DU PAGE COUNTY

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

ETSB - Emergency Telephone System Board

Final Summary

Wednesday, October 9, 2024 **9:00 AM** **Room 3500B**

Join Zoom Meeting

https://us02web.zoom.us/j/89227117720?pwd=XNiGr4k8bnw8rUbhygeavysK2IOEWk.1

Meeting ID: 892 2711 7720

Passcode: 944318

1. CALL TO ORDER

9:00 AM meeting was called to order by Chair Schwarze at 9:00 AM.

2. ROLL CALL

ETSB STAFF:
Linda Zerwin
Matt Theusch
Gregg Taormina
Eve Kraus
Prithvi Bhatt (Remote)
Kris Cieplinski (Remote)
Brian Kopas (Remote)

COUNTY CLERK:
Adam Johnson, Chief Deputy Clerk

STATE'S ATTORNEY:
Mark Winistorfer

ATTENDEES:
Nick Kottmeyer, County Board Office
Jan Barbeau, State's Attorney's Office
Tyler Benjamin, DU-COMM
Chris Clark, Glen Ellyn Fire
Don Ehrenhaft, County IT
Colin Fleury, West Chicago PD
Pat Johl, Wood Dale Fire
Dan McCarthy, Sheriff's Office
Art Rykalin, County IT
Mike Sampey, Village of Addison
Roy Selvik, Addison PD
Pat Tanner, West Chicago Fire

Rachel Bata, Roselle PD (Remote)
Kimberly Blair, DMMC (Remote)
Rich Cassady, Glenside Fire (Remote)
Zach Finfrock, Clarendon Hills PD (Remote)
David Godek, Clarendon Hills Fire (Remote)
Bob Murr, COD (Remote)
Steve Reynolds, Elmhurst Fire (Remote)
Bret Mowery, York Center Fire (Remote)

On roll call, Members Schwarze, Franz, Hernandez, Kramer, Maranowicz, Robb, Schar, Swanson, Tillman, and Yoo were present. Members Eckhoff (10:19am) and Toerpe (9:05am) were absent.

PRESENT	Schwarze, Franz, Hernandez, Kramer, Maranowicz, Robb, Schar, Swanson, Tillman, and Yoo
LATE	Eckhoff, and Toerpe

3. PUBLIC COMMENT

There was no public comment.

4. CHAIRMAN'S REMARKS - CHAIR SCHWARZE

Member Toerpe entered the meeting at 9:05am.

Chair Schwarze began by saying that on Tuesday, September 24, 2024, the ETSB and RMS staff investigated the Zendesk software assuming that it was having a connection issue. Turns out it was working fine but that the entire DuPage Justice Information System (DuJIS) went a whole sixteen (16) hours without a help desk ticket being submitted.

Chair Schwarze recognized DU-COMM Telecommunicator Jasmine Wilson who on June 4, 2024, took a call from a man advising that his 33-year-old wife was going into labor. Telecommunicator Jasmine Wilson was able to successfully redirect the caller when needed, used repetitive persistence, and continued to make sure the caller understood your instructions. When the patient didn't want to push, TC Wilson encouraged her and acknowledged her fear. The baby came out 5 minutes into the call and could be heard crying. TC Wilson quickly moved to instructions to help the baby girl post-delivery and correctly switched the instructions to address the patient as her husband went to get the door.

Chair Schwarze then recognized DU-COMM Telecommunicator Robert Beuse who on May 15, 2024, took a call from a female advising that an elderly female was choking on food and was on the floor. He submitted this call within a minute and did the initial dispatch. TC Beuse quickly identified it was a full obstruction choking, as the patient was not awake and not breathing and moved into instructions for chest compressions. TC Beuse remained calm throughout the call and followed EMD Protocol correctly. The chest compressions dislodged the food, and the patient was able to begin breathing again. TC Beuse was part of the "Chain of Survival" of the patient by performing CPR instructions in a timely manner until paramedics took over medical care. This patient ultimately survived due to the continual course of care provided by TC Beuse, the

medics, and lastly by the doctors and hospital.

Chair Schwarze then recognized Members Guttman and Srejma by reading proclamations for their service to the ETS Board. He then welcomed DU-COMM Director Robb and ACDC Interim Director Hernandez to the Board.

Chair Schwarze also recognized Member Swanson and expressed appreciation for his service and his contributions A proclamation was presented to Member Swanson who said it was an honor and pleasure to serve. Member Swanson introduced his replacement as the Sheriff's Representative, Deputy Chief Dan McCarthy.

Next, Chair Schwarze thanked ETSB Senior Network Analyst Jerry Furmanski who celebrated 14 years with the County on September 10.

And lastly, Chair Schwarze recognized Fire Chief Andy Dina of the Warrenville Fire Protection District who was named Chief of the Year for Combination Fire Departments with Full-time and Paid-On-Call Personnel by the Illinois Fire Chiefs' Association on September 17, 2024 and Fire Chief Keith Krestan of the Lisle-Woodridge Fire Protection District Chief of the Year for Departments with Full-Time Personnel. The IFCA recognizes chief officers who make significant contributions to the fire service at the state and national levels. Considerations include: public education and life safety advancements, innovative and entrepreneurial efforts and accomplishments, education and or credential portfolio, and public-private sector contributions.

5. MEMBERS' REMARKS

There were no Members' remarks.

6. CONSENT AGENDA

Chairman Schwarze asked for a motion to combine Consent Agenda Items A/ Monthly Report for September 11 and October 9; B/ Revenue Report for September 11 and October 9; C/ Minutes Approval Policy Advisory Committee for August 5 and September 9; D/ Minutes Approval Ad Hoc Finance Committee for July 10 and August 14; E/ Minutes Approval ETS Board for August 14. Member Tillman motioned, seconded by Member Kramer. On voice vote, all Members voted "Aye", motion carried.

Chairman Schwarze asked for a motion to approve Consent Agenda Items A/ Monthly Report for September 11 and October 9; B/ Revenue Report for September 11 and October 9; C/ Minutes Approval Policy Advisory Committee for August 5 and September 9; D/ Minutes Approval Ad Hoc Finance Committee for July 10 and August 14; E/ Minutes Approval ETS Board for August 14. Member Maranowicz motioned, seconded by Member Yoo. On voice vote, all Members voted "Aye", motion carried.

Chair Schwarze noted that Member Toerpe had entered the meeting and went back to his Chair remarks to add that there would be an Executive Session to discuss personnel matters.

6.A. Monthly Staff Report

6.A.1. **24-2525**
Monthly Report for October 9 Regular Meeting

Attachments: October 9 Meeting Monthly Report.pdf

6.A.2. **24-2209**
Monthly Report for September 11 Regular Meeting

Attachments: September 11 Meeting Monthly Report.pdf

6.B. Revenue Report 911 Surcharge Funds

6.B.1. **24-2526**
ETSB Revenue Report for October 9 Regular Meeting for Fund 5820/Equalization

Attachments: Revenue Report Regular Meeting 10.9.24.pdf

6.B.2. **24-2211**
ETSB Revenue Report for September 11 Regular Meeting for Fund 5820/Equalization

Attachments: Revenue Report Regular Meeting 9.11.24.pdf

6.C. Minutes Approval Policy Advisory Committee

6.C.1. **24-2212**
ETSB PAC Minutes - Regular Meeting - Monday, August 5, 2024

Attachments: 2024-08-05 PAC Minutes Summary.pdf

6.C.2. **24-2527**
ETSB PAC Minutes - Regular Meeting - Monday, September 9, 2024

Attachments: 2024-09-09 PAC Minutes Summary.pdf

6.D. Minutes Approval Ad Hoc Finance Committee

6.D.1. **24-2051**
ETSB Ad Hoc Finance Minutes - Regular Meeting - Wednesday, July 10, 2024

Attachments: 2024-07-10 ETSB Ad Hoc Finance Minutes Summary.pdf

6.D.2. **24-2400**
ETSB Ad Hoc Finance Minutes - Regular Meeting - Wednesday, August 14, 2024

Attachments: 2024-08-14 ETSB Ad Hoc Finance Minutes Summary.pdf

6.E. Minutes Approval ETS Board

6.E.1. **24-2213**

ETSB Minutes - Regular Meeting - Wednesday, August 14, 2024

Attachments: 2024-08-14 ETSB Minutes Summary.pdf

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Joseph Maranowicz
SECONDER:	Yeena Yoo
AYES:	Schwarze, Franz, Hernandez, Kramer, Maranowicz, Robb, Schar, Swanson, Tillman, Toerpe, and Yoo
ABSENT:	Eckhoff

7. VOTE REQUIRED BY ETS BOARD

7.A. Budget Transfers

7.A.1. **ETS-R-0062-24**

Transfer of funds from 4000-5820-53828 (Contingencies) to 4000-5820-53040 (Interpreter Services) in the amount of $8,000, for payment and accounting of contractual obligations related to the Cyracom/Voiance language translation PO 6848-1.

