 18-MAR-2027 - 17-MAR-2028 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 105.99 Discount: 15.181% Year 2 Start Date: 03/18/2027 End Date: 03/17/2028	206	89.90	18,519.40
<a href="#">CS4HV5260140TB4X25</a>	Cohesity Premium Support with 4-hour Parts Delivery and HDD Non-Return - extended service agreement - 1 year - shipment OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 5116.99 Discount: 24.673% Year 2 Start Date: 03/18/2027 End Date: 03/17/2028	1	3,854.48	3,854.48
<a href="#">CS4HV5260206TB4X25</a>	Cohesity Premium Support with 4-hour Parts Delivery - Extended service agreement - parts - 1 year - shipment - response time: 4 h - for P/N: V5260-206TB-4X25G-6X32G OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 5958.99 Discount: 24.665% Year 2 Start Date: 03/18/2027 End Date: 03/17/2028	1	4,489.19	4,489.19
<a href="#">SVC-NBU-ENT</a>	Cohesity NetBackup Enterprise XPLAT - On-premise standard subscription license - 1 front end TB Coverage Dates: 21-MAR-2027 - 20-MAR-2028 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 532.99 Discount: 14.938% Year 2 Start Date: 03/18/2027 End Date: 03/17/2028	70	453.37	31,735.90
<a href="#">SVC-NBU-ENT</a>	Cohesity NetBackup Enterprise XPLAT - On-premise standard subscription license - 1 front end TB Coverage Dates: 22-MAR-2027 - 21-MAR-2028 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 532.99	17	453.37	7,707.29

Material	Material Description	Quantity	Unit Price	Extended Price
	Discount: 14.938% Year 2 Start Date: 03/18/2027 End Date: 03/17/2028			
<a href="#">SAASFORTKNOXNBUAR</a>	Cohesity FortKnox for NetBackup Archive Tier 1 - Subscription license - 1 Terabyte OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 76.99 Discount: 14.314% Year 2 Start Date: 03/18/2027 End Date: 03/17/2028	150	65.97	9,895.50
<a href="#">SAASASPENTM365STE</a>	Cohesity Alta SaaS Protection Enterprise for Microsoft 365 Suite - Standard subscription license (annual) - 1 user Coverage Dates: 22-MAR-2027 - 21-MAR-2028 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 23.99 Discount: 15.048% Year 2 Start Date: 03/18/2027 End Date: 03/17/2028	1,700	20.38	34,646.00
<a href="#">SAASASPENTADDLSTO</a>	Cohesity Alta SaaS Protection Enterprise - Standard subscription license (annual) - 5 front end TB Coverage Dates: 22-MAR-2027 - 21-MAR-2028 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 997.99 Discount: 14.900% Year 2 Start Date: 03/18/2027 End Date: 03/17/2028	6	849.29	5,095.74
<a href="#">SVCNBUFLEXSWV5260</a>	Cohesity NetBackup Flex 5260 - Subscription license - 1 TB Coverage Dates: 18-MAR-2028 - 21-MAR-2029 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 105.99 Discount: 15.181% Year 3 Start Date: 03/18/2028 End Date: 03/17/2029	140	89.90	12,586.00
<a href="#">SVCNBUFLEXSWV5260</a>	Cohesity NetBackup Flex 5260 - Subscription license - 1 TB Coverage Dates: 18-MAR-2028 - 21-MAR-2029 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 105.99 Discount: 15.181% Year 3 Start Date: 03/18/2028 End Date: 03/17/2029	206	89.90	18,519.40
<a href="#">CS4HV5260140TB4X25</a>	Cohesity Premium Support with 4-hour Parts Delivery and HDD Non-Return - extended service agreement - 1 year - shipment	1	3,854.48	3,854.48

Material	Material Description	Quantity	Unit Price	Extended Price
	OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 5116.99 Discount: 24.673% Year 3 Start Date: 03/18/2028 End Date: 03/17/2029			
<a href="#">CS4HV5260206TB4X25</a>	Cohesity Premium Support with 4-hour Parts Delivery - Extended service agreement - parts - 1 year - shipment - response time: 4 h - for P/N: V5260-206TB-4X25G-6X32G OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 5958.99 Discount: 24.665% Year 3 Start Date: 03/18/2028 End Date: 03/17/2029	1	4,489.19	4,489.19
<a href="#">SVC-NBU-ENT</a>	Cohesity NetBackup Enterprise XPLAT - On-premise standard subscription license - 1 front end TB Coverage Dates: 21-MAR-2028 - 21-MAR-2029 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 532.99 Discount: 14.938% Year 3 Start Date: 03/18/2028 End Date: 03/17/2029	70	453.37	31,735.90
<a href="#">SVC-NBU-ENT</a>	Cohesity NetBackup Enterprise XPLAT - On-premise standard subscription license - 1 front end TB Coverage Dates: 22-MAR-2028 - 21-MAR-2029 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 532.99 Discount: 14.938% Year 3 Start Date: 03/18/2028 End Date: 03/17/2029	17	453.37	7,707.29
<a href="#">SAASFORTKNOXNBUAR</a>	Cohesity FortKnox for NetBackup Archive Tier 1 - Subscription license - 1 Terabyte OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 76.99 Discount: 14.314% Year 3 Start Date: 03/18/2028 End Date: 03/17/2029	150	65.97	9,895.50
<a href="#">SAASASPENTM365STE</a>	Cohesity Alta SaaS Protection Enterprise for Microsoft 365 Suite - Standard subscription license (annual) - 1 user Coverage Dates: 22-MAR-2028 - 21-MAR-2029 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 23.99 Discount: 15.048% Year 3 Start Date: 03/18/2028	1,700	20.38	34,646.00

Material	Material Description	Quantity	Unit Price	Extended Price
	End Date: 03/17/2029			
<a href="#">SAASASPENTADDLSTC</a>	Cohesity Alta SaaS Protection Enterprise - Standard subscription license (annual) - 5 front end TB Coverage Dates: 22-MAR-2028 - 21-MAR-2029 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 997.99 Discount: 14.900% Year 3 Start Date: 03/18/2028 End Date: 03/17/2029	6	849.29	5,095.74
			Product Subtotal	360,557.49
			Services Subtotal	25,031.01
			TAX	0.00
			<b>Total</b>	<b>385,588.50</b>

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Bob Erwin  
 +14803667058  
[BOB.ERWIN@INSIGHT.COM](mailto:BOB.ERWIN@INSIGHT.COM)

Michael Bodopol  
[MICHAEL.BODOPOL@INSIGHT.COM](mailto:MICHAEL.BODOPOL@INSIGHT.COM)

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you are purchasing under an Insight Public Sector, Inc. contract vehicle, in which case, that agreement will govern.

**SOFTWARE AND CLOUD SERVICES PURCHASES:** If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

<https://www.insight.com/terms-and-policies>

Cobb County

**Contract # 23-6692-03**

*for*

Technology Product Solutions and Related Services

*with*

**Insight Public Sector**

Effective: May 1, 2023

The following documents comprise the executed contract between the Cobb County, and Insight Pubic Sector effective May 1, 2023:

- I. Executed Master Agreement
- II. Supplier's Response to the RFP, incorporated by reference

Reference Number	
Reference Depart.	Purchasing Department

Master Agreement

Owner: Cobb County Board of Commissioners  
100 Cherokee Street  
Marietta, GA 30090

Contractor: Insight Public Sector, Inc.  
2701 E. Insight Way  
Chandler, AZ 85286

Description: **TECHNOLOGY PRODUCT SOLUTIONS AND RELATED SERVICES:** The undersigned parties understand and agree to comply with and be bound by the entire contents of **Sealed Bid #23-6692** ("the RFP") and the Contractor's Proposal submitted October 13, 2022, which is incorporated herein by reference.

**OMNIA PARTNERS, PUBLIC SECTOR:** Supplier agrees to extend Goods and/or Services to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit) ("Public Agencies") registered with OMNIA Partners, Public Sector ("Participating Public Agencies") under the terms of this agreement ("Master Agreement").

Governing Law: This Agreement shall be governed by the laws of the State of Georgia. As to any dispute hereunder, venue shall be in the Superior Court of Cobb County, Georgia.

Term: This Agreement shall begin on May 1, 2023, the Effective Date, for a period of thirty-six months, and shall automatically terminate and renew for two (2) additional twelve (12) month periods and shall terminate absolutely on April 30, 2028, unless earlier terminated as provided herein. Pursuant to O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which it was executed and at the close of each succeeding calendar for which it may be renewed. The Parties reserve the right to renew, amend or extend the Agreement for additional terms. Either party may terminate this Agreement for convenience and/or due to lack of funding at the end of each annual term.

Price: Prices for services and equipment, if applicable, as stated in the Contractor's proposal

Billing: For purchases made by Cobb County Government, all original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for items received during the period covered by the invoice and shall clearly identify such items in accordance with invoicing guidelines in the Sealed Bid Proposal. For purchases made by participating public agencies, the Contractor shall comply with each agency's invoicing and billing requirements outlined on the applicable order.

{SIGNATURES ON NEXT PAGE}

IN WITNESS, WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above written.



*Cobb County... Expect the Best!*

Cobb County Board of Commissioners  
100 Cherokee Street  
Marietta, GA 30090

Signature on File

Lisa N. Cupid, Chairwoman  
Cobb County Board of Commissioners

5/5/23  
Date



**APPROVED**  
PER MINUTES OF  
COBB COUNTY  
BOARD OF COMMISSIONERS

3/14/23

Insight Public Sector, Inc.  
2701 E. Insight Way  
Chandler, AZ 85286

Signature on File

Authorized signature  
M. S. [Signature]  
Title  
4/4/2023  
Date

FEDERAL TAX ID NUMBER

36-3949000

Approved as to form

Signature on File

County Attorney's Office

April 25, 2023  
Date



## REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

### Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	Insight Public Sector, Inc.
CONTACT PERSON:	Kyle George
CONTACT EMAIL:	kyle.george@insight.com

### Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- Yes
- No

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

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

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

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

- Yes
- No

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

NAME	PHONE	EMAIL

**Section III: Violations**

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

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

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

[Ethics | DuPage Co, IL](#)

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

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

**Section IV: Certification**

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

Printed Name: Erica Falchetti Signature: **Signature on File** \_\_\_\_\_

Title: Director, Public Sector Date: 1/26/2026



## Technology Requisition under \$30,000

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

---

**File #:** 26-0617

**Agenda Date:** 2/17/2026

**Agenda #:** 7.C.

---



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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 26-0617	RFP, BID, QUOTE OR RENEWAL #: S00004418-20260501	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$19,558.75
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 02/17/2026	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$19,558.75
	CURRENT TERM TOTAL COST: \$19,558.75	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: SiteImprove, Inc.	VENDOR #: 14039	DEPT: IT	DEPT CONTACT NAME: Debra Deacy
VENDOR CONTACT: Ryan Dennehy	VENDOR CONTACT PHONE: 612-259-6648	DEPT CONTACT PHONE #: 630-407-5009	DEPT CONTACT EMAIL: Debra.Deacy@dupagecounty.gov
VENDOR CONTACT EMAIL: rden@siteimprove.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 fee for Siteimprove web governance service, per GSA contract #GS-35F-036CA pricing.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Siteimprove is essential for maintaining the County's website by automatically scanning for broken links, misspellings, accessibility issues, and outdated content. This ensures compliance with accessibility standards, enhances user experience, and improves overall site quality, reducing manual effort and the risk of errors.			

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

<b>SECTION 3: DECISION MEMO</b>	
<b>SOURCE SELECTION</b>	Describe method used to select source. GSA Contract #GS-35F-036CA
<b>RECOMMENDATION AND TWO ALTERNATIVES</b>	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). Staff recommends renewing SiteImprove to maintain website quality, accessibility compliance, and automated monitoring of broken links, outdated content, and analytics. Without it, we risk increased manual workload, noncompliance with accessibility regulations, and a decline in user experience. Alternatives include taking no action, which would reduce our ability to proactively address issues, or using multiple third-party tools, which would be more costly and less efficient. Renewing Siteimprove ensures continued compliance, usability, and effective website management.

### SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

### SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: SiteImprove, Inc.	Vendor#: 14039	Dept: IT	Division:
Attn: Ryan Dennehy	Email: rden@siteimprove.com	Attn: Sarah Godzicki	Email: ITAP@dupagecounty.gov
Address: 7807 Creekridge Circle	City: Bloomington	Address: 421 N. County Farm Road	City: Wheaton
State: MN	Zip: 55439	State: IL	Zip: 60187
Phone: 612-259-6648	Fax:	Phone: 630-407-5037	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SAME AS ABOVE	Vendor#:	Dept: IT	Division:
Attn:	Email:	Attn: Debra Deacy	Email: Debra.Deacy@dupagecounty.gov
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5009	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 1, 2026	Contract End Date (PO25): Apr 30, 2027

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Annual Fee for Quality Assurance, Accessibility, & SEO, up to 6,000 pages; PDF Checker up to 10,000 PDFs	FY26	1000	1110	53020		19,558.75	19,558.75
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 19,558.75

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Please send PO to Sarah Godzicki and Debbie Deacy and copy both when emailing PO to vendor.  Please make First Invoice Allowed Date 02/17/2026.
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.

# PO REQUEST FORM

PO request number: S00004418-20260501



## Bill To

DuPage County  
Sarah Godzicki  
421 N County Farm Rd  
Wheaton  
Illinois 60187  
United States

## Sold To

DuPage County  
Debra Deacy  
421 N County Farm Rd  
Wheaton  
Illinois 60187  
United States

## TERMS AND CONDITIONS

<b>Quote Number with T&amp;C</b>	5286	<b>Period</b>	May 01, 2026 - Apr 30, 2027
<b>Billing Frequency</b>	Annual	<b>Payment Term</b>	Net 60
<b>Billing Method</b>	Email		

PRODUCT DETAILS	Period	Quantity	Unit	Price Per Period
Siteimprove Software Fee	May 01, 2026 - Apr 30, 2027			19,558.75 USD
<i>Accessibility</i>		6,000.00	Pages	
<i>Analytics</i>		10,000,000.00	Yearly Page Views	
<i>Behavior Map</i>		250.00	Behavior Map	
<i>PDF-check of documents</i>		10,000.00	PDFs	
<i>Quality Assurance &amp; Policy</i>		6,000.00	Pages	
<i>SEO</i>		6,000.00	Pages	
<i>Session Replays - Retention Period</i>		30.00	Days	
<i>Session Replays - Sample Rate</i>		0.25	Percent	
Standard Support	May 01, 2026 - Apr 30, 2027	1.00	Each	0.00 USD
			Total Price Per Period	19,558.75 USD

The Total Price Per Period includes a renewal Price Increase of 2.95 %

Total subscription fee is exclusive of any applicable taxes.

**DO NOT PAY. This is not an invoice.**

Siteimprove, Inc  
5600 West 83rd Street  
Suite 500  
Bloomington  
Minnesota 55437  
United States  
EIN : 203425009



## GENERAL SERVICES ADMINISTRATION

Federal Acquisition Service

### Authorized Federal Supply Schedule FSS Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*<sup>®</sup>, a menu-driven database system. The INTERNET address GSA *Advantage!*<sup>®</sup> is: [GSAAdvantage.gov](http://GSAAdvantage.gov).

**MULTIPLE AWARD SCHEDULE (MAS)**  
**FSC GROUP: Information Technology**

**SITEIMPROVE, INC.**  
**5600 W 83rd St Ste 500**  
**Minneapolis, MN 55437**  
**Phone: (855) 748-3467**  
**Fax: (800) 409-5612**  
Website: [www.siteimprove.com](http://www.siteimprove.com)  
**Contract Administrator: Kevin Renner**  
Email: [gsa@siteimprove.com](mailto:gsa@siteimprove.com)

**CONTRACT NUMBER: GS-35F-036CA**

**PERIOD COVERED BY CONTRACT:**  
**October 24, 2014 through October 23, 2029**

**Price List is current through Modification PS-0049, dated September 30, 2025**

**Business Size: Other than Small Business**

*For more information on ordering, go to the following website: <https://www.gsa.gov/schedules>*

**CUSTOMER INFORMATION**

1a. Table of Awarded Special Item Numbers with appropriate cross-reference to page numbers:

<i>SIN</i>	<b>SIN Description</b>
<b>54151ECOM</b>	<b>Electronic Commerce and Subscription Services</b>
<b>OLM</b>	<b>Order-Level Materials</b>

**Note: Contractor has been awarded all SINs under the Cooperative Purchasing and Disaster Recovery programs.**

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply. *See below.*

1c. If the Contractor is proposing hourly rates a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item. *See below.*

2. Maximum Order:

*54151ECOM: \$500,000*

*OLM: \$250,000*

3. Minimum Order: *\$100.00*

4. Geographic Coverage (delivery Area): *Domestic*

5. Point(s) of production (city, county, and state or foreign country): *Same as Contractor*

6. Discount from list prices or statement of net price: *Refer to attached Awarded Pricelist*

7. Quantity discounts: *None*

8. Prompt payment terms: *0%, Net 30 Days.*

*Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.*

9. Foreign items (list items by country of origin): *All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.*
- 10a. Time of Delivery (Contractor insert number of days): *Specified on Task Order*
- 10b. Expedited Delivery. The Contractor will insert the sentence “Items available for expedited delivery are noted in this price list.” under this heading. The Contractor may use a symbol of its choosing to highlight items in its price list that have expedited delivery: *Contact Contractor*
- 10c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery is available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery: *Contact Contractor*
- 10d. Urgent Requirements. The Contractor will note in its price list the “Urgent Requirements” clause of its contract and advise agencies that they can also contact the Contractor’s representative to affect a faster delivery: *Contact Contractor*
11. F.O.B Points: *Destination*
- 12a. Ordering Address: *Same as Contractor*
- 12b. Ordering procedures: *See Federal Acquisition Regulation (FAR) 8.405-3.*
13. Payment address: *Same as Contractor*
14. Warranty provision: *Refer to attached GSA Approved EULA*
15. Export Packing Charges (if applicable): *N/A*
16. Terms and conditions of rental, maintenance, and repair (if applicable): *N/A*
17. Terms and conditions of installation (if applicable): *N/A*
- 18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable): *N/A*
- 18b. Terms and conditions for any other services (if applicable): *N/A*
19. List of service and distribution points (if applicable): *N/A*
20. List of participating dealers (if applicable): *N/A*
21. Preventive maintenance (if applicable): *N/A*

22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): *N/A*

22b. If applicable, indicate that Section 508 compliance information is available for the information and communications technology (ICT) products and services and show where full details can be found (e.g. contractor's website or other location.) ICT accessibility standards can be found at: <https://www.Section508.gov/>. *N/A*

23. Unique Entity Identifier (UEI) number: *NFJMDNM8YQN9*

24. Notification regarding registration in System of Award (SAM) database: *Registered (5M7D3)*

## Software-as-a-Service Subscription Agreement

### 1. DEFINITIONS

a. Interpretation. Capitalized terms used in these Terms and Conditions will have the meanings ascribed to them in the Agreement or as defined below. Terms other than those defined below will be given their plain English meaning and terms of art having specialized meanings in the software industry will be construed in accordance with industry standards. Unless the context otherwise requires, words importing the singular include the plural and words importing the masculine include the feminine and vice versa where the context so requires.

b. "Affiliate" means any entity directly or indirectly controlling or controlled by or in common control with a party, where "control" is defined in this context as the ownership of at least fifty percent (50%) or more of the voting stock or other interest entitled to vote on general decisions reserved to stockholders, partners, or other owners of such entity. An entity shall no longer be an Affiliate when through loss, divestment, dilution or other reduction of ownership, the requisite control no longer exists.

c. "Confidential Information" means information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used that either party discloses on or after the Effective Date, to the other party or its parents, affiliates' employees, contractors, officers, directors, partners, agents, attorneys, accountants or advisors. Confidential Information includes: business processes, practices, methods, policies, plans, operations, services, strategies, techniques, agreements (excepting this Agreement), contracts, terms of agreements (excepting the terms of this Agreement), transactions, potential transactions, negotiations, pending negotiations, know-how, trade secrets, computer programs, computer software, applications, operating systems, software design, web design, databases, records, financial information, results, accounting information, accounting records, legal information, pricing information (excepting the pricing terms in this Agreement), credit information, payroll information, staffing information, internal controls, security procedures, sales information, revenue, costs, communications, original works of authorship, customer information, and customer lists. Confidential Information does not include information that: (a) was in the public domain prior or subsequent to the time such portion was communicated to the receiving party, through no fault of that party; (b) was rightfully in the receiving party's possession free of any obligation of confidence at or subsequent to the time such portion was communicated by the disclosing party; (c) was developed by the receiving party independently of and without reference to any information communicated by the disclosing party; (d) was communicated by the disclosing party to an unaffiliated third party free of any obligation of confidence; or (e) is approved by the disclosing party for release by the receiving party. Siteimprove recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor.

### 2. TERMINATION

When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Siteimprove shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

### 3. INCLUDED SERVICES

Subject to the terms and conditions of this Agreement, Siteimprove will allow the Ordering Activity under GSA Schedule contracts ("Customer" or "Ordering Activity") to access to the Included Services.

a. Ownership. Customer acknowledges and agrees that Siteimprove owns and shall remain the sole owner of all intellectual property rights vested in the Included Services created prior to or during the performance by the parties of this Agreement. This ownership right includes any inventions, patents, utility model rights, copyrights, design rights, mask works, trademark rights, or know-how, whether registered or not.

b. Use. The right to access the Included Services is worldwide, non-transferable, non-assignable (except as permitted in this Agreement) and limited in time to access and use during the Initial and any Renewal Terms and solely for Customer's internal business purposes by Customer's authorized agents. Customer will have access to the Included Services only for those website domain(s) authorized pursuant to this Agreement.

c. Restrictions. This right is not a perpetual right to use, and Customer has no right to retain or to use the Included Services after termination of the Initial or Renewal Term. Customer has no right to rent, lease, assign, transfer, sublicense, display or otherwise distribute or make the Included Services available to any third party. Without limiting the generality of any other provisions stated in this Agreement, the Included Services may not be (a) used in the performance of services for or on behalf of any third party or as a service bureau; (b) modified, incorporated into or combined with other software, or created as a derivative work of any part of the Included Services; (c) used to process any sensitive or personal information; or (d) used for any illegal purpose. Customer may not modify, disassemble, decompile or otherwise reverse engineer the Included Services nor permit any third party to do so except as expressly permitted by law. Siteimprove reserves all rights not expressly granted to Customer under this Agreement. The use of Siteimprove's intellectual property beyond the express access grant in this Section 3 is outside the scope of this Agreement.