Attachments: BT 53828 to 53040 Language translation.pdf

RESULT:	APPROVED
MOVER:	Yeena Yoo
SECONDER:	Joseph Maranowicz
AYES:	Schwarze, Franz, Hernandez, Kramer, Maranowicz, Robb, Schar, Swanson, Tillman, Toerpe, and Yoo
ABSENT:	Eckhoff

7.A.2. **ETS-R-0063-24**

Transfer of funds from 4000-5820-54199 (Capital Contingencies) to 4000-5820-54110 (Capital Equipment and Machinery) and 4000-5820-54107 (Capital Software) in the amount of $1,167,645, for the second of six financing payments on the Motorola PO 6149-1.

Attachments: BT 54199 to 54110 54107 Moto lease.pdf

RESULT:	APPROVED
MOVER:	Michael Tillman
SECONDER:	David Schar

AYES:	Schwarze, Franz, Hernandez, Kramer, Maranowicz, Robb, Schar, Swanson, Tillman, Toerpe, and Yoo
ABSENT:	Eckhoff

7.B. Resolutions

7.B.1. **ETS-R-0069-24**

Resolution for approval of Milestone #56, a monetary milestone for "Procurement, implementation, and installation of the core PURVIS Fire Station Alerting System (PURVIS FSAS) for the Hanover Park Fire Department" in the amount of $5,960.00 in accordance with PO 3187-0001 SERV, between the DuPage County Emergency Telephone System Board and PURVIS Systems, Incorporated.

On voice vote, all Members voted "Aye", motion carried.

Attachments: DUPAGE PROJECT MILESTONE 56 SIGN OFF FORM 20240823.pdf

RESULT:	APPROVED
MOVER:	Erik Kramer
SECONDER:	Joseph Maranowicz

7.B.2. **ETS-R-0070-24**

Resolution for approval of Milestone #59, a monetary milestone for "Procurement, implementation, and installation of the optional PURVIS Fire Station Alerting System (PURVIS FSAS) for the Hanover Park Fire Department" in the amount of $2,785.00 in accordance with PO 3187-0001 SERV, between the DuPage County Emergency Telephone System Board and PURVIS Systems, Incorporated.

On voice vote, all Members voted "Aye", motion carried.

Attachments: DUPAGE PROJECT MILESTONE 59 SIGN OFF FORM 20240823.pdf

RESULT:	APPROVED
MOVER:	Erik Kramer
SECONDER:	Yeena Yoo

7.C. Payment of Claims

7.C.1. **24-2210**

Payment of Claims for September 11, 2024 for FY24 - Total for 4000-5820 (Equalization): $1,686,742.64.

On voice vote, all Members voted "Aye", motion carried.

Attachments: Payment of Claims 9.11.24 FY24.pdf

RESULT:	APPROVED
MOVER:	Michael Tillman
SECONDER:	Yeena Yoo

7.C.2. **24-2528**

Payment of Claims for October 9, 2024 for FY24 - Total for 4000-5820 (Equalization): $375,758.02. Total for Interdepartmental transfer: $112,349.22.

On voice vote, all Members voted "Aye", motion carried.

Attachments: Payment of Claims 10.9.24 FY24.pdf

RESULT:	APPROVED
MOVER:	Yeena Yoo
SECONDER:	Joseph Maranowicz
AYES:	Schwarze, Franz, Hernandez, Kramer, Maranowicz, Robb, Schar, Swanson, Tillman, Toerpe, and Yoo
ABSENT:	Eckhoff

7.D. Change Orders

7.D.1. **24-2434**

ETS-R-0046C-22 - Amendment to Resolution ETS-R-0046-22, to AT&T Inc., PO 922020/5866-1, for additional Agent training sessions on the Motorola Vesta for the DU-COMM PSAP, to increase the funding in the amount of $12,089.50, resulting in an amended contract total of $6,019,330.09, an increase of 0.2%.

On voice vote, all Members voted "Aye", motion carried.

Attachments: ATT 922020 Change Order 3.pdf
ATT 922020 Requisition.pdf
ATT 922020 Decision Memo.pdf
ETSB of DuPage County {CSO-Move Add and Change Form}.pdf

RESULT:	APPROVED
MOVER:	Jessica Robb
SECONDER:	Michael Tillman

7.D.2. **24-2643**

ETS-R-0071B-20 - Amendment to Resolution ETS-R-0071-20, issued to Motorola Solutions, Inc. PO 920153/4951-1, to reconcile the FY24 user radio count operating in the DuPage Emergency Dispatch Interoperable Radio System (DEDIRS) for payment and accounting of contractual obligations of the DMS Radio Manager contract, for no change in contract total amount.

On voice vote, all Members voted "Aye", motion carried.

Attachments: Motorola 920153 Change Order 2.pdf
Motorola 920153 Decision Memo.pdf
DuPage DMS Contract Change Order 2 09-24-2024-3_Redacted.pdf

RESULT:	APPROVED
MOVER:	Yeena Yoo
SECONDER:	Joseph Maranowicz

7.E. Purchase Resolutions

7.E.1. **ETS-R-0064-24**

Recommendation for the approval of a contract purchase order to Motorola Solutions, PO 924016, for a Digital Fixed Station Interface solution, for a contract total not to exceed $110,077; contract pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2 (STARCOM21 Master Contract CMT2028589).

On voice vote, all Members voted "Aye", motion carried.

Attachments: Motorola 924016 PRCC_Redacted.pdf
DuPage County ETBS_IL_Starcom21 Digital Fixed Station Interface (DFSI)_Redacted.pdf
Executed Contract - CMT2028589 -Motorola Starcom21 Services JPMC_Redacted.pdf

RESULT:	APPROVED
MOVER:	Michael Tillman
SECONDER:	Joseph Maranowicz

7.E.2. **ETS-R-0066-24**

Recommendation for the approval of a contract purchase order to PURVIS Systems Incorporated, PO 924025, for a two (2) year renewal of maintenance of the Fire Station Alerting (FSA) equipment, for the period of October 10, 2024 through October 9, 2026, for a contract total amount of $424,730.

On voice vote, all Members voted "Aye", motion carried.

Attachments: Purvis 924025 PRCC_Redacted.pdf
Dupage FSAS FY25_26 Maintenance Quote_Agreement PC2024-296r1.pdf
Purvis 924025 Vendor Ethics_Redacted.pdf

RESULT:	APPROVED
MOVER:	Joseph Maranowicz
SECONDER:	Yeena Yoo

7.E.3. **ETS-R-0067-24**

Recommendation for the approval of a contract purchase order to Insight Public Sector, Inc., PO 924032, for a one (1) year renewal of maintenance and support on the virtual environment and stand-alone backup servers, for a period of October 13, 2024 through October 16, 2025, for a contract total not to exceed $17,145.44; contract pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2 (OMNIA PARTNERS [COBB COUNTY] IT PRODUCTS AND SERVICES [#23-6692-03]).

On voice vote, all Members voted "Aye", motion carried.

Attachments: Insight 924032 PRCC_Redacted.pdf
Quotation #0227680336 - DuPage County ETSB.PDF
23-6692-03_Insight_MAD_Redacted.pdf

RESULT:	APPROVED
MOVER:	Yeena Yoo
SECONDER:	Joseph Maranowicz

7.E.4. **ETS-R-0068-24**

Recommendation for the approval of a contract purchase order to Insight Public Sector, Inc., PO 924033, for a one (1) year renewal of SolarWinds Network Monitoring maintenance and support, for a period of October 13, 2024 through October 13, 2025, for a contract total not to exceed $7,683.34; contract pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2 (OMNIA PARTNERS [COBB COUNTY] IT PRODUCTS AND SERVICES [#23-6692-03]).

On voice vote, all Members voted "Aye", motion carried.

Attachments: Insight 924033 PRCC_Redacted.pdf
Quotation #0227674323 - DuPage County ETSB.PDF
23-6692-03_Insight_MAD_Redacted.pdf

RESULT:	APPROVED
MOVER:	Yeena Yoo

SECONDER:	Jessica Robb

7.E.5. **ETS-R-0072-24**

Recommendation for the approval of a contract to Monday.com, PO 924034, for a two (2) year subscription of a project management tool for thirty (30) users for the period of December 2, 2024 through December 1, 2026, for an amount of $26,582.40. Other Professional Services not suitable for competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(1)(b).

On voice vote, all Members voted "Aye", motion carried.

Attachments: Monday 924034 PRCC_Redacted.pdf
Quote-MO-398829-5-Sep-2024-15-13-6.pdf
Monday 924034 Vendor Ethics_Redacted.pdf

RESULT:	APPROVED
MOVER:	Yeena Yoo
SECONDER:	Erik Kramer

7.E.6. **ETS-R-0073-24**

Recommendation to encumber funds through Cellco Partnership dba Verizon Wireless in the County Finance software. Per 55 ILCS 5/5-1022(c) not suitable for competitive bids. (Public Utility)

On voice vote, all Members voted "Aye", motion carried.