#### **4. REPRESENTATIONS AND WARRANTIES**

a. For Siteimprove. Siteimprove represents and warrants that: (i) it has the full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement has been duly authorized, executed and delivered by it and constitutes the valid, legal and binding agreement of it and is enforceable against it; (iii) entering into and performing its obligations under this Agreement will not result in any breach of, or constitute a default under, any other agreement to which it is a party; and (iv) the Included Services will perform substantially as described in this Agreement, provided that it is used in accordance with the Agreement, including on the specified domains. These representations and warranties are only for the benefit of Customer.

b. For Customer. Customer represents and warrants that: (i) it has the full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement has been duly authorized, executed and delivered by it and constitutes the valid, legal and binding agreement of it and is enforceable against it; (iii) entering into and performing its obligations under this Agreement will not result in any breach of, or constitute a default under, any other agreement to which it is a party; and (iv) it has full and legal right or authorization to display, disclose, transfer, assign or convey the information set forth and accessible on the websites on which the Included Services will be administered.

c. Limited Warranty. Siteimprove warrants that the Included Services will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with Included Services written materials accompanying it. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, Except for the express representations and warranties listed in this Agreement, each party makes no representations or warranties of any kind, whether express or implied, and expressly disclaims all warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Unless set forth in this Agreement, no oral or written information or advice given by either party will create a representation or warranty.

#### **5. LIMITATION OF LIABILITY**

a. In no event will either party or its agents, officers, directors, employees, successors, or assigns be liable to the other party or its agents, officers, directors, employees, successors, or assigns, for any indirect, incidental, consequential, punitive, or other special damages. This limitation includes any loss of profits, business interruption, goodwill, loss of data/content or the restoration of any of those items. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

b. In addition to and without limiting the generality of Section 5(a), the aggregate liability of either party for any and all claims arising out of or relating to this Agreement will, in any circumstances, be limited to the Contract Price.

## **6. CONFIDENTIALITY**

Each party will: (a) hold Confidential Information in confidence; (b) use its best efforts to protect Confidential Information in accordance with the same degree of care with which it protects its own Confidential Information; and (c) not disclose the other party's Confidential Information to any third party, except in response to a valid order by a court or other governmental body or as required by law.

The receiving party will promptly give notice to the disclosing party of any unauthorized use or disclosure of the disclosing party's Confidential Information. The receiving party agrees to assist the disclosing party in remedying any such unauthorized use or disclosure of the disclosing party's Confidential Information. At any time, upon written request, the receiving party will return or destroy the Confidential Information that the disclosing party has provided to it.

## **7. GOVERNING LAW**

This Agreement will be governed by and construed in accordance with the Federal laws of the United States of America.

## **8. STANDARD SCHEDULE 70 TERMS**

Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. § 516.

Notwithstanding the terms of the Federal, State, and Local Taxes Clause, the contract price excludes all State and Local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The vendor shall state separately on its invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

The Anti-Assignment Act, 41 USC 6305, prohibits the assignment of Government contracts without the Government's prior approval. Procedures for securing such approval are set forth in FAR 42.1204.

Ownership of derivative works should be as set forth in the copyright statute, 17 U.S.C. § 103 and the FAR clause at 52.227-14, but at a minimum, the Ordering Activity shall receive unlimited rights to use such derivative works at no further cost.

This Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, and Purchase Order(s), sets forth the entire agreement and understanding of the Parties relating to the object hereof and merges all prior discussions and agreements of the matter hereof between them.

A negotiated purchase order would take precedence as the negotiated purchase order would demonstrate any changes to these terms to meet the ordering activity's minimum needs.



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

## REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

### Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	Siteimprove, Inc.
CONTACT PERSON:	Mason Fischer
CONTACT EMAIL:	mfis@siteimprove.com

### Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- Yes
- No**

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

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

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

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

Yes

**X No**

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

NAME	PHONE	EMAIL

**Section III: Violations**

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

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

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

[Ethics | DuPage Co. IL](#)

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

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

**Section IV: Certification**

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

**Signature on File**

Printed Name: Harrison whiteley

Signature: \_\_\_\_\_

Title: Senior Manager, Customer Success

Date: February 4, 2026 | 10:54 CST



## Technology Requisition under \$30,000

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

---

**File #:** 26-0620

**Agenda Date:** 2/17/2026

**Agenda #:** 7.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#: 26-0620	RFP, BID, QUOTE OR RENEWAL #: Quotation# 27096969	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$25,200.00
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 02/17/2026	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$25,200.00
	CURRENT TERM TOTAL COST: \$25,200.00	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: Travis Oberweis	VENDOR CONTACT PHONE: 888-764-8888	DEPT CONTACT PHONE #: 630-407-5063	DEPT CONTACT EMAIL: Joe.Hamlin@dupagecounty.gov
VENDOR CONTACT EMAIL: Travis_Oberweis@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.). Procurement of NinjaOne Advanced via Sourcwell Contract #121923-SHI.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished NinjaOne Advanced offers a streamlined solution for enterprise endpoint patching.			

**SECTION 2: DECISION MEMO REQUIREMENTS**

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

**SECTION 3: DECISION MEMO**

SOURCE SELECTION	Describe method used to select source. SHI International via Sourcwell Contract #121923-SHI.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Take no action. 2. Approve the procurement and use the robust patching platform.

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: SHI International Corp.	Vendor#: 14389	Dept: Information Technology	Division:
Attn: Travis Oberweis	Email: Travis_Oberweis@shi.com	Attn: Sarah Godzicki	Email: ITAP@dupagecounty.gov
Address: 290 Davidson Ave	City: Somerset	Address: 421 N. County Farm Road	City: Wheaton
State: NJ	Zip: 08873	State: IL	Zip: 60187
Phone: 888-764-8888	Fax:	Phone: 630-407-5037	Fax: 630-407-5001
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SHI International Corp	Vendor#:	Dept: Information Technology	Division:
Attn:	Email:	Attn: Joe Hamlin	Email: Joe.Hamlin@dupagecounty.gov
Address: P.O. Box 952121	City: Dallas	Address: 421 N. County Farm Road	City: Wheaton
State: TX	Zip: 75395-2121	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5000	Fax: 630-407-5001
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Feb 17, 2026	Contract End Date (PO25): Feb 16, 2027

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	2100	EA	NinjaOne	Ninja Advanced Licensing for one (1) year, upon approval.	FY26	1000	1110	53807		12.00	25,200.00
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 25,200.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Please send PO to Sarah Godzicki & Joe Hamlin and copy both when emailing PO to vendor.  Please make First Invoice Allowed Date 02/17/2026.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



Pricing Proposal  
 Quotation #: 27096969  
 Created On: 1/27/2026  
 Valid Until: 3/31/2026

**IL-County of DuPage**

**Joe Hamlin**

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

**Sr. Client Solutions Manager**

**Travis Oberweis**

290 Davidson Avenue  
 Somerset, NJ 08873  
 Phone: 888-764-8888  
 Email: Travis\_Oberweis@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Ninja Advanced NinjaOne Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI	2100	\$12.00	\$25,200.00
		Total	\$25,200.00

**Additional Comments**

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

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

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

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

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

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

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

**1. TERM OF CONTRACT**

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

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

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

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

### 3. PRICING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

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

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

The Report must contain the following fields:

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

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

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

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

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcwell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

## 12. GOVERNMENT DATA PRACTICES

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

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

### A. INTELLECTUAL PROPERTY

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

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

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

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

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

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

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

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

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

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

#### **16. SEVERABILITY**

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

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

Minimum Limits:

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

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

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

## **19. COMPLIANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **22. CANCELLATION**

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

Sourcewell

SHI International Corp.

# Signature on File

# Signature on File

Jeremy Schwartz  
Title: Chief Procurement Officer

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

Kristina Mann  
Title: Sr. Manager Contracts

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



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

**REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT**

**Section I: Contact Information**

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	SHI International Corp.
CONTACT PERSON:	Jeff Newton
CONTACT EMAIL:	Jeff_newton@shi.com

**Section II: Procurement Ordinance Requirements**

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

Has the Bidder made contributions as described above?

- Yes
- No

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

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

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

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

Yes

No

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

NAME	PHONE	EMAIL

**Section III: Violations**

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

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

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

[Ethics | DuPage Co. IL](#)

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

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

**Section IV: Certification**

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

**Signature on File**

Printed Name: Kristina Mann

Signature: \_\_\_\_\_

Title: Director- Contracts

Date: 1/15/2026



## Technology Requisition under \$30,000

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

---

**File #:** 26-0624

**Agenda Date:** 2/17/2026

**Agenda #:** 7.E.

---



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#: 26-0624	RFP, BID, QUOTE OR RENEWAL #: Quote #PSLF386	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$19,278.40
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 02/17/2026	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$19,278.40
	CURRENT TERM TOTAL COST: \$19,278.40	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: CDW Government	VENDOR #: 10667	DEPT: Information Technology	DEPT CONTACT NAME: Shanita Thompson
VENDOR CONTACT: Thomas Sanders	VENDOR CONTACT PHONE: (312) 547-2410	DEPT CONTACT PHONE #: 630-407-5023	DEPT CONTACT EMAIL: shanita.thompson@dupagecounty.gov
VENDOR CONTACT EMAIL: thomas.sanders@cdwg.com	VENDOR WEBSITE: cdwg.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.). Procurement of high-performance laptops for the Finance Department, specifically to support the new HR system and related financial applications that require increased processing power, memory, and storage.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This purchase is for Finance staff who run resource-intensive software, large data sets, reporting tools, and secure financial systems. Standard-issue devices do not meet the performance requirements necessary to ensure system reliability, efficiency, and timely processing. This is being purchased through CDW-G using the Sourcwell State of IL R-257160 (25-448DOIT-TELEC-P-80070) contract.			

**SECTION 2: DECISION MEMO REQUIREMENTS**

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

**SECTION 3: DECISION MEMO**

SOURCE SELECTION	Describe method used to select source. Sourcwell State of IL R-257160 (25-448DOIT-TELEC-P-80070) contract
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) Do not purchase laptops, leaving Finance staff with devices that do not meeting the necessary performance requirements. 2) Approve the purchase to ensure system reliability, efficiency, and timely processing.

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: CDW Government	Vendor#: 10667	Dept: Information Technology	Division:
Attn: Thomas Sanders	Email: thomas.sanders@cdwg.com	Attn: Sarah Godzicki	Email: ITAP@dupagecounty.gov
Address: 75 Remittance Drive Suite 1515	City: Chicago	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60675-1515	State: IL	Zip: 60187
Phone: (312) 547-2410	Fax:	Phone: 630-407-5037	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: CDW Government	Vendor#: 10667	Dept: Information Technology	Division: Operations
Attn: Thomas Sanders	Email: thomas.sanders@cdwg.com	Attn: Shanita Thompson	Email: shanita.thompson@dupagecounty.gov
Address: 75 Remittance Drive, Suite 1515	City: Chicago	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60675-1515	State: IL	Zip: 60187
Phone: (312) 547-2410	Fax:	Phone: 630-407-5023	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): 02/03/2026	Contract End Date (PO25): 11/30/2026

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	8	EA	Mfg. Part #: C3BE2UT#ABA	HP ZBook X G1i 16" Mobile Workstation - WUXGA - Intel Core Ultra 7 265H - v  Sourcewell - State of IL R-257160 (25-448DOIT-TELEC-P-80070)	FY26	1000	1110	52100		2,409.80	19,278.40
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 19,278.40

<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 sure that Sarah Godzicki and Shanita Thompson are in the emails to the vendor.  Please make First Invoice Allowed Date 02/17/2026.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



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

Hardware    Software    Services    IT Solutions    Brands    Research Hub

# QUOTE CONFIRMATION

**SHANITA THOMPSON,**

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

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

**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PSLF386	1/8/2026	PSLF386	0776067	<b>\$19,278.40</b>

### QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">HP ZBook X G1i 16" Mobile Workstation - WUXGA - Intel Core Ultra 7 265H - v</a>	8	8444399	\$2,409.80	\$19,278.40

Mfg. Part#: C3BE2UT#ABA

Contract: Sourcwell-State of IL R-257160 GOV ONLY  
(25-448DOIT-TELEC-P-80070)

<b>SUBTOTAL</b>	\$19,278.40
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$0.00
<b>GRAND TOTAL</b>	<b>\$19,278.40</b>

PURCHASER BILLING INFO	DELIVER TO
<b>Billing Address:</b> DUPAGE COUNTY DATA PROCESSING 421 N COUNTY FARM RD WHEATON, IL 60187-3978 <b>Phone:</b> (630) 682-7030 <b>Payment Terms:</b> Net 30 Days-Govt State/Local	<b>Shipping Address:</b> DUPAGE COUNTY DATA PROCESSING 421 N COUNTY FARM RD WHEATON, IL 60187-3978 <b>Phone:</b> (630) 682-7030 <b>Shipping Method:</b> UPS Ground (Indy 1-2 day)
	<b>Please remit payments to:</b> CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



### Sales Contact Info

**Thomas Sanders** | (877) 673-2173 | [thomas.sanders@cdwg.com](mailto:thomas.sanders@cdwg.com)

## Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

© 2026 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

**STATE OF ILLINOIS SOURCEWELL PARTICIPATING AGREEMENT**  
CDW Government LLC (hereinafter “Contractor”) And  
The State of Illinois (hereinafter “State” or “Participating State/  
Entity”)

25-448DOIT-TELEC-P-80070

- 1. Scope:** This Participating Agreement (“PA”) covers the Sourcewell 121923-CDWG contract (“Master Agreement”) for use by state agencies and other entities located in the State of Illinois authorized by that state’s statutes to utilize State contracts.

Contracts with the prior approval of the Illinois Chief Procurement Officer for General Services (“Illinois CPO”). Purchase Orders placed from this Participating Agreement are limited exclusively to the following products and services:

- Please see Attachment A.
- Services allowed on this contract will only be for items purchased from this contract. This ensures that products and trainings align with purchases. Applicable services will require a Statement of Work.
- Quotes are required for all orders from this Participating Addendum.

- 2. Participation:** This Master Agreement may be used by all governmental units qualified to use statewide contracts in the State of Illinois.

- 3. Participating State Modifications or Additions to Master Agreement:** The following changes are modifying or supplementing the Master Agreement terms and conditions. These modifications and additions apply only to actions and relationships within the State of Illinois. Any conflict between the terms of the Master Agreement and the terms of this PA shall be governed by the terms of this PA. Those terms that are not otherwise in conflict shall continue in full force and effect.

**3.1. Joint and Cooperative Purchasing:**

**3.1.1** The Chief Procurement Officer for General Services makes this Master Agreement along with this PA available to all governmental unit or qualified not-for-profit agencies.

“Chief Procurement Officer” means the chief procurement officer appointed pursuant to 30 ILCS 500/10- 20(a)(4).

**3.1.2** The products purchased subject to the PA shall be rendered directly to each governmental unit. “Governmental unit” means State of Illinois, any State agency as defined in Section 1- 15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority in Illinois which has the power to tax, or any other public entity created by Illinois statute.

**3.1.3** Contractor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in the Master Agreement for the items in the PA to the State and all authorized governmental units.

**3.1.4** Contractor shall bill each governmental unit or qualified not-for-profit agency separately for

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

### **3.2 Subcontractors**

**3.2.1** Will Subcontractors be utilized? Yes \_\_\_\_\_ No X

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$100,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors where the annual value of the subcontract is greater than \$50,000 must include Standard Illinois Certifications completed by the subcontractor.

**3.2.2** Please identify below subcontracts with an annual value of \$100,000 or more that will be utilized in the performance of this Contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

**3.2.3** All contracts with the subcontractors identified above must include the Standard Illinois Certifications completed

**3.2.4** If the annual value of any the subcontracts is more than \$100,000, then Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

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

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

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

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

**3.5 Type of Pricing.** The Illinois Office of the Comptroller requires the State to indicate whether the Participating Agreement value is firm or estimated at the time it is submitted for obligation. The total value of this Participating Agreement is estimated. Contractor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in the Master Agreement for the items in the PA to the State and all Participating entities. Pricing for Products sold to State shall be as set forth in the Master Agreement.

**3.6 Term.** This contracts term date begins on the last day of its execution and ends no later than 10/14/2027. No renewal options.

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

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

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

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

**3.8 Termination for Convenience.** The State may, for its convenience and with thirty (30) days' prior written notice to Contractor, terminate this PA or any PO in whole or in part and without payment of any penalty or incurring any further obligation to the Contractor. The Contractor shall be entitled to compensation upon submission of invoices and proof of claim for products provided in compliance with this PA and the applicable PO(s), up to and including the date of termination.

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

### **3.10 Payment Terms and Conditions.**

**3.10.1 Late Payment:** Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Contractor's sole remedy for late payments by the State. Payment terms contained on Contractor's invoices shall have no force and effect. Section 23 of the Master Agreement shall have no force or effect with respect to the State.

**3.10.2 Minority Contractor Initiative:** Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20- 25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to Vendor under the Contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9

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

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

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

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

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

**3.10.8** Contractor shall invoice on a per order basis.

**3.11 Assignment.** Neither Party may assign this PA nor any PO hereunder without the prior written consent of the other Party.

**3.12 Audit and Retention of Records.** Contractor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems. shall be maintained by the Contractor for a period of three (3) years from the later of the date of final payment under the PA or PO, or completion of the PA or any PO, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Contractor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the State, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Contractor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this PA, PO, or any subcontract for which adequate books and records are not available to support the purported disbursement. The Contractor or subcontractors shall not impose a charge for audit or examination of the Contractor's or subcontractor's books and records. 30 ILCS 600/20-65.

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

**3.14 Indemnification and Liability.** The Contractor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Contractor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Contractor's negligent performance; (c) any act, activity or omission of Contractor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this PA or any PO infringe, misappropriate or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section I (a), (b) of the Constitution of the State of Illinois and 1973 Illinois Attorney General Opinion 78, the State may not indemnify private

parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages. Except for its IP indemnity obligations stated herein, property damage or personal injury, or fraud, Contractor shall not be liable for any amount of damages in excess of the amounts paid and payable for the products giving rise to the claim.

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

**3.16 Continual Performance Obligations.** Vendor shall continue to perform its obligations while any dispute concerning this Contract is being resolved unless otherwise directed by the State.

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

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

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

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

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

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

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

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

### **3.22      Applicable Law.**

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

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

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

**3.22.4 Official Text:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at ( [www.1iqa.gov/legislation/ilcs/ilcs.asp](http://www.1iqa.gov/legislation/ilcs/ilcs.asp)).

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

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

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

**3.26      Notices.** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and

other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

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

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

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

**3.30 Warranties for Supplies and Services.**

**3.30.1** Contractor will pass through all manufacturer warranties associated with any goods or supplies furnished under this PA which are intended for the end user. The State acknowledges that Contractor is not the manufacturer of the goods or supplies and that the only warranties offered are those of the manufacturer, not Contractor or its Affiliates. In purchasing the goods, the State rely on the manufacturer's specifications only and not on any statements or images that may be provided by Vendor or its Affiliates. Contractor warrants that the supplies furnished under this PA and any PO will:

- (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the Contractor, including but not limited to all specifications attached as exhibits hereto, to any PO, or to the Master Agreement:
- (b) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; AND
- (c) be of good title and be free and clear of all liens and encumbrances.

**3.30.2** Contractor shall insure that all manufacturers' warranties transferred to the State.

**3.31** EXCEPT AS SET FORTH HEREIN, AND SUBJECT TO APPLICABLE LAW, CONTRACTOR MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS AND COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF, OR RELATED TO, THE PURCHASED ITEMS OR THEIR PERFORMANCE OR NON-PERFORMANCE.

**3.32 Primary Contacts** The primary contact individuals for this Participating Agreement are as follows (or their named successors):

**Contractor**

Name: [REDACTED]

Telephone: [REDACTED]

**Participating Entity**

Name: [REDACTED]

Address: [REDACTED]

Telephone: [REDACTED]

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

**3.34 Supplemental Terms.** Notwithstanding any provision to the contrary in Vendor's supplemental terms and conditions, or in any licensing agreement attached hereto:

- 3.34.2 The procuring Agency and the State do not waive sovereign immunity (including all rights provided in the State Lawsuit Immunity Act, 745 ILCS 5);
- 3.34.3 The procuring Agency and the State do not consent to be governed by the laws of any state other than Illinois;
- 3.34.4 The procuring Agency and the State do not consent to be represented in any legal proceeding by any person or entity other than the Illinois Attorney General or his or her designee;
- 3.34.5 The procuring Agency and the State do not agree to be bound by the terms and conditions contained in any click-wrap agreement, click-wrap license, click-through agreement, click-through license, end user license agreement, or any other agreement or license contained or referenced in the software or any quote provided by Vendor, except as attached to this Contract.
- 3.34.6 The procuring Agency and the State shall not indemnify Vendor or its subcontractors (including any equipment manufacturers or software companies);
- 3.34.7 Vendor shall indemnify the procuring Agency and State pursuant to the terms and conditions of the Indemnification and Liability clause of this Contract;
- 3.34.8 Vendor's liability shall be governed by the terms and conditions contained in the Indemnification and Liability clause of this Contract; and
- 3.34.9 Vendor must ensure that all information technology, including electronic information, software, systems and equipment, developed or provided under this contract complies with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at ([www.dhs.state.il.us/iitaa](http://www.dhs.state.il.us/iitaa)). 30 ILCS 587.
- 3.34.10 Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

**3.36 Reporting:** Pursuant to the Master Agreement (Sourcewell 121923-CDWG), Contractor shall provide quarterly usage reports in the below format. Contractor shall provide Illinois specific quarterly reports until the expiration of the term of the PA. The reporting period and submission due date shall be on the following schedule:

- Fiscal Year Quarter 1 July-September due October 31
- Fiscal Year Quarter 2 October-December due January 31
- Fiscal Year Quarter 3 January-March due April 30
- Fiscal Year Quarter 4 April-June due July 31

BidBuy Purchase Order (PO) number, time period being reported, and must include the following:

PO Line Number, Description, Quantity, Ordering Entity

The report will be sent to the following email address: [DoIT.ITPO.Communications@illinois.gov](mailto:DoIT.ITPO.Communications@illinois.gov)

## A Sample of the report is as follows:

Line Item #	Description	Quantity	Ordering Entity
1	XXXXXXXXXX	XXX	XXXXXXXXXX
2	XXXXXXXXXX	XXX	XXXXXXXXXX

**3.37 Employment Tax Credit:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

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

**3.39 Individual Customer.** Each State agency and governmental unit authorized to use statewide contracts in the State of Illinois, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by this PA, each agency and political subdivision will be responsible to follow the terms and conditions of the Sourcewell Master Agreement: and they will have the same rights and responsibilities for their purchases as the Lead State has in the Sourcewell Master Agreement, as amended by this PA. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed for their purchases. The Contractor will apply the charges to each Participating Entity individually.