Attachments: Verizon 924036 PRCC_Redacted.pdf
Assigned Datacards FY24.pdf

RESULT:	APPROVED
MOVER:	Michael Tillman
SECONDER:	Yeena Yoo

7.F. FY2025 Budget

7.F.1. **ETS-R-0071-24**

Annual Appropriation Resolution for the Emergency Telephone System Board of DuPage, State of Illinois, for the Fiscal Period beginning December 1, 2024 and ending November 30, 2025.

Vice Chair Franz questioned whether the memorandum was posted online as part of the agenda. Ms. Zerwin answered, no. Vice Chair Franz asked that distribution of the memos to the general public be revisited at a future date for discussion. Ms. Zerwin said that as a Member, they may distribute the memorandums to their representative agencies. She said

this has been the method the seated Board representatives have preferred.

A PowerPoint presentation was shared onscreen. The first slide was for new capital which included a previously unreviewed software called Prepared. Ms. Zerwin said that at a recent conference, she and other attendees were introduced to Prepared which she and the PSAP Directors, Members Hernandez and Robb, felt had merit. Ms. Zerwin said that Prepared had some overlapping features with RapidSOS, which had been pulled from the agenda for approval. In conjunction with the strategic plan, the Directors would be investigated the current software for overlap and redundancy and determine which products they wanted to recommend to the Board. She said the Capital Software account line included the cost for Prepared as a budgetary number.

The Budget presentation included an overview of the Operational budget which showed a decrease of 7%, however, that was because $2M was carried over in the FY24 budget for the PSAP IGA. Vice Chair Franz asked if there were funds in the budget for the PSAP IGA for FY25, to which Ms. Zerwin answered yes, and said would be discussed later in the presentation.

Ms. Zerwin then reviewed the personnel, commodities, and contractual line items. Ms. Zerwin said the County Board Chair had recommended a 3.5% COLA in her budget presentation. Ms. Zerwin said the personnel line items reflected the adjustment to 3.5% which amounted to an increase of $6,343 from the last time the Members had the budget.

Ms. Zerwin said the contractual lines show a decrease because the $2M for the IGA in FY24 was removed and said indicated to Vice Chair Franz that the $1M has been budgeted for FY25 for the IGA was reflected in the contractual line items. The $1M has also be projected across the next eight years.

Ms. Zerwin said that County Board had asked agencies and departments to review their costs labeled as Miscellaneous. Ms. Zerwin indicated that staff recommended reductions totaling $95,000. She reviewed the budgeted amounts in the various line items and how they had been adjusted for FY25.

Ms. Zerwin then discussed the rework of the 54199: Capital Contingencies table and the funding formula utilized based on the useful life of each project and the true up of the funds saved to replace the corresponding equipment. Discussion ensued regarding questions of saving for radio costs, projections through the future fiscal years, revenue including the payout from the State the last three years and the investments made by the County Treasurer, and capital contributions.

Ms. Zerwin reviewed the requested Appropriation for FY25 stating it looks as if ETSB is spending a lot, however, that the Capital Contingencies line item is healthy. She said the Treasurer reported ETSB as having approximately $45M, along with $14M in annual surcharge revenue and operating costs of approximately $13M, Ms. Zerwin said that ETSB is not quite budget neutral in terms of what is being collected versus the operating costs.

Member Robb questioned the large cost of Prepared as when the PSAP Directors had the chance to review the product, they had not yet been provided with the costs associated with implementation. Ms. Zerwin explained that the highest cost was added to the budget as a budgetary number and that not all costs would be an ETSB cost. She also restated that the budgetary amount included costs for programs for the municipal and county partners as ETSB has historically helped to fund those programs which would be budget neutral.

Vice Chair Franz questioned the amount budgeted for the PSAP IGA.

Member Swanson left the meeting at 9:50 am.

The final slide of the presentation contained questions of outstanding consensus items. Ms. Zerwin reviewed the slide, which contained questions regarding the PSAP grants, the COLA, dates for approval of the budget to remain within the County timeline, and Executive Session in which personnel would be discussed and would not affect the budget being presented today. Ms. Zerwin then asked for questions. Member Yoo questioned whether the ETSB budget goes before Finance and review by County Board. Chair Schwarze said that Ms. Zerwin works very closely with County Finance. Ms. Zerwin said the ETSB budget presentation is scheduled for November 12. She said that as an agency of the County, the County Board approves the ETSB appropriation and headcount but that there is no further obligation in the ordinance although we all work together. Member Yoo then questioned the 3.5% COLA that was suggested by County Board and whether there was any ordinance to follow that suggestion. Chair Schwarze said there is not and that in his four years, typically ETSB follows the County Board recommendation. Other members of the board echoed support of that practice.

Vice Chair Franz questioned the other $800,000 in the line item with the $1M for the PSAP IGA. Vice Chair Franz said he thought the goal was to keep the IGA contribution at $2M annually and said the $1.8M in the line was close to the $2M. Ms. Zerwin discussed strategic planning and overlap of services within the PSAPs, technological changes over the last number of years since systems were implemented and how they could work today, and the efficient use of funds. There was further discussion of the Prepared software versus the cost of RapidSOS and the budgetary costs included as a placeholder in case the PSAPs decide this is the product they prefer, as well as the ETSB process in following County Procurement procedures for a new product. Member Tillman shared his opinion of Prepared and said it would enhance the efficiencies in the PSAPs and quality of services that he was in agreement with budgeting the costs. Vice Chair Franz thought that the cost, which had not been vetted by the Ad Hoc Finance Committee or the Policy Advisory Committee, should be budgeted for FY26 and that more dollars should be allocated to the PSAP IGA in FY25, directly. Chair Schwarze asked the PSAP Directors if they had anything to add. Member Hernandez said they had not had an opportunity to do a deep dive but that the translation service was amazing and reduced time from the dispatch. Member Robb said there are services offered by RapidSOS at a lower cost but that after reading the memorandum regarding Prepared, she said there were

many features for the field responders she was unaware of from the introductory presentation provided which focused on the PSAPs.

Ms. Zerwin went back to the original question of the other $800,000 in the line item and provided those contract details.

Chair Schwarze asked for any other questions, to which there were none. Chair Schwarze asked for a consensus of 3.5% for COLA and the Members concurred. Chair Schwarze said he did not recall a discussion of budgeting more than $1M and that that discussion could be had at a later date. He asked for consensus on the $1M that was budgeted and reflected in the memorandum. Vice Chair Franz said he did not agree. Member Maranowicz said he respected the position of Vice Chair Franz, but that $2M was never talked about in the Ad Hoc Finance Committee, it had always been $1M and had seemed that everyone had been agreeable. He said in the eleventh hour, it would be very difficult to ask for more. Member Maranowicz said that in years prior, it had always been discussed as $1M. Vice Chair Franz said the first year was $2M. Member Maranowicz said he believed that was to make up for the first year that the IGA had not been signed and that there was a previous $1M added to make up for that. Vice Chair Franz said he could be the outlier but that without setting aside funds for radios, they should help the PSAPs as much as they can. Chair Schwarze asked if the $1M was in the IGA. Ms. Zerwin said it was not a specified amount. Chair Schwarze asked for a consensus of $1M for FY25 to which he received consensus. Chair Schwarze asked about Prepared. Ms. Zerwin spoke to the question in terms of the capital budgetary number, not specifically that the chosen product would be Prepared. She said the appropriation could be amended on the floor, but that nothing is being purchased today. A short discussion ensued regarding whether the funding could be moved to another line item and be repurposed, perhaps for the PSAP IGA if $1M is unspent in FY25. Vice Chair Franz thought the approach could be workable and asked that the motion reflect the discussion. Chair Schwarze said the discussion would be reflected in the minutes.

Chair Schwarze noted that Member Swanson had to leave because of a family emergency.

On roll call, all Members voted “Aye”, motion passed.

Attachments: FY25 Budget Detail.pdf

RESULT:	APPROVED
MOVER:	David Schar
SECONDER:	Robert Toerpe
AYES:	Schwarze, Franz, Hernandez, Kramer, Maranowicz, Robb, Schar, Tillman, Toerpe, and Yoo
ABSENT:	Eckhoff, and Swanson

24-2898

FY25 Budget Presentation

Attachments: ETSB Budget Overview Ad Hoc October 2024.pdf

7.G. Police and Fire Templates

7.G.1. **24-2414**

Police and Fire Templates

Member Schar made a motion, seconded by Member Kramer, to approve the naming conventions and templates for police and fire radios for the DuPage Emergency Dispatch Interoperable Radio System as recommended by the Policy Advisory Committee and authorize the Policy Advisory Committee to make operational changes to the templates as necessary bringing any substantive changes back to the ETS Board for approval.