The Parties to this Participating Agreement are the State of Illinois, acting through the undersigned Agency, and the Contractor. This Participating Agreement ("PA"), consisting of the signature page and numbered sections listed above and below and any attachments referenced in this Participating Agreement, constitute the entire agreement between the Parties concerning the subject matter of the Participating Agreement, and in signing the Participating Agreement, the Contractor affirms that the Certifications and if applicable the Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor's execution of the Participating Agreement. This PA supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the agreement. This PA, Standard Certifications, and Financial Disclosures and

Conflicts of Interest will prevail in the event of a conflict between this PA and Master Agreement. This PA can be signed in multiple counterparts upon agreement of the Parties.

**4. Piggyback and Participation Contract Terms and Conditions**

**4.1. Agency Specific Terms and Conditions**

In the event of any inconsistency or conflict between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- 1. This State of Illinois Participating Addendum.
- 2. Master Agreement Number 121923-CDWG
- 3. Sourcewell Solicitation for Technology products and services

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

**State of Illinois, acting through the  
Department of Innovation & Technology**

**CDW Government, LLC**

Name: [Redacted]

Name: [Redacted]

Signature: [Redacted]

Signature: [Redacted]

Title: [Redacted]

Title: [Redacted]

Date: 4/25/2025

Date: 04/23/2025

Reviewed as to legal clause sufficiency - [Redacted] 04/24/2025

AM  
AM



# 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: Jan 28, 2026

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

Company Name: CDW Government LLC	Company Contact: Thomas Sanders, Account Representative
Contact Phone: 312-547-2410	Contact Email: thomas.sanders@cdwg.com

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

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

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

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 Jeff Hagen

Title Manager, Vetting

Date Jan 28, 2026

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



Care Center Requisition \$30,000 and Over

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

File #: HS-P-0015-26

Agenda Date: 2/17/2026

Agenda #: 14.G.

AWARDING RESOLUTION ISSUED TO  
KRONOS, INCORPORATED, A UKG COMPANY  
FOR TIME CLOCKS  
FOR THE DUPAGE CARE CENTER  
(CONTRACT TOTAL NOT TO EXCEED \$52,624.00)

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 Human Services Committee recommends County Board approval for the issuance of a contract to Kronos, Inc. A UKG Company, for time clocks, for the period of February 25, 2026 through February 24, 2027 , for the DuPage Care Center .

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for time clocks, for the period of February 25, 2026 through February 24, 2027 for the DuPage Care Center, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Kronos, Inc., A UKG Company, 900 Chelmsford Street, Lowell, Massachusetts 01851, for a contract total amount not to exceed \$ 52,624.00. Pursuant to 55 ILCS 5/5-1022 (c) not suitable for competitive bids. (Sole provider sole maintenance/upgrade provider.)

Enacted and approved this 24th day of February, 2026 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#: 26-0584	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$52,624.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 02/17/2026	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$52,624.00
	CURRENT TERM TOTAL COST: \$52,624.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Kronos Inc., A UKG Company	VENDOR #: 11850	DEPT: Administration	DEPT CONTACT NAME: Shauna Berman
VENDOR CONTACT: Endisma Tep	VENDOR CONTACT PHONE: 978-947-7311	DEPT CONTACT PHONE #: 630-784-4261	DEPT CONTACT EMAIL: shauna.berman@dupagecounty.gov
VENDOR CONTACT EMAIL: endisima.tep@UKG.com	VENDOR WEBSITE:	DEPT REQ #: 7526	

*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.). Time Clocks for the DuPage Care Center, for the period February 25, 2026 through February 24, 2027, for a contract total amount of \$52,624.00, per 55 ILCS 5/5-1022 (c) not suitable for competitive bids. (Sole Source - renewal to sole maintenance/upgrade provider)

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished In August, 2025 the DuPage County Board approved a contract for Kronos, UKG Company for Software support services for the Kronos automated time and attendance system and to also include an upgrade to the Kronos Pro Workforce. The current Tele-Time system will no longer be supported causing a need to purchase time clocks that correlate with the upgrade. This will be a seamless transition for the front line staff. This time clock system helps track when employees start and end their work shifts. It records hours worked and breaks to ensure accurate pay, manage schedules, monitor overtime, and maintain compliance with labor laws.

**SECTION 2: DECISION MEMO REQUIREMENTS**

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

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

**SECTION 3: DECISION MEMO**

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

### SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOFTWARE MANUFACTURER AND SOLE MAINTENANCE/UPDATE PROVIDER
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific. With the InTouch DX time clocks, employees can clock in, check shifts, and swap with coworkers in just seconds. Managers get real-time alerts when something's off, like a missed punch, so they can jump in before it becomes an issue. It's simple, reliable time tracking that keeps payroll accurate, employees supported, and operations on track.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.  yes, is currently being tested
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

### SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Kronos Inc., A UKG Company	Vendor#: 11850	Dept: DuPage Care Center	Division: Administration
Attn: Endisima Tep	Email: endisima.tep@ukg.com	Attn: Shauna Berman	Email: shauna.berman@dupagecounty.gov
Address: 900 Chelmsford Street	City: Lowell	Address: 400 N. County Farm Road	City: Wheaton
State: MA	Zip: 01851	State: IL	Zip: 60187
Phone: 978-947-7311	Fax:	Phone: 630-784-4261	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Kronos Inc., A UKG Company	Vendor#: 11850	Dept: DuPage Care Center	Division: Administration
Attn:	Email:	Attn: Shauna Berman	Email: shauna.berman@dupagecounty.gov
Address: 900 Chelmsford Street	City: Lowell	Address: 400 N. County Farm Road	City: Wheaton
State: MA	Zip: 11850	State: IL	Zip: 60187
Phone: 978-947-7311	Fax:	Phone: 630-784-4261	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): February 25, 2026	Contract End Date (PO25): February 24, 2027

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	16	EA		Time clocks for the DuPage Care Center	FY26	1200	2040	54010		3,289.00	52,624.00
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 52,624.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Time Clocks for the DuPage Care Center, for the period(Sole Source - renewal to sole maintenance/upgrade provider)
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. 02/17/26 HS Committee 02/24/26 County Board Meeting
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.

**UKG Inc.**  
900 Chelmsford Street  
Lowell, MA 01851  
T: 978-250-9800  
ukg.com



February 02, 2026

DuPage Care Center  
400 N. County Farm Rd.  
Wheaton, IL 60187

To Whom it May Concern:

This letter is to confirm that UKG Pro Workforce Management and its associated hardware timekeeping terminals are owned by UKG (and its affiliates) and are comprised of intellectual property rights owned exclusively by UKG and its affiliates.

UKG only authorizes its affiliates and certain authorized resellers to offer these UKG products and services. UKG authorized affiliates to such products are UKG Inc. and UKG Kronos Systems, LLC.

UKG's goal is to handle questions regarding the sole sourcing of UKG products in a consistent manner, which is why we utilize this letter format. If you have any questions relating to anything in this letter, please feel free to contact me anytime.

Sincerely,



Linda Misegadis  
Director, Public Sector Business Consulting  
900 Chelmsford Street  
Lowell, MA 01851  
linda.misegadis@ukg.com



HR, Pay, & Workforce Management

**ORDER FORM**

Quote#: Q-396971  
Expires: 27 Feb, 2026  
Sales Executive: Brandon Bazzill  
Effective Date: Effective as of the date of last signature of this Order

Order Type: Quote  
Date: 10 Feb, 2026

---

Customer Legal Name:  
DUPAGE CARE CENTER

Ship To: DUPAGE CARE CENTER  
400 N COUNTY FARM RD  
WHEATON, IL 60187 USA

Customer Legal Address:  
400 N COUNTY FARM RD, WHEATON, IL 60187 USA

Bill To: DUPAGE CARE CENTER  
400 N COUNTY FARM RD  
WHEATON, IL 60187 USA

Bill To Contact:

Ship To Contact: Anita Rajagopal

Ship to Phone: 630-784-4200  
Ship to Mobile:  
Contact:  
Email:

---

Currency: USD  
Customer PO Number:  
Solution ID: 6011264  
Initial Term: 12 months from Billing  
Start Date  
Uplift Percent: 4 %

Shipping Terms: Shipping Point  
Ship Method: FedEx Ground  
Freight Term: Prepay & Add  
Renewal Term: 12 months  
Payment Terms: Net 60 Days

Billing Start Date: Upon Signature of Order Form

---

Unless otherwise noted, Equipment Support Services have been declined.

### Equipment Purchase

Billing Frequency: Invoiced Upon signature of the Order form

Item	Quantity	Unit Price	Total Price
UKG INTOUCH DX G2,HID PROX	16	USD 3,289.00	USD 52,624.00
<b>Total Price</b>			<b>USD 52,624.00</b>

### Accessories

Billing Frequency: Invoiced Upon the Signature of the order form

Item	Quantity	Unit Price	Total Price
NORTH AMERICA POWER ADAPTER FOR EXTERNAL OUTLET, INTOUCH DX/DX G2	16	USD 0.00	USD 0.00
<b>Total Price</b>			<b>USD 0.00</b>

### Quote Summary

Item	Total Price
Total Equipment Purchase and Accessories Fee	USD 52,624.00

### Order Notes:

Equipment sold or rented to Customer under this Order, and any related Equipment Support Services, shall be further subject to and governed by the terms and conditions set forth in the Equipment Terms located at:  
<https://www.ukg.com/global-equipment-terms>

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

<b>DUPAGE CARE CENTER</b>		<b>UKG Kronos Systems LLC</b>	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
<p>The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term. If you are tax exempt, please email a copy of your "Tax Exempt Certificate" to <a href="mailto:TaxExemption@ukg.com">TaxExemption@ukg.com</a> along with the quote number otherwise this order is subject to applicable taxes. The actual tax amount to be paid by Customer will be shown on Customer's invoice.</p>			

UKG is aligning our product brand and announcing that the UKG Dimensions® and UKG Pro® solutions will be one product suite under the name UKG Pro. Click here to learn more and view examples of current to future names

<https://www.ukg.com/one-suite#WhatproductnamesarechangingunderUKGDimensions>



## REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

### Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	UKG Kronos Systems LLC
CONTACT PERSON:	Brandon Bazzill
CONTACT EMAIL:	Brandon.Bazzill@UKG.com

### Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- Yes  
 No

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

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

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

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

Yes

No

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

NAME	PHONE	EMAIL

### **Section III: Violations**

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

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

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

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

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

[https://www.dupagecounty.gov/government/departments/finance/procurement/procurement\\_ordinance\\_and\\_guiding\\_principles.php](https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php)

### **Section IV: Certification**

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

Printed Name: Julia Dunn

Signature: 

Title: Sr. Director, Sales Operations

Date: 2/2/2026



Finance Requisition \$30,000 and Over

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

---

**File #:** FI-P-0001-26

**Agenda Date:** 2/10/2026

**Agenda #:** 9.I.

---

AWARDING RESOLUTION ISSUED TO  
MEDICI LAND GOVERNANCE, INC.  
FOR A LAND GOVERNANCE SYSTEM  
FOR THE RECORDER'S OFFICE  
(CONTRACT TOTAL AMOUNT \$899,900)

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

WHEREAS, the Finance Committee recommends County Board approval for the issuance of a contract to Medici Land Governance, Inc., for a land governance system, for the period of April 1, 2026 through November 30, 2029, for the Recorder's Office.

NOW, THEREFORE BE IT RESOLVED, that said contract for a land governance system, for the period of April 1, 2026 through November 30, 2029, for the Recorder's Office, per RFP #25-109-REC, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Medici Land Governance, Inc., 731 E. South Temple Street, Salt Lake City, Utah 84105, for a contract total amount of \$899,900.

Enacted and approved this 10th day of February, 2026 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: FI-P-0001-26	RFP, BID, QUOTE OR RENEWAL #: RFP #25-109-REC	INITIAL TERM WITH RENEWALS: 3 YRS + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$899,900.00
COMMITTEE: FINANCE	TARGET COMMITTEE DATE: 2/10/2026	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$1,015,500.00
	CURRENT TERM TOTAL COST: \$899,900.00	MAX LENGTH WITH ALL RENEWALS: FIVE YEARS*	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Medici Land Governance, Inc.	VENDOR #:	DEPT: Recorder's Office	DEPT CONTACT NAME: Bill Drobitsch
VENDOR CONTACT: Ali E, Hussein	VENDOR CONTACT PHONE: 402-333-3337	DEPT CONTACT PHONE #: 630-407-5414	DEPT CONTACT EMAIL: bill.drobitsch@dupagecounty.gov
VENDOR CONTACT EMAIL: ahusseini@mediciland.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.). Medici Land Governance System provides comprehensive land record management, indexing, imaging and public facing access required for the Recorder's Office.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To ensure continuity of operations for the Recorder's Office and to provide reliable access to land records for the public, title companies and county departments. The Medici system supports statutory requirements, modernizes system, functionality and enhances customer service and public access. Medici Land Governance was the only submission to meet data integration and user flexibility standards that are currently unmet. Product also adaptable to County AI goals. Medici was evaluated as top scoring vendor based on references, demonstration, user ease, implementation, support and price. Every known LRMS vendor were invited to bid, with 5 total respondents. A detailed RFP and evaluation process was used to determine unique features, and to compare those features against market competitors. Specific features: AI Assist, AI Indexing, Full Interoperability, data compatibility.			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
RFP (REQUEST FOR PROPOSAL)	

<b>SECTION 3: DECISION MEMO</b>	
SOURCE SELECTION	Describe method used to select source. RFP #25-109-REC The Procurement Division issued a bid on behalf of the Recorder's Office. Five (5) bidders responded to the RFP.
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. Purchase a new Land Record's Recording system to offer innovated technology and ease of use to the public. 2. Issue a new RFP and risk a successful implementation without a system in place as the current contract would have expired. 3. Take no action which would leave the office operating outdated systems with user and support limitations.

### SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

### SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Medici Land Governance	Vendor#:	Dept:	Division:
Attn: Ali El Hussein	Email: ahusseini@mediciland.com	Attn:	Email:
Address: 731 E. South Temple Street	City: Salt Lake City	Address: 421 N. County Farm Rd	City: Wheaton
State: UT	Zip: 84102	State: Il	Zip: 60187
Phone: 402-333-3337	Fax:	Phone:	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor:	Vendor#:	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): 04/01/2026	Contract End Date (PO25): 11/30/2029

**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		Land Records Recording System	FY26	1100	4310	54107		299,967.00	299,967.00
2	1	EA		Land Records Recording System	FY27	1100	4310	54107		299,967.00	299,967.00
3	1	EA		Land Records Recording System	FY28	1100	4310	54107		299,966.00	299,966.00
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 899,900.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. The Purchase Order supports the implementation of Medici Land Records System, as needed per RFP #25-109-REC for a period of 3 years .
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.

# REDACTED PROPOSAL DOCUMENT

## Land Records Recording 25-109-REC

### DuPage County - Medici Land Governance

---

#### Cover Letter

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

#### RE: Land Records Recording 25-109-REC

DuPage County Procurement Division,

Medici Land Governance (MLG) is pleased to submit this proposal in response to RFP 25-109-REC for Land Records Recording services. We hereby acknowledge receipt of **Addendum 1** and **Addendum 2** issued for this solicitation.

MLG is an established land technology company with seven years of experience helping governments modernize their land record systems. We partner with local governments across the United States and jurisdictions worldwide to transform traditional recording offices into secure, data-driven digital services. Our solutions leverage advanced technologies, including artificial intelligence and blockchain, to improve accuracy, transparency, and public trust while supporting the operational realities of high-volume recording offices.

#### Our Proposed Solution

At the center of our offering is **Constellation**, our AI-native Land Records Management System. Constellation is purpose-built for the complete recording workflow: intake, validation, indexing,

verification, auditing, and public access. [REDACTED TEXT - PROPRIETARY SYSTEM CAPABILITIES]

Traditional land-record search portals have been difficult to navigate, and they present information in a way that can be frustrating for the general public. MLG's Smart Search Portal is designed in partnership with the county to offer the clarity for the end user: intuitive, mobile-accessible, and available 24/7 for purchasing accurate, up-to-date records with full support for modern browsers and assistive technologies. [REDACTED TEXT - PROPRIETARY SEARCH TECHNOLOGY DETAILS]

### **AI-Powered Accuracy and Record Research Support**

[REDACTED TEXT - PROPRIETARY AI CAPABILITIES AND IMPLEMENTATION DETAILS]

### **Fraud Protection and Constituent Services**

Constellation includes integrated fraud-protection tools through a secure **Property Wallet**, giving constituents a modern way to monitor their property interests. [REDACTED TEXT - PROPRIETARY FRAUD PROTECTION IMPLEMENTATION]

### **Compliance and Standards**

MLG is fully committed to compliance with Property Records Industry Association (PRIA) standards, Illinois Predictable Fee requirements, state and local statutes, and industry-accepted security frameworks. Our interfaces meet ADA, Section 508, and WCAG 2.1 AA conformance requirements, aligning with the U.S. Department of Justice's Title II Web Accessibility rules. Our payment workflows are designed to PCI DSS requirements and integrate with County-approved payment providers.

### **Partnership Approach**

MLG approaches land records modernization as a long-term partnership. We provide comprehensive implementation services, data conversion for your historical records dating to 1839, integration with County systems including MyDec, staff training, and ongoing support. Our goal is to provide DuPage County a modern, AI-native platform that enhances efficiency today while establishing a secure, standards-compliant foundation for decades to come.

We appreciate the opportunity to partner with DuPage County and welcome any questions regarding our proposal.

Sincerely,

Ali El Hussein

CEO

Medici Land Governance

---

## **1 Firm Qualifications**

Medici Land Governance (MLG), a global technology company specializing in secure, compliant, AI-powered land records solutions for government. We design, implement, and support modern Land Records Management Systems (LRMS) and document-intelligence platforms for U.S. counties and international governments, with production deployments in Utah, Maryland, Missouri, Ohio, Florida, and multiple large-scale national programs in Africa, the Caribbean, and Latin America.

In the United States, MLG's tools are used to manage millions of public records, automate document indexing and verification, and provide 24/7 public access portals with integrated eRecording, payment, and search capabilities.

MLG's core competencies include:

- Design and implementation of enterprise land records management systems
- [REDACTED TEXT - PROPRIETARY AI/ML CAPABILITIES]
- [REDACTED TEXT - PROPRIETARY BLOCKCHAIN CAPABILITIES]
- Government digital transformation, business process re-engineering, and change management
- Large-scale data migration and indexing across mixed image, paper, and electronic sources
- Accessibility design and testing aligned with WCAG 2.1 AA for staff and public users
- PRIA standards implementation and configuration of predictable fee schedules

- Integration with payment processors, tax and assessment systems, GIS, and other county enterprise systems
- [REDACTED TEXT - PROPRIETARY WORKFLOW CAPABILITIES]

MLG differentiators that are directly relevant to DuPage County's RFP include:

- [REDACTED TEXT - PROPRIETARY PLATFORM DIFFERENTIATORS]
- Experience managing legacy and contemporary records at scale
- Proven deployments in U.S. jurisdictions with robust eRecording integrations
- Deep expertise with PRIA, predictable recording fees, ADA/WCAG accessibility
- [REDACTED TEXT - PROPRIETARY TOOLS AND CAPABILITIES]

### **General Qualifications**

MLG is a multidisciplinary technology firm dedicated to land governance and recording solutions. Our team includes:

- Software and cloud engineers
- Data scientists and ML/AI specialists
- Document and records management experts
- GIS and cadastral specialists
- Product and UX designers
- Project managers and business analysts
- Land administration and legal/policy advisors

Key organizational attributes:

- **Corporate profile:** Medici Land Governance, Inc., a U.S.-based technology company in good standing
- **Team size:** A global team of highly skilled professionals distributed across North America and international project locations
- **Office footprint:** Headquartered in Utah with delivery teams supporting projects across multiple U.S. states and international jurisdictions
- **Core platform:** Constellation LRMS

### **Depth and Breadth of Knowledge**

MLG brings deep, domain-specific expertise in all areas relevant to DuPage County's Scope of Services:

- **Land records and recording operations**
- **[REDACTED TEXT - PROPRIETARY DOCUMENT INTELLIGENCE CAPABILITIES]**
- **Security, fraud prevention, and homeowner tools**
- **Systems integration and data migration**

### **Differentiating Attributes**

[REDACTED TEXT - PROPRIETARY DIFFERENTIATING CAPABILITIES AND FEATURES]

### **Relevant Public Sector Experience**

#### **U.S. Public-Sector Experience (Selected)**

- **Miami-Dade County, FL** - Implementation of an AI-native System of Record supporting high-volume property and court records
- **City of Baltimore, MD** - [REDACTED TEXT - PROPRIETARY DEPLOYMENT DETAILS]

- **Maryland State Archives** - Design and implementation of a secure, high-volume public access and paywall solution
- **Hamilton County, OH** - [REDACTED TEXT - PROPRIETARY AI CAPABILITIES]
- **Multiple Counties (UT, OH, MD, MO)** - Integration capabilities with existing Systems of Record

### **Business Licenses, Tax ID, and Certifications**

Medici Land Governance, Inc. is a corporation in good standing under U.S. law and maintains all required registrations and licenses to conduct business with public sector clients.

### **References**

#### **Baltimore City, Maryland**

MLG provided a blockchain-enabled land recording solution combined with AI-assisted indexing of historical land records.

#### **Miami-Dade County, Florida**

MLG is delivering a Land Records Management System integrated with its document intelligence platform for one of the largest county clerk environments in the United States.

#### **Ministry of Lands and Natural Resources, Republic of Zambia**

MLG supported a national land titling recordation and issuance program for the Government of Zambia.

---

## 2. Key Qualifications

### Team Background and Credentials

Name	Position/Title	Location	Industry Experience	Years with MLG	Current Client Assignments
Javier Clavijo	Project Director	Montreal, QC	15+ years	4 years	3
Trent Larson	Technical Lead / Solution Architect	Utah, US	30+ years	11 years	2
Justin Howard	Data Migration Lead	Utah, US	15+ years	7 years	3
Joshua Hanks	Implementation Manager	Salt Lake City, UT	12+ years	5 years	2
Juliana Nielsen	Training & Change Management Lead	Utah, US	10+ years	4 years	3
Robert Jonas	Security & Compliance Lead	Utah, US	15+ years	5 years	2

### Areas of Expertise

**Javier Clavijo, PMP, PSPO — Project Director** 15+ years of direct experience deploying land administration, cadastral, GIS, valuation, taxation, and registry modernization systems. Holds Project Management Professional (PMP) and Professional Scrum Product Owner (PSPO) certifications. Bilingual in English and Spanish with proficiency in French.