PAC Chair Selvik reviewed the work of the police and fire focus groups over the last couple months on the templates. He said that in previous years there had been a consensus and approval to standardize the naming conventions but that today there were different people involved from the PSAPs and that the vision had changed. He said the focus groups worked through the changes and while there would be some loss of standardization throughout the County, the templates have been heavily vetted by the PSAPs, there had been numerous discussions with the DuPage chiefs, the focus groups members had been available on the ETSB radio podcasts to put the information out there to the agencies, and users were invited to attend the PAC meeting on October 7 to ask questions or provide feedback. PAC Chair Selvik said that for the most part, DU-COMM would be reverting to the original naming conventions, whereas ACDC would be moving forward with the previously approved plan. PAC Chair Selvik provided examples of some of the changes. He said Chief Dina and Rivas did a phenomenal job getting the PAC to their position for the current Members to move forward. PAC Chair Selvik said the goal is to have the naming conventions approved so the Members could focus on encryption and the process. He said this is the PAC's final recommendation to the ETS Board and referenced the motion to allow for any minor adjustments, as needed, to move forward. PAC Chair Selvik commended the management of the templates by Mr. Connolly of the Village of Addison and Mr. Maplethorpe of DU-COMM. He then asked for any questions.

Member Eckhoff entered the meeting at 10:19am.

Chair Schwarze asked how the PSAPs are affected by the naming convention difference if one PSAP were dispatching for the other. Member Hernandez said it would be a little different as they will not be standardized. Member Robb said a radio channel is a radio channel regardless of what PSAP the Telecommunicator is sitting at.

Chair Schwarze thanked PAC Chair Selvik and Vice Chair Johl. Chair Schwarze asked, all in favor, to which all Members voted "Aye", motion carried.

Chair Schwarze asked if the PAC representatives had anything further to add, to which they had nothing further. Chair Schwarze questioned then that the next step was to finalize encryption and deploy fire radios. PAC Vice Chair Johl said once the encryption keys are decided, they could be loaded into the portable radios and rolled out.

RESULT:	APPROVED
MOVER:	David Schar
SECONDER:	Erik Kramer

8. DEDIR SYSTEM

This item was discussed under the previous Agenda Item 7.G.1. Police and Fire Templates.

8.A. Police

8.B. Fire

9. DU PAGE ETSB 9-1-1 SYSTEM DESIGN

Ms. Zerwin had nothing beyond what was reported in the monthly report unless there were questions.

10. OLD BUSINESS

Vice Chair Franz asked about the issue with the Customer Premise Equipment cutover for ACDC and the AT&T After Action Report that had been disseminated. Ms. Zerwin provided a brief background of the system design and what happens when a call comes in and how information is provided to the Telecommunicator as to which Police, Fire, and/or EMS should respond. She said that with the ACDC cutover, some of the ESNs that should have stayed with DU-COMM ended up being moved to ACDC. Ms. Zerwin said that ACDC identified the issue and that the fix by AT&T was not correctly fixed the first time which caused a bottleneck at DU-COMM. Ms. Zerwin said a preliminary report had been provided with what was known today, but that information from AT&T usually takes about 30 days. Ms. Zerwin said assurances would be needed from AT&T before the DU-COMM cutover, so this does not recur. She said to that end, there are weekly meetings with AT&T and discussions with the higher levels within the organization as the response from the AT&T project manager was less than desired and has since been somewhat removed and replaced with two other managers. Ms. Zerwin said DuPage is the largest consolidated system in the state of Illinois, which is why we are at the end of the statewide project because of the complexity of what we have and the size of what we do. She said the full impact of what occurred may not be known for a while but there are things we want to know before we get to the next phase. Ms. Zerwin asked if the PSAP Directors had anything to add.

Vice Chair Franz questioned if the date for DU-COMM could be pushed back if the answers are not received by a certain time. Ms. Zerwin said it would be hard to push the date back so the need for answers had been made very clear. Ms. Zerwin said some of the answers had been received and that on the last call, Mr. Maplethorpe of DU-COMM had said he was fairly comfortable with how everything was checking out. Ms. Zerwin briefly reviewed the

identification of the ESNs and Member Robb added that with those identifications and if operational readiness testing passes with AT&T, then she believed DU-COMM would feel comfortable moving forward.

11. NEW BUSINESS

There was no new business.

12. EXECUTIVE SESSION

Chair Schwarze said ETSB is going into Executive Session Pursuant to Section 5 ILCS 120/2(c) (1) for the purpose of considering the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body.

At 10:26am, a motion was made by Member Maranowicz, seconded by Member Tillman, for ETSB to enter into Executive Session. On roll call, all "Ayes", motion carried. Pursuant to the carried vote, ETSB entered Executive Session.

Chairman Schwarze said the Board would return afterwards to conduct business.

12.A. Minutes Review Pursuant to 5 ILCS 120/2 (C) (21)

12.B. Personnel Matters Pursuant to 5 ILCS 120/2 (C) (1)

ETSB is going into Executive Session Pursuant to Section 5 ILCS 120/2(c)(1) for the purpose of considering the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body

12.C. Security Procedures and the Use of Personnel and Equipment Pursuant to 5 ILCS

12.D. Pending Litigation Matters Pursuant to 5 ILCS 120/2 (C) (11)

13. MATTERS REFERRED FROM EXECUTIVE SESSION

Member Maranowicz left the meeting at 11:01am.

The regular session of the ETSB reconvened at 11:07am. On roll call, Members Schwarze, Franz, Eckhoff, Hernandez, Kramer, Robb, Schar, Tillman, Toerpe, and Yoo were present. Members Maranowicz and Swanson were absent.

Chair Schwarze asked for a motion to increase the salaries of ETSB personnel before COLA as follows:
Deputy Director of IT Taormina by $3,752.94
Operations Administrator Kraus by $26,960.69
CAD Administrator Cieplinski by $3,175.22
Senior Network Analyst Furmanski by $373.85
Data Analyst 911 Systems Bhatt by $1,112.13
Add an Administrative Assistant position for $60,000.00
Executive Director Zerwin by $7,583.03.

A motion was made by Member Eckhoff, seconded by Member Toerpe. On voice vote, all Members voted “Aye”, motion carried.

14. ADJOURNMENT

14.A. Next Meeting: Wednesday, November 13 at 9:00am in 3-500B

Without objection, the meeting of the ETSB was adjourned at 11:09am.

Respectfully submitted,

Jean Kaczmarek

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
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File #: 24-2525 **Agenda Date:** 10/9/2024 **Agenda #:** 6.A.1.

Emergency Telephone System Board of DuPage County Monthly Report

October Board Meeting

Submitted for your consideration is the DuPage ETSB monthly report for activity September 1 through September 30. This report highlights the activities of the DuPage ETSB by ETSB and PSAP staff, work groups, committees, and consultants.

Congratulations on a Job Well Done!

Strange but True – On Tuesday, September 24, 2024, the ETSB and RMS staff investigated the Zendesk software assuming that it was having a connection issue. Turns out it was working fine but that the entire DuPage Justice Information System (DuJIS) went a whole **sixteen (16) hours** without a help desk ticket being submitted! Woo hoo!

Thank you for your service – Good news and Bad news. The ETS Boards extends a thank you and farewell to **Member Bill Srejma** ACDC Representative. We appreciate his service and his contributions and wish him well in his retirement. The ETS Board is happy to welcome **Interim Director Marilu Hernandez** as his replacement. A proclamation will be presented at the meeting for **Member Srejma's** service.

Thank you for your service – The ETS Boards extends a thank you and farewell to **Member Eric Swanson** Sheriff's Representative. We appreciate his service and his contributions and wish him well in his retirement. A proclamation will be presented at the meeting for **Member Swanson's** service.

Thank you for your service – ETSB Senior Network Analyst Jerry Furmanski celebrated **14** years with the County on September 10!

2024 Fire Chief of the Year x 2! On September 17, 2024, The Illinois Fire Chiefs Association named DuPage County **Fire Chief Andy Dina** of the Warrenville Fire Protection District Chief of the Year for Combination Fire Departments with Full-time and Paid-On-Call Personnel and **Fire Chief Keith Krestan** of the Lisle-Woodridge Fire Protection District Chief of the Year for Departments with Full-Time Personnel. The IFCA recognizes chief officers who make significant contributions to the fire service at the state and national levels. Considerations include: public education and life safety advancements, innovative and entrepreneurial efforts and accomplishments, education and or credential portfolio, and public-private sector contributions. **Well done, Chiefs!**



ADMINISTRATION AND FINANCIAL

911 Services Advisory Board (SAB) and 911 Legislation:
September 16, 2024
October 28, 2024
November 18, 2024
December 16, 2024

The 911 Services Advisory Board met September 16, Executive Director Zerwin attended remotely. The ETS Board received a copy of the notes from the meeting. The most significant task from that meeting was the setting of the grant level for the next state fiscal year (July 1). The State 911 Administrator asked the Board to consider raising the limit to $10M. The reasoning behind the request that there has been an increase grant requests for consolidation costs. The estimated impact to the 911 Systems would be an 4% decrease. After discussion in which the pending strategic plan, funding model, and the fact that the 911 systems would not be given notice of a potential decrease were discussed, it was decided that the level would remain at $7.5M. Additionally, the Administrator was asked if 911 Systems who applied for a grant and received partial funding could apply in a subsequent year for additional reimbursement for the same consolidation. The current guidelines allow for this.

Budget:
There will be a budget review at the regular ETSB meeting in preparation for budget approval of the FY25 budget. The Board will receive some additional budget material prior to the meeting.

Travel and Training:
Hexagon Public Safety Summit: This year, the Hexagon Public Safety Customer Advisory Board, HxGN Live Global and the HPSUG conference were combined into one event. The Hexagon Customer Leadership Advisory Board was held on September 16 and the general session began on September 17. This conference included hands-on training and demonstrations related to public safety specific to Hexagon systems as well as emerging technology, case studies and keynote speakers. The conference was held in Cape Coral, Florida and was attended from September 16-19 by four (4) ETSB staff members, including Director Zerwin is part of the Leadership Advisory Board and was part of the panel of the Women in Public Safety Leadership session. The RMS Group also had four members attend.

The Peer to Peer Support: This course is specifically designed to address the unique stressors inherent in the 9-1-1 work environment, as well as stressors that are unique to work as a first responder. This course was hosted by the ACDC PSAP on September 23-25. The course is designed to be interactive and with only eight (8) attendees between both PSAPs, and with the consent of Dr. Lilly, the course was opened to outside agencies via the IL APCO forum. There were five (5) additional agencies who sent personnel, bringing the total number of attendees to 18. The outside agencies agreed to reimburse ETSB for a portion of the course, $360 per person, based on the number of attendees they sent.

RESOLUTIONS

Milestone Payments:
PURVIS Purchase Order 918126/3187-1
On the agenda this month are Milestones 56 and 59, in the amounts of $5,960.00 and $2,785.00, respectively, for approval per Policy 911-007: Approval of Milestones for ETSB Contracts. These are the final milestones in the Hanover Park new station project. The final installation was approved

by Hanover Park Fire Department on August 22, 2024, after the station officially opened on August 21, 2024. The invoices will be on the October Bills List for payment.

Budget Transfers:
Language Translation Services: Requested transfer of funds for FY24 from 4000-5820-53828 (Contingencies) to 4000-5820-53040 (Interpreter Services) for payment and accounting of contractual obligations associated with the Cyracom/Voiance language translation PO 6848-1.
Total amount of requested transfer: $8,000.00.

Contractual Payment: Requested transfer of funds for FY24 from 4000-5820-54199 (Capital Contingencies) to 4000-5820-54110 (Capital Equipment & Machinery) and 54107 (Capital Software) for the second of six annual financing payments on Motorola PO 922031/6149-1 for the console, microwave, and logger project. The second payment will be coming due in November 2024.
Total amount of requested transfer: $1,167,645.00.

PROCUREMENT/MAJOR CONTRACTS

Open Purchase Order Utilization

Purchase Order	Total	Year to Date	Remaining Balance
FY24 CDW-G	$ 25,000.00	$ 4,268.29	$ 20,731.71
FY24 Dell	$ 30,000.00	$ 8,542.13	$ 21,457.87
FY24 Motorola	$ 50,000.00	$ 27,562.62	$ 22,437.38

Monday.com: Purchase Order 924034 Project Management Software
This request is for a two (2) year subscription renewal of a project management tool for thirty (30) users. ETSB has used this communication tool for three years. Monday.com is a web and mobile app platform for work management including tracking projects and workflow, assignment of tasks and deadlines, and team collaboration. The platform's capabilities include unlimited boards, dashboards, file storage for project management. The subscription period will run from December 2, 2024 through December 1, 2026. Monday.com has continued a Nonprofit Organizations (NGO) discount of 29%.
Total amount: $26,582.40.

Cellco Partnership dba Verizon Wireless: Purchase Order 924036
This request is for an ongoing utility service for wireless connectivity through Verizon for the use of data cards for DU-COMM and ETSB staff. The monthly charges are guaranteed through the master contract CMS793372P at a fixed rate and include the ability to upgrade equipment every ten months. This is for 14 units at an approximate monthly cost of $36 per unit/month.
Total amount of request: $6,100.00.

Motorola: Purchase Order 924016 (carry over from September)
Recommendation for approval of Purchase Order 924016 to Motorola Solutions, Inc. for a Digital Fixed Station Interface (DFSI) solution to provide data to the PSAP radio consoles for the backup radio systems. DFSI is a system to provide the same functionality on the 800-backup system that each PSAP maintains that is available on the Starcom system. The proposal contains a one (1) year warranty and five (5) years of SUAII maintenance. It is the recommendation of the Ad Hoc Finance Committee to move this forward in FY24. Total Capital: $90,292, Total Maintenance (5 yrs): $19,785
Total amount of request: $110,077.00.

PURVIS Systems Incorporated: Purchase Order 924025 (carry over from September)
Recommendation for approval of Purchase Order 924025 to PURVIS Systems Incorporated for a renewal of maintenance on the Fire Station Alerting (FSA) equipment utilized in the 9-1-1 System. The maintenance period will run from October 1 0, 2024 through October 9, 2026. Participating agencies with optional equipment installed in their stations will reimburse ETSB in the amount of $32,095.00. The ETSB amount for core equipment is $392,635.00.
Total amount of $424,730.00.

Insight Public Sector, Inc.: Purchase Order 924032 (carry over from September)
This is a request for a maintenance renewal of the licensing on the virtual environment (VMWare) servers and the alignment of maintenance for the stand-alone servers for a period from October 13, 2024 through October 16, 2025. This renewal is being made through the OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES (#23-6692-03) contract.
Total amount of $14,145.44.

Insight Public Sector, Inc.: Purchase Order 924033 (carry over from September)
This request is for a renewal of SolarWinds products utilized to enhance the network monitoring capabilities of the network and allow for the monitoring of hardware. The SolarWinds Network Performance Monitor license provides the ability to monitor hardware components for troubleshooting and advanced alerting. Security Event Monitoring is a software that is currently being use for CAD, Absolute Secure (formerly NetMotion) and other ETSB 9-1-1 systems to notify IT staff of various security related issues (unauthorized logins attempts, AD objects creation/modifications, suspicious traffic activity, etc.). This software works in conjunction with Network Performance Monitor and allow preventative action to be taken before a system failure. This is a continuation of maintenance for a period running from October 13, 2024 through October 13, 2025. This renewal is being made through the OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES (#23-6692-03) contract.
Total amount of $7,683.34.

Change Orders:
Motorola Solutions, Inc.: Change Order #2 for 920153/4951-1
This change order will reconcile the number of units covered under this service agreement for FY24. This change order to true up the number of radios covered under the contract for FY24. The APX7000 series radios were end of life/end of support as of June 30, 2023, meaning the radios could no longer be sent into the depot for repair as part of this contract. The APX4000/6000/8000 series radios will remain in this contract resulting in an adjusted count of 882, for an amount of $21,168.00, for December 1, 2023 through November 30, 2024.
This is a non-monetary change order.

AT&T, Inc.: Purchase Order 922020 (carry over from September)
DU-COMM's current Director has requested five days of agent CPE training so that all their staff will attend the vendor-led training in addition to the train-the-trainer sessions. The original contract was approved in 2022 when the training was selected. ACDC has not requested any additional training.
Total amount of change order is $12,089.50, for a new contract amount of $6,019,330.09.

Payment of Claims:
On the agenda this month is the Payment of Claims as listed below. The Payment of Claims includes Chairman's authorization letter, Detail listing of obligations vs. budget, and *Bank Account Payment*

History Report for Internal and External Payments for FY24. There will be two bills this on October agenda, one that was generated for the September meeting and second bills list that was generated for the October meeting.

The October Bills list will also include the interdepartmental transfer from ETSB to PRMS to reconcile past three years of maintenance. The amount of the transfer is: $112,349.22.

Bills List FY24
External Payments FY24
Total for Fund 5820 for September 11 meeting: $1,686,742.64
This bills list includes the annual Hexagon maintenance in the amount of $1,480,235.07
CAD amount: $836,198.16; PRMS amount: $617,036.91 to be reimbursed.

Total for Fund 5820 for October 9 meeting: $375,758.02

Internal Payments FY24
Total for Fund 5820: $112,349.22.

Revenue and Expenditures
Revenue**:** Equalization Revenue Reports are on the consent agenda: $1,382,731.50.
The April surcharge was received on August 21 in the amount of $1,365,561.66.
The May surcharge was received on September 5 in the amount of $1,157,731.43

$8,084.92 FUSUS Interface. Payment has been received from Oak Brook Police Department this completes this project.

$3,640.00 FSA Optional Equipment Reimbursement. Darien-Woodridge FPD requested tower lights for their station. This equipment required the addition of an Audio-Relay Expansion Module (ARXM). ETSB procured the equipment through PURVIS and Darien-Woodridge FPD made a reimbursement payment to ETSB.

$9,114.05 DEDIRS Reimbursement: A payment was received from Wheaton College APX4000 portable radios purchased as part of the radio replacement project. This completes their purchase.