**Trent Larson, PhD — Technical Lead / Solution Architect** More than three decades of engineering and blockchain expertise. PhD in Computer Science specializing in formal methods.

**Justin Howard — Data Migration Lead** Expert in government-grade document intelligence, data migration, and secure indexing systems. [REDACTED TEXT - PROPRIETARY PLATFORM DETAILS]

**Joshua Hanks, ACSPO, CSPO, CCBA, CSM — Implementation Manager** Seasoned implementation leader and VP of Product with direct experience deploying AI-powered indexing systems, public search portals, and blockchain-enabled LRMS products.

**Juliana Nielsen, CSPO, ECBA — Training & Change Management Lead** More than 8 years of product and training experience. Multilingual in English, Spanish, and Portuguese.

**Robert Jonas, JD, MBA — Security & Compliance Lead** 15+ years of experience in government contracting, privacy, data protection, system compliance. Holds an active Top-Secret Security Clearance and is a member of both the Utah and Virginia State Bars.

### **Communication Skills**

MLG's engagement team is structured to ensure clear, consistent, and responsive communication with DuPage County staff throughout the project lifecycle.

---

### **3 Project Understanding**

Medici Land Governance (MLG) understands that DuPage County is seeking a single, integrated Land Records Management System (LRMS) that fully replaces their current system of record, supports all paper and eRecording workflows, integrates with County and State partners, and improves public access, accessibility, and property fraud protection.

[REDACTED TEXT - PROPRIETARY SYSTEM DESIGN AND CAPABILITIES]

We are proposing a 32-week (~8-month) implementation that aligns directly with the County's Scope of Work and timeline expectations.

## **Agile Delivery Approach**

MLG employs an Agile development methodology for all Constellation implementations, using iterative sprints and continuous delivery practices.

## **Project Schedule**

MLG will deliver the Constellation LRMS through a 32-week implementation organized into four modules:

**Module 1 (Weeks 1–6):** Foundational infrastructure, security, database architecture, and core integrations

**Module 2 (Weeks 7–16):** Core recording workflows, indexing, fee calculation, and MyDec integration

**Module 3 (Weeks 13–20):** Public search portal, Property Fraud Alert system, and cross-department integrations

**Module 4 (Weeks 21–32):** Historical data migration, training, User Acceptance Testing, parallel operations, and production go-live

## **Performance Metric Guarantees (Proposed)**

### **Availability & Performance**

- **Application uptime:** 99.9% annually (excluding scheduled maintenance)
- **Disaster recovery:** RTO of 4 hours, RPO of 1 hour for production systems
- **Processing capacity:** System engineered for >10,000 documents/day

### **Support SLAs**

- **Severity 1 – Critical:** Response within 15–30 minutes, target restoration within 4 hours
- **Severity 2 – High:** Response within 1 hour, target workaround within 1 business day
- **Severity 3 – Medium:** Response within 4 business hours

- **Severity 4 – Low:** Response within 1 business day

### **Optional Pricing & Revenue Models**

[REDACTED TEXT - PROPRIETARY PRICING AND REVENUE MODEL DETAILS]

---

## **4 MLG LRMS Solution for DuPage County**

### **Paper and eRecording**

[REDACTED TEXT - PROPRIETARY INTAKE AND PROCESSING WORKFLOW DETAILS]

MLG's Constellation LRMS provides a fully unified **paper and eRecording intake ecosystem** designed to streamline and modernize DuPage County's document submission process across all channels.

### **Document Intelligence Engine**

[REDACTED TEXT - PROPRIETARY AI/ML DOCUMENT PROCESSING CAPABILITIES]

### **AI Recordability Checks**

[REDACTED TEXT - PROPRIETARY RECORDABILITY VALIDATION SYSTEM]

### **AI Indexing & Data Capture**

[REDACTED TEXT - PROPRIETARY INDEXING ALGORITHMS AND CAPABILITIES]

### **Historical Indexing**

[REDACTED TEXT - PROPRIETARY HISTORICAL DOCUMENT PROCESSING CAPABILITIES]

### **AI Fee Calculation & Payment**

[REDACTED TEXT - PROPRIETARY FEE CALCULATION SYSTEM]

## **AI Redaction**

[REDACTED TEXT - PROPRIETARY REDACTION CAPABILITIES]

## **Fraud Safeguards**

[REDACTED TEXT - PROPRIETARY FRAUD DETECTION AND PREVENTION SYSTEM]

## **Property Wallet**

[REDACTED TEXT - PROPRIETARY PROPERTY WALLET SYSTEM AND CAPABILITIES]

## **E-Recording Workflow**

[REDACTED TEXT - PROPRIETARY ERECORDING PROCESSING WORKFLOW]

Constellation fully supports e-recording of all document types, including plats, in compliance with Illinois statutory requirements.

## **County eRecording Option**

[REDACTED TEXT - PROPRIETARY DIRECT ERECORDING PORTAL CAPABILITIES]

## **Public Search Portal**

[REDACTED TEXT - PROPRIETARY SEARCH PORTAL CAPABILITIES AND FEATURES]

## **Professional / Advanced User Workspaces**

[REDACTED TEXT - PROPRIETARY PROFESSIONAL USER TOOLS]

## **Accessibility, Usability & Compliance**

- **WCAG 2.1 AA and ADA-compliant** interface
- **Browser and device support** for modern browsers
- **Responsive design** for phones and tablets

- Accessibility conformance documented through an updated **VPAT**

### **User Management & Data Configuration**

[REDACTED TEXT - PROPRIETARY USER MANAGEMENT SYSTEM]

### **Streamlined Workflow**

[REDACTED TEXT - PROPRIETARY WORKFLOW ENGINE AND CAPABILITIES]

### **Data Integration Capabilities**

MLG's Constellation platform supports integration with all County systems listed in the RFP, including:

- Illinois Department of Revenue MyDec
- County Clerk systems
- Supervisor of Assessments
- Property Tax System API
- Parcel/PIN databases
- General Ledger & ERP systems
- GIS mapping tools
- Intellipay® payment gateway
- eRecorders (Simplifile, CSC, EPN, Indicomm, HopDox, etc.)
- County website

### **Cashiering & Accounting**

[REDACTED TEXT - PROPRIETARY CASHIERING SYSTEM CAPABILITIES]

## **Reporting**

[REDACTED TEXT - PROPRIETARY REPORTING ENGINE AND CAPABILITIES]

## **Auditing**

[REDACTED TEXT - PROPRIETARY AUDIT SYSTEM CAPABILITIES]

---

## **5 Compliance**

MLG's LRMS is designed to operate within strict **regulatory and policy frameworks** and will be configured specifically to comply with:

- **PRIA standards and guidelines**
- **Illinois Predictable Fee Schedule**
- **Illinois State Statutes**
- **DuPage County ordinances**

On accessibility, MLG commits to delivering **WCAG 2.1 AA-compliant** public and staff-facing interfaces.

## **Data Integration**

[REDACTED TEXT - PROPRIETARY API AND INTEGRATION ARCHITECTURE]

## **Data Conversion (1839–Present)**

MLG will perform a **full historical data conversion** for DuPage County, covering index data and images from 1839 to the present.

[REDACTED TEXT - PROPRIETARY DATA MIGRATION METHODOLOGY]

## **Additional Features & Improvements**

[REDACTED TEXT - PROPRIETARY ADDITIONAL FEATURES AND CAPABILITIES]

---

## **System Architecture**

[REDACTED TEXT - PROPRIETARY SYSTEM ARCHITECTURE DETAILS]

## **Hosting Options**

MLG supports a **vendor-hosted (SaaS)** deployment model in a secure, SOC 2-audited cloud environment.

## **Security**

[REDACTED TEXT - PROPRIETARY SECURITY IMPLEMENTATION DETAILS]

## **Training**

MLG will provide **on-site, in-person training** for DuPage County Recorder's Office and IT staff.

## **User Acceptance Testing (UAT)**

MLG will support a structured **User Acceptance Testing** program.

---

## **Implementation Plan**

### **Overview**

MLG will deliver a fully operational Constellation Land Records Management System through a structured 32-week (~8-month) implementation.

## **Key Milestones**

- **Week 6 — Infrastructure Operational**
- **Week 16 — Core Recording Live (Internal)**
- **Week 20 — Public Portal Launch**
- **Week 28 — Historical Migration Complete**
- **Week 30 — User Acceptance Testing Complete**
- **Week 32 — Production Go-Live**

## **Team Composition & Governance**

**MLG Delivery Team (12–14 Engineers)**

## **Data Migration Strategy**

[REDACTED TEXT - PROPRIETARY MIGRATION FRAMEWORK AND METHODOLOGY]

## **Training Program**

MLG will deliver on-site, in-person training for all DuPage County Recorder's Office and IT staff.

## **Performance Commitments**

- **Document Processing Capacity:** 10,000+ per day
- **System Availability:** 99.9% uptime
- **Disaster Recovery:** RTO: 4 hours, RPO: 1 hour

## **Support & SLAs**

MLG will provide a **technical support and maintenance agreement** covering the entire LRMS for the duration of the contract.

## **Business Continuity / Disaster Recovery**

MLG's solution supports robust **business continuity and disaster recovery (BC/DR)** capabilities.

## **Data Ownership & NIST Destruction**

MLG fully accepts DuPage County's requirements regarding **data ownership, access, and retention**.

---

## **6 Vendor Questionnaire**

### **1. Describe the recording process of the proposed solution.**

[REDACTED TEXT - PROPRIETARY RECORDING PROCESS DETAILS]

### **2. Describe the indexing process of the proposed solution.**

[REDACTED TEXT - PROPRIETARY INDEXING PROCESS DETAILS]

### **3. Elaborate on the quality assurance capabilities of the indexing platform.**

[REDACTED TEXT - PROPRIETARY QA CAPABILITIES]

### **4. How many records is the proposed system able to record and index each day?**

MLG's hosted environment enables daily throughput of **at least 10,000 documents per day**.

### **5. How long after recording is indexing completed?**

Indexing is completed immediately or within minutes.

### **6. Describe how the proposed system has a streamlined workflow.**

[REDACTED TEXT - PROPRIETARY WORKFLOW DETAILS]

**7. What tools does the proposed system have to reduce errors and increase data-entry speed?**

[REDACTED TEXT - PROPRIETARY TOOLS AND CAPABILITIES]

**8. Describe how the proposed system is compliant with PRIA standards.**

Constellation is compliant with PRIA's standardized XML schemas, metadata dictionaries, document formatting standards, margin rules, submitter-to-county eRecording protocols, and index minimum-field requirements.

**9. Does the proposed system integrate with MyDec?**

Yes.

**10. List the standard reporting options provided in the proposal.**

[REDACTED TEXT - PROPRIETARY REPORTING DETAILS]

**11. Does the proposed system allow users to generate custom reports?**

Yes.

**12. When exporting reports, which file formats are available?**

CSV, XLSX, PDF, and DOCX.

**13. Describe the auditing capabilities.**

[REDACTED TEXT - PROPRIETARY AUDITING CAPABILITIES]

**14. Describe the separation of duties for accounting controls.**

[REDACTED TEXT - PROPRIETARY ACCESS CONTROL DETAILS]

**15. How does the proposed system handle exceptions?**

[REDACTED TEXT - PROPRIETARY EXCEPTION HANDLING]

**16. Describe the user interface proposed for the system.**

[REDACTED TEXT - PROPRIETARY UI DETAILS]

**17. Describe all navigational systems.**

[REDACTED TEXT - PROPRIETARY NAVIGATION SYSTEM]

**18. Describe the document imaging component.**

[REDACTED TEXT - PROPRIETARY IMAGING CAPABILITIES]

**19. Provide server specifications for optimal performance.**

[REDACTED TEXT - PROPRIETARY SPECIFICATIONS]

**20. Identify the operating system supported by the software.**

MLG's system is a web-based software as a service solution (SaaS) which is operating-system agnostic.

**21. Provide the name of any additional third-party software required.**

[REDACTED TEXT - PROPRIETARY TECHNOLOGY STACK]

**22. How often does the system perform updates?**

MLG delivers updates on a **predictable, quarterly release cycle**.

**23-35. [Various Technical Questions]**

[REDACTED TEXT - PROPRIETARY TECHNICAL DETAILS]

**36. Describe the system's security features.**

[REDACTED TEXT - PROPRIETARY SECURITY FEATURES]

MLG's hosted environments operate in **SOC 2 Type II–certified datacenters**.

**37-40. [Security Questions]**

[REDACTED TEXT - PROPRIETARY SECURITY IMPLEMENTATION]

**41. Is the system accessible and compliant with WCAG 2.1 AA?**

Yes.

**42. Provide details on your Application Programming Interface (API).**

[REDACTED TEXT - PROPRIETARY API DETAILS]

**43. Provide your Service Level Agreement (SLA).**

For hosted deployments, MLG offers a **99.9% uptime SLA**.

**44-56. [Implementation and Support Questions]**

[REDACTED TEXT - PROPRIETARY IMPLEMENTATION AND SUPPORT DETAILS]

**57. Is the system configurable to elevate recordings based on difficulty?**

Yes.

**58. How does the system provide a receipt?**

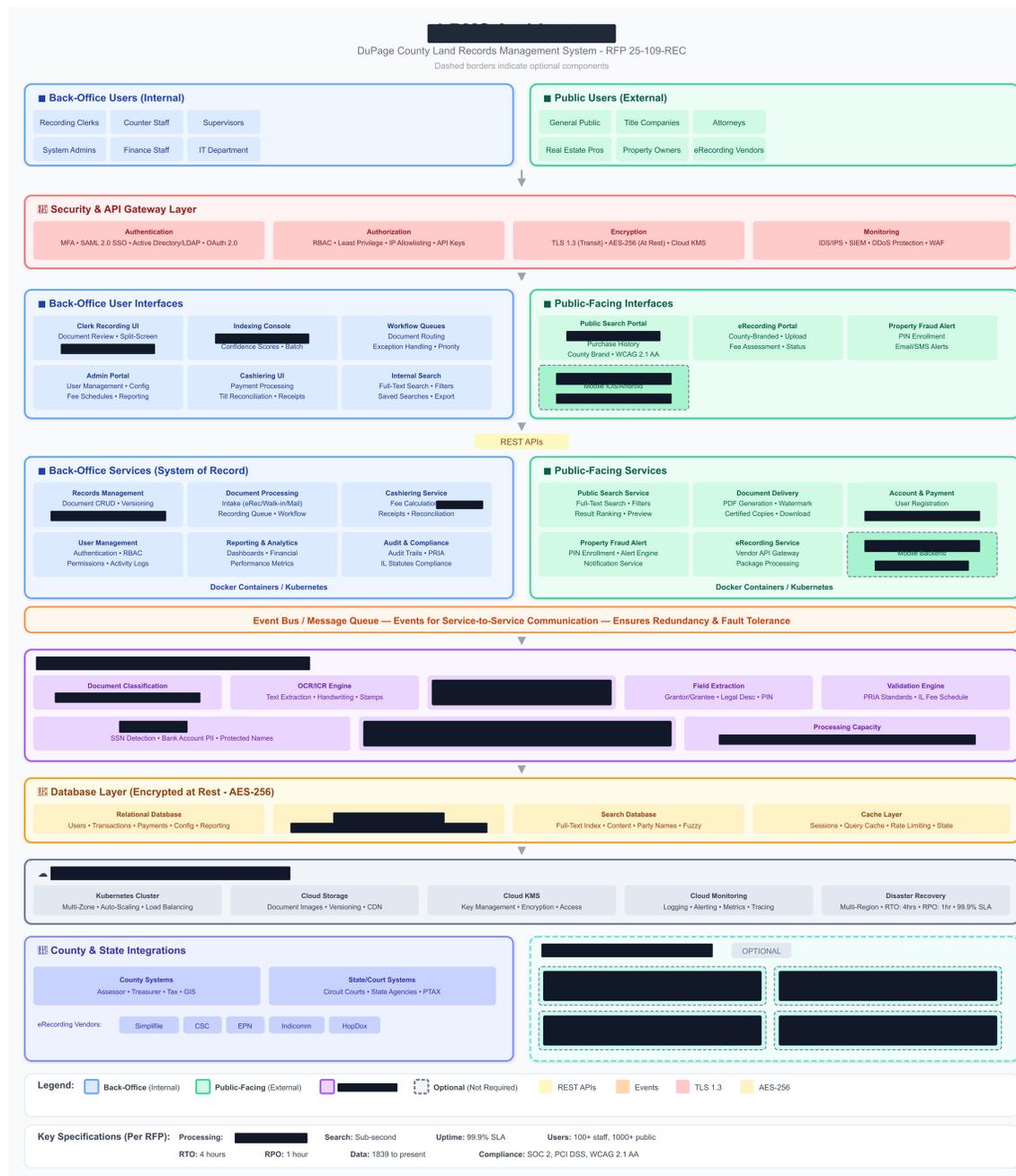
Constellation generates **digital and printed receipts** immediately upon transaction completion.

**59. Is bidder's solution able to convert all previously recorded documents?**

Yes. MLG supports full historical conversion dating back to **1839 or earlier**.

**60-70. [Various Technical and Operational Questions]**

[REDACTED TEXT - PROPRIETARY TECHNICAL AND OPERATIONAL DETAILS]



## END OF REDACTED DOCUMENT

*Note: This document has been redacted to protect proprietary information, intellectual property, and confidential system capabilities. For the complete proposal, please contact Medici Land Governance directly under appropriate NDA.*

**APPENDIX A - PRICE PROPOSAL for LAND RECORDS RECORDING 25-109-REC**

**Provide pricing to include all labor, services and materials necessary in accordance with the specifications and requirements of LAND RECORDS RECORDING 25-109-**

DESCRIPTION	Qty	Price	Extended Price	RECURRING				
				Year 1	Year 2	Year 3	Year 4	Year 5
<b>Application Software</b>								
Constellation LRMS								
Constellation LRMS – Annual Software Licensing								
AI Indexing – New Records (~200,000 pages/year)								
<b>Other Software</b>								
Cloud Hosting & Managed Infrastructure (SOC 2 Compliant)								
Cloud Storage 8TB								
<b>System Hardware (include Accessories, Parts and Consumables)</b>								
<b>Implementation Services</b>								
Project Director / PM								
Technical Lead								
Business Analyst								
Data Migration Specialists								
AI / Indexing Engineer								
QA / Testing								
<b>Training</b>								
Training Services – Onsite End User Training,								
Administrator Training,								
Documentation & Knowledge Transfer								
<b>Maintenance Warranty</b>								
<b>(Including but not limited to preventative maintenance, functional checks, servicing, repairing or replacing of necessary devices, equipment and on-going support)</b>								
Warranty and support								
<b>Accessories, Parts and Consumables</b>								
<b>Optional Items</b>								
Additional New Records (Cost per page)								
<b>Discount</b>								
Customer Discount								
Total								5 YEAR GRAND TOTAL \$ 899,900.00





THE COUNTY OF DUPAGE  
 FINANCE - PROCUREMENT  
 LAND RECORDS RECORDING 25-109-REC  
 BID TABULATION

√

Criteria	Available Points	Catalis Courts & Land Records, LLC	Fidlar Technologies	Medici Land Governance
Firm Qualifications	20	8	11	14
Key Qualifications	30	11	14	22
Project Understanding	30	10	10	23
Price	20	20	18	13
Total	100	49	52	72

Fee and Rate Proposal (Design Only)	\$ 680,163.00	\$ 773,718.40	\$ 1,015,500.00
Percentage of points	100%	88%	67%
Points awarded (wtd against lowest price)	20	18	13

NOTES  
 1. Concourse Tech. Inc. has been deemed non-responsive due to incomplete submission.  
 2. Tyler Technologies, Inc. has been deemed non-responsive due to not providing pricing as requested.

RFP Posted on November 4, 2025	BR, VC
Bid Opened On December 18, 2025, 2:30 p.m. by	
Invitations Sent	109
Total Requesting Documents	3
Total Bid Responses Received	5



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

## PROPOSAL FORM

### Section I: Contact Information

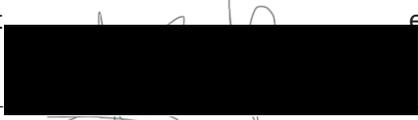
Complete the contact information below.

RFP NUMBER:	25-109-REC
COMPANY NAME:	Medici Land Governance
MAIN ADDRESS:	123 East 35 <sup>th</sup> Street
CITY, STATE, ZIP CODE:	New York, NY 10016
TELEPHONE NO.:	(402) 333-3337
CONTACT PERSON:	Ali El Husseini
CONTACT EMAIL:	ahusseini@mediciland.com

### Section III: Certification

The undersigned certifies that they are:

- The Owner or Sole Proprietor       A Member authorized to sign on behalf of the Partnership       An Officer of the Corporation       A Member of the Joint Venture

Herein aff  members of the Partnership or Officers of the Corporation are as follows:

\_\_\_\_\_  
  
\_\_\_\_\_  
(Secretary or Partner)

\_\_\_\_\_  
(Vice-President or Partner)  
\_\_\_\_\_  
(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. N/A \_\_, N/A. \_\_, and N/A \_\_ issued thereto.

Further, the undersigned proposes and agrees, if this Proposal is accepted, to provide all necessary machinery, tools,

equipment specified or referred to in the contract documents in the manner and time and at the price therein prescribed.

Further, the undersigned certifies and warrants that they are duly authorized to execute this certification/affidavit on behalf of the Offeror and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Offeror and is true and accurate.

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

The undersigned certifies that they have examined and carefully prepared this Proposal and have checked the same in detail before submitting this Proposal, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Offeror may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Offeror certifies that they have provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Offeror, if awarded the contract, agrees to do all other things required by the contract documents, and that it will take in full payment therefore the sums set forth in the cost schedule.

**PROPOSAL AWARD CRITERIA**

The Offeror acknowledges and agrees that the proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

The Offeror agrees to provide the service described in this solicitation and in the contract specifications under the conditions outlined in attached documents for the amount stated.

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

Offeror: Ali El Hussein

Signature: \_\_\_\_\_

A black rectangular box redacting the signature of the offeror.

Title: CEO

Date: December 16th 2025



## REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

### Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-109-REC
COMPANY NAME:	Medici Land Governance, Inc.
CONTACT PERSON:	Ali El Hussein
CONTACT EMAIL:	ahusseini@mediciland.com

### Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- Yes
- No

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

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

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

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

Yes

No

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

NAME	PHONE	EMAIL

### Section III: Violations

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

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments The full text of the County's Ethics Ordinance is available at: [Ethics | DuPage Co, IL](#)

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

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

### Section IV: Certification

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

Printed Name: Ali El Hussein

Signature: 

Title: CEO

Date: December 16th 2025