Miscellaneous revenue:
$28,485.24 Pleasantview Fire Protection District Annual DEDIR System fee.
$2,160.00 Dr. Lilly Peer to Peer training course from outside agencies that attended the course.

9-1-1 CORE SYSTEM MANAGEMENT

Cybersecurity:
Tech Focus is in discussion on cyber security. The ETSB IT Director is in the process of reviewing the current security policies and discussing these policies with the County IT cybersecurity personnel.

State of Illinois ISP/Circuits/NextGen 911 ESInet:
State of Illinois GIS NG 9-1-1: County GIS completed the pre-cutover GIS data push prior on September 12, 2024. All the data passed the checks and was confirmed ready for the ACDC

cutover that was completed on September 17, 2024. County GIS continues to work with our neighbors on the aligning the edges of our mapping boundaries to ensure accuracy.

State of Illinois Text to 911: As reported last month, the PSAPs, ETSB and Intrado staff met to review the training and functionality of text to 9-1-1 in the system ETSB and County staff met September 3, 2024 to discuss partnering in a public education campaign for text to 9-1-1, 988 and 211. Public Education will depend on the go-live of the PSAPs to NG9-1-1 and text to 9-1-1 training.

ACDC has officially cut over to the ESInet and their PSAP is now considered "Text to 9-1-1 ready". Notification letters have been submitted to the FCC and the vendors and testing is underway. ACDC will officially make text to 9-1-1 live in a coordinated deployment after DU-COMM has successfully cut over on October 22, 2024.

NG9-1-1 Grant opportunity CAD to CAD interface: There is no additional information other than what was previously report last month. The State 9-1-1 Administrator has indicated in an email that sufficient funds exist for this grant, and that $6,802.958.37 has been awarded statewide. What costs remain to be funded, from the ETSB perspective, will be determined once the final award notification has been received.

Customer Premise Equipment (CPE):
Hardware/software and NG911 Migration: ACDC successfully cut over to the new Hardware and the ESInet on September 17, 2024. An After Action meeting was held on Friday, September 20 for this first phase of the project cutover. ETSB and the PSAPs had some questions for AT&T. Some information from AT&T is still pending. As is their standard practice, such reports generally take 30 days. The initial After Action Report for Phase 1/ACDC Cutover was completed by ETSB and PSAP staff and was supplied to the ETS Board.

DU-COMM is currently scheduled to cut over on October 22, 2024. Motorola is completing the configuration of the system during the week on September 30, 2024. Training and Operational Readiness Testing (ORT) will be starting on October 1, 2024 and will be completed the week prior to cutover.

At the end of the monthly report are the monthly and yearly stats for call handling of 911 and 10 digit dial calls for each PSAP. The ACDC calls are not accurate for the month of September because of the migration to NG911.

DuJIS CAD:

	Year to Date		**Past Month**					
			Totals		**Categories of Open Tickets**			
Category	Opened	Closed	Total	Closed	System Error Tickets	Configuration Tickets	Referred to Hexagon	Open/Waiting on Customer
CAD	423	377	43	27	10	5	2	5
MPS	446	488	49	42	5	28	0	8
Total	869	865	92	69	15	33	2	13

Projects:
FUSUS: (Oak Brook PD, Wheaton PD and Oakbrook Terrace PD) The Fusus EdgeFrontier (Xalt) Interface was deployed into production August 18, 2023. Payment has been received from Oak Brook

PD in September 2024. There will be ongoing maintenance costs that will be billed to Wheaton PD and Oak Brook PD. Oakbrook Terrace PD has elected not to continue with the program. This project is completed.

ProQA Upgrade Project: Priority released the .41 training on June 5, 2024. ProQA Medical and Fire versions .50 was made available July 3. PSAPs have been advised and they are currently working on the translation tables. Installation of the .50 update will be scheduled and testing will commence when PSAPs advise they are ready. The PSAPs have registered their personnel for .41 training and PSAPs will advise ETSB when that training has been completed.

DU-COMM provided ETSB the updated EMD and EFD Determinant Code Translation Table on September 25, 2024. ETSB is in the process of configuring that into the ProQA system.

LEADS 3.0 Upgrade: ETSB has been working with both PSAP facilities during the testing phase. A few small configuration issues have been identified and all of those have been addressed by ETSB and Hexagon, and on September 26, the PSAPs were notified to perform final testing. At this point, ETSB does not see any issues that would prevent the upgrade to be completed on the expected go-live of October 31, 2024.

Absolute Secure:

	Year to Date		Past Month					
			Totals		Categories of Open Tickets			
Category	Opened	Closed	Total	Closed	System Error Tickets	Configuration Tickets	Referred to Hexagon	Open/Waiting on Customer
Absolute Secure	97	94	14	14	0	0	0	0

Absolute Secure Access: No system issues reported this past month. Currently there are approximately 950 devices registered.

Comcast Maintenance/Trouble Tickets: No maintenance notifications or tickets opened for the month of September 2024.

Network Tickets: No network issues have been reported for the month of September 2024. ETSB is in the process of discussing connectivity for the phone system access to Eventide and CAD, this is for the upgrade to the ESI Net for NG911.

VMware Maintenance: No maintenance was scheduled for the month of September 2024.

Windows Patching: The next quarterly patch cycle will begin on October 3, 2024.

AQUA: System bug (Ticket 10240) ticket pending waiting for Priority to provide training for new version of AQUA. Priority Dispatch has released training for the new version. The software was installed May 21. The training for the PSAPs was available June 18. PSAPs are currently in the process of training. Once training is completed the version can be rolled out to production.

Fire Station Alerting System (FSAS):

	Year to Date		Past Month				
			Categories of Open Tickets				
Category	Opened	Closed	Total	Closed	System Error Tickets	Configuration Tickets	Open/Referred to Purvis
FSA	141	120	9	7	5	0	0

Fire Station Alerting: The Fire Standardization Focus Group reviewed the results of the survey at the September 5, 2024 meeting. Overall, the agencies are either satisfied or very satisfied with the customer support of both Purvis, the manufacturer, and Communications Zone, the onsite service vendor. With respect to an overall rating, 27 of the 29 fire agencies reported either being satisfied or very satisfied with the system, with two agencies reporting they were not satisfied with the system.

The Focus Group reviewed two takeaways and recommended the following next steps:

- ETSB staff work with the two agencies that reporting not being satisfied to determine how best to improve their experience.
- Request Purvis provide a demonstration on the capabilities of the system and any new features that are available today that were not available during the initial configuration.
- Several comments requested the ability to configure the system to meet the needs of the individual departments. Note: Different configurations are possible in the current Purvis system. The configuration decisions made during the initial deployment were made for standardization by different chiefs on the Fire Standardization Focus Group. The current Fire Standardization Focus Group would like to review the configuration based on operations today after the demonstration by Purvis.

Purvis is working on putting together a demo session that will be scheduled with the Fire Standardization Focus Group.

Geographic Information Systems (GIS):

	Year to Date		Past Month							
			Totals			Categories of Open Tickets				
Category	Opened	Closed	Total	Closed	Open Tickets	System Error Tickets	Configuration Tickets	Pending Refresh	Pending Closed/ Verification by PSAPS	Open/ Referred to Hexagon
GIS	373	285	37	7	33	0	0	18	0	0

NG911 GIS Mapping for Go-Live: ACDC has successfully integrated NG911 via the CPE upgrade that took place in September. DU-COMM is scheduled to upgrade on October 22, 2024.

GIS Projects:
Addison Fire Response Districts Project: ETSB received final approval of the updates, and this was pushed into production on September 9, 2024. This project is completed.

GIS Redistricting Annual Status: ETSB sent out a reminder to all agencies regarding any potential new changes prior to the end of the year for major projects this past month. Several agencies responded that no updates were needed. Wheaton sent over updated data and ETSB is currently in the process of working with County GIS. This is anticipated to move into production in November.

CPE (VESTA): The Vesta local map cutover for ACDC was completed successfully on September 16, 2024. Data has been submitted to the Vesta map local server with the updates. The DU-COMM planned cutover date is October 22, 2024. ETSB is waiting on the server to be set up and configured so the updated maps can be pushed.

9-1-1 System Memos:

Total Memos	New Memos	Updated Memos	Closed Memos	Open Memos
130	0	0	0	6

New Memos: There were no new memos in this rating period.

Closed Memos: There were no closed memos during this rating period.

Open Memos:
Memo 103: CAD/Vesta Standardization. The CAD Focus Group requested a standardized way to search for locations on the map for both CAD and CPE. Currently this is not an option. Motorola is investigating whether a change can be applied to the new CPE mapping software.

Memo 108: Change ANI/ALI dump workflow in CAD. The CAD Focus Group requested a change to the workflow for the ANI/ALI dump of data from the CPE to CAD. Currently this is not an option. ETSB staff will investigate options in the new CAD software once it is implemented.

Memo 110: Options for Tones in Fire Station Alerting. DU-COMM requested exploring different options for toning in FSA. DU-COMM has successfully completed testing their solution with one note: Static was noticed on Fire West. DU-COMM requested pausing the testing of this solution until the testing on the combination of Fire West and Fire North concludes on April 10, 2024.

Memo 113: Shot/Stab Event Type. ACDC requested investigating creating two separate event types: One for shot and one for stab. This is currently at the Directors' level for review.

Memo 127: MFA in Command Central Aware. The Tech Focus Group is reviewing a request to add multi-factored authentication for Command Central Aware. This is currently being investigated.

Memo 128: MFA Infrastructure implementation. The Tech Focus Group is reviewing the implementation of multi-factored authentication and the impact of operations on other ETSB systems. This is different than memo 127 because Command Central Aware has different security concerns.

Memo 129: Event Subtype adjustment. There was a request to eliminate Residential and Commercial from the PD Alarm subtype and to add subtypes that match a uniform list published by the Alarm Monitoring Association. These options are being discussed with the PSAP operations groups. The next DU-COMM meeting is September 20, 2024.

DuJIS PRMS:
The RMS Manager's monthly memorandum for September has been attached to this report, as well as the Hexagon Service Manager's summary, and the Resident Systems Analyst's (RSA) weekly report(s).

DU PAGE EMERGENCY DISPATCH INTEROPERABLE RADIO SYSTEM (DEDIRS)

Motorola Radio System Manager Report:
The August and September memorandum is located at the end of the monthly report.

DEDIR System:
AXS Consoles: Motorola is ready to begin staging the hardware for this project. Chicago Communications is the vendor that will be doing the installation and will be staging the material as Motorola's channel partner. Chicago Communications will be onsite the week of October 28, 2024 to install one workstation as a test. At that point, a testing and training scheduled can be finalized. The deployment plan has an encryption plan dependency. Motorola anticipates installing one workstation per day. The project is anticipated to take 2-3 months to complete.

Encryption: The Police Focus Group met on Thursday, September 26, 2024. They reviewed the encryption layout for the talk groups and anticipate having it finalized for the October 7, 2024 PAC meeting. ETSB staff is working with Motorola for an encryption plan proposal based on the complexities of the process and the size of the DEDIR System. This item should be on the November agenda. It will also be discussed as part of the budget since it will likely carry over into FY25.

APXNext (Fire):
APX8500 mobile: Motorola has provided an option for the 8500 mobiles, the APX6500 dual radio. The demo units have been received and the focus group is working with the Radio System Manager to program the unit. Motorola, with the help of Erik Maplethorpe for DU-COMM, and LT. John Sullivan from Addison Fire, have completed a mocked-up version of the APX6500 mobile radios. ETSB is hosting a demo session on October 3, 2024 to go over the radios and review the next steps with the Fire Agencies.

NFPA Committee: Nothing to report this month.

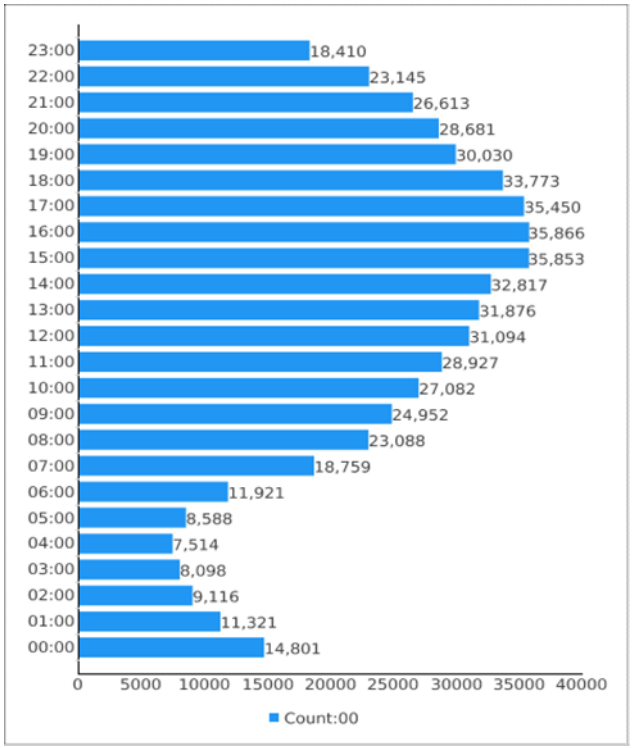
APXNext XN: This Fire Focus Group is working on the configuration of the radio with the Radio System Manager. ETSB staff is working with agencies to review their templates. Depending on the agency, Erik Maplethorpe/DU-COMM and Jim Connolly/ACDC have been invited to participate in the meetings.

Policy Advisory Committee (PAC):
The PAC's next regular meeting is on Monday, October 7, 2024.

ALI AUDIT SUMMARY SNAPSHOT

Calls occuring between: 01-01-2024 12:00:04 AM and 10-01-2024 12:37:42 PM

Calls by Hour **Total: 557,774**



Calls by Response Code

	Response Code	Total
0	No Active Paths	13
1	One Path OK	17,427
2	Both Paths OK	539,774
7	Manual Query Denied	0
9	Record Not Found	562
Total		557,776

Calls by Query Type

	Query Type	Total
I	Initial	263,610
M	Manual	608
R	Repeat	293,559
T	Test	0
Total		557,777

Calls by Call Type

	Call Type	Total
A	Anonymous Call [911-0000]	1,112
E	ESCO [911-0XXX]	9
S	Standard ANI Received [NXX-XXXX]	525,980
U	Uninitialized Call [911-XXX-XXXX]	30,673
Z	Seizure with no ANI [000-0000]	3
Total		557,777

Calls by Class of Service

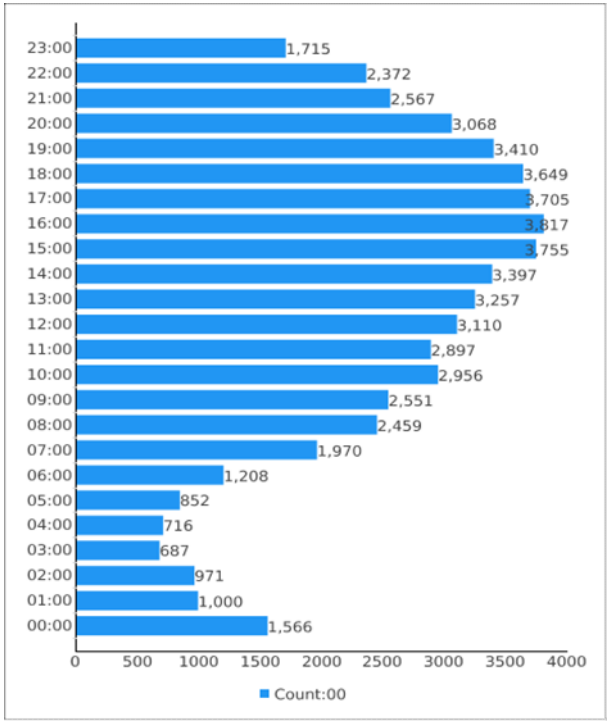
	Class of Service	Initial Query	Manual Query	Repeat Query	Test Query
	N/A	252	274	36	0
0	Business OPX	1	0	0	0
1	Residence	4,520	25	188	0
2	Business	4,556	57	176	0
3	Residence PBX	0	0	0	0
4	Business PBX	655	3	24	0
5	Centrex	69	4	0	0
6	Coin 1 Way Ot	2	0	0	0
7	Coin 2 Way Out	0	0	0	0
8	Mobile	1	0	2	0
9	Residence OPX	0	0	0	0
A	Cust Owned Coin Telephone	0	0	0	0
B	ESCO Failure	1,061	0	60	0
C	VoIP Residence	0	0	0	0
D	VoIP Business	13	0	1	0
E	VoIP Coin/Pay Phone	0	0	0	0
F	VoIP Wireless	23	1	2	0
G	Wireless Phase 1	36,949	41	6,344	0
H	Wireless	179,519	180	284,864	0
J	VoIP Nomadic	0	0	0	0
K	VoIP Enterprise Solutions	0	0	0	0
T	VoIP Coin/Pay Phone	82	0	327	0
V	VoIP Services	35,880	23	1,526	0
X	TEXT TO 911	0	0	0	0
Total		**263,583**	**608**	**293,550**	**0**

Calls occuring between: 01-01-2024 12:00:04 AM and 10-01-2024 12:35:42 PM

ALI AUDIT SUMMARY SNAPSHOT

Calls occuring between: 09-01-2024 12:01:10 AM and 09-30-2024 11:57:59 PM

Calls by Hour **Total: 57,655**



Calls by Response Code

	Response Code	Total
0	No Active Paths	0
1	One Path OK	6,021
2	Both Paths OK	51,572
7	Manual Query Denied	0
9	Record Not Found	62
Total		57,655

Calls by Query Type

	Query Type	Total
I	Initial	27,423
M	Manual	39
R	Repeat	30,193
T	Test	0
Total		57,655

Calls by Call Type

	Call Type	Total
A	Anonymous Call [911-0000]	129
E	ESCO [911-0XXX]	0
S	Standard ANI Received [NXX-XXXX]	54,200
U	Uninitialized Call [911-XXX-XXXX]	3,326
Z	Seizure with no ANI [000-0000]	0
Total		57,655

Calls by Class of Service

	Class of Service	Initial Query	Manual Query	Repeat Query	Test Query	Total
	N/A	30	32	0	0	62
0	Business OPX	0	0	0	0	0
1	Residence	399	2	12	0	413
2	Business	516	3	12	0	531
3	Residence PBX	0	0	0	0	0
4	Business PBX	64	0	1	0	65
5	Centrex	5	0	0	0	5
6	Coin 1 Way Ot	0	0	0	0	0
7	Coin 2 Way Out	0	0	0	0	0
8	Mobile	0	0	0	0	0
9	Residence OPX	0	0	0	0	0
A	Cust Owned Coin Telephone	0	0	0	0	0
B	ESCO Failure	118	0	11	0	129
C	VoIP Residence	0	0	0	0	0
D	VoIP Business	0	0	0	0	0
E	VoIP Coin/Pay Phone	0	0	0	0	0
F	VoIP Wireless	5	0	2	0	7
G	Wireless Phase 1	3,865	0	538	0	4,403
H	Wireless	18,558	2	29,436	0	47,996
J	VoIP Nomadic	0	0	0	0	0
K	VoIP Enterprise Solutions	0	0	0	0	0
T	VoIP Coin/Pay Phone	17	0	63	0	80
V	VoIP Services	3,841	0	118	0	3,959
X	TEXT TO 911	0	0	0	0	0
Total		**27,418**	**39**	**30,193**	**0**	**57,650**

Calls occuring between: 09-01-2024 12:01:10 AM and 09-30-2024 11:57:59 PM

Year to Date 9-1-1 System Call Count

For (Call Origin)

Creation Date: 10/01/2024 09:10:49 AM

Grouping: Site & Call Origin

Date Range: 01/01/2024 12:00:00 AM - 09/30/2024 11:59:59 PM

Filter Criteria: Please, refer to the last page.

Detail Information

Site	Call Origin	Total Calls	Call Category			Call Service (Emergency Incoming)					Outgoing (Emergency, Non-Emergency, Other)	Abandoned (Emergency)	Avg Wait (Emergency Incoming)
			Emergency	Non-Emergency	Other	Wire-Line	Wireless	VoIP	SMS	Unknown			
ACDC	Incoming	204,117	70,352	133,765	0	3,660	58,889	6,496	0	1,307	0	3,686	00:00:04
	Internal	11,291	0	11,291	0	0	0	0	0	0	0	0	00:00:00
	Outgoing	51,066	0	51,066	0	0	0	0	0	0	51,066	0	00:00:00
	Total	266,474	70,352	196,122	0	3,660	58,889	6,496	0	1,307	51,066	3,686	00:00:04
DU-COMM	Incoming	533,953	209,305	324,648	0	11,017	164,073	32,598	0	1,617	0	10,598	00:00:05
	Internal	93,477	0	93,477	0	0	0	0	0	0	0	0	00:00:00
	Outgoing	128,388	1	128,387	0	0	0	0	0	0	128,388	0	00:00:00
	Total	755,818	209,306	546,512	0	11,017	164,073	32,598	0	1,617	128,388	10,598	00:00:05
Total		1,022,292	279,658	742,634	0	14,677	222,962	39,094	0	2,924	179,454	14,284	00:00:05

Monthly 9-1-1 System Call Count

For (Call Origin)

Creation Date: 10/01/2024 09:09:59 AM

Grouping: Site & Call Origin

Date Range: 09/01/2024 12:00:00 AM - 09/30/2024 11:59:59 PM

Filter Criteria: Please, refer to the last page.

Summary Information

Site	Total Calls	Call Category			Call Service (Emergency Incoming)					Outgoing (Emergency, Non-Emergency, Other)	Abandoned (Emergency)	Avg Wait (Emergency Incoming)
		Emergency	Non-Emergency	Other	Wire-Line	Wireless	VoIP	SMS	Unknown			
ACDC	14,249	3,605	10,644	0	172	3,005	369	0	59	2,615	185	00:00:04
DU-COMM	87,848	25,828	62,020	0	1,725	20,120	3,800	0	183	14,900	1,207	00:00:05
Total	102,097	29,433	72,664	0	1,897	23,125	4,169	0	242	17,515	1,392	00:00:05

Year to Date 9-1-1 System Transfer Count

For (Call Origin)

Creation Date: 10/01/2024 09:14:31 AM

Grouping: Site & Call Origin

Date Range: 01/01/2024 12:00:00 AM - 09/30/2024 11:59:59 PM

Filter Criteria: Please, refer to the last page.

Detail Information

Site	Call Origin	Total Calls	Call Category			Call Service (Emergency Incoming)					Outgoing (Emergency, Non-Emergency, Other)	Abandoned (Emergency)	Avg Wait (Emergency Incoming)
			Emergency	Non-Emergency	Other	Wire-Line	Wireless	VoIP	SMS	Unknown			
ACDC	Incoming	19,555	19,555	0	0	375	17,748	1,432	0	0	0	0	00:00:04
	Total	19,555	19,555	0	0	375	17,748	1,432	0	0	0	0	00:00:04
DU-COMM	Incoming	28,612	28,612	0	0	310	26,716	1,586	0	0	0	0	00:00:05
	Total	28,612	28,612	0	0	310	26,716	1,586	0	0	0	0	00:00:05
Total		48,167	48,167	0	0	685	44,464	3,018	0	0	0	0	00:00:05

Monthly 9-1-1 System Transfer Count

For (Call Origin)

Creation Date: 10/01/2024 09:13:53 AM

Grouping: Site & Call Origin

Date Range: 09/01/2024 12:00:00 AM - 09/30/2024 11:59:59 PM

Filter Criteria: Please, refer to the last page.

Summary Information

Site	Total Calls	Call Category			Call Service (Emergency Incoming)					Outgoing (Emergency, Non-Emergency, Other)	Abandoned (Emergency)	Avg Wait (Emergency Incoming)
		Emergency	Non-Emergency	Other	Wire-Line	Wireless	VoIP	SMS	Unknown			
ACDC	729	729	0	0	8	658	63	0	0	0	0	00:00:04
DU-COMM	3,541	3,541	0	0	32	3,331	178	0	0	0	0	00:00:05
Total	4,270	4,270	0	0	40	3,989	241	0	0	0	0	00:00:05

In process/Testing
Implemented
Pending Research
Closed/Enhancement
Closed

911 System Design Standardization Memos

Memo #	Date Opened	Origin	Title	DESCRIPTION	STATUS of MEMO (Pending, In Process/Testing, Pending/Research, Implemented, Closed/Enhancement tot Product Development, Closed)	Closed Date	CAD FOCUS	TECH FOCUS	FSA FOCUS	MPS	DIRECTORS	ETS BOARD
1	04/08/20	CAD	Informer Trigger words	Request to eliminate words that trigger an alert when entered into CAD	Closed	04/22/20	Consensus	N/A	N/A	N/A	N/A	
2	02/18/20	CAD	Alphanumeric Verification	enables a setting that will allow alphanumeric addresses to geo-verify without a space.	Closed	03/16/20	Consensus	N/A	N/A	N/A	N/A	
3	03/17/20	CAD	Auto Verifiation of address	disable automatically geo-verifying addresses that are unique in the system.	Enhancement tot product development		Research	N/A	N/A	N/A	N/A	
4	03/17/20	CAD	on-off ramp entries	enhance the TCs' ability to identify on and off ramps for the highways	closed	03/15/22	Consensus	N/A	N/A	N/A	N/A	
5	03/14/20	CAD	Pro-QA data export	request to escalate the priority of a data export to facilitate the development of a single server for Pro-QA software	Closed	03/16/20	Consensus	N/A	N/A	N/A	N/A	
6	03/18/20	CAD	Elminate the 2 or 3 digit code from Purvis	removing the 2 or 3 digit code from the Purvis announcement.	Closed	08/20/20	Consensus	N/A	Consensus	N/A	N/A	
7	03/17/20	CAD	Half addresses	presentation of two options for how to handle half-addresses.	Closed	03/16/20	Consensus	N/A	N/A	N/A	N/A	
8	04/03/20	CAD	Command Line Font size	the font size larger on the command lines- expanded to the multi-command line	Enhancement tot product development		Consensus	N/A	N/A	N/A	N/A	
9	04/03/20	CAD	PI-Delay	adjust an event code that corresponded to a car accident with injuries that was delayed	Closed	04/08/20	Consensus	N/A	N/A	N/A	N/A	
10	04/06/20	CAD	Street Aliases	discuss options for alias street names in the CAD system. This would apply to streets such as North Ave AKA Route 64	Closed	10/06/20	Consensus	N/A	N/A	N/A	N/A	
11	01/27/20	FSA	Cover Memo	Outline of the memo process	Closed	01/23/20	N/A	N/A	Consensus	N/A	N/A	
12	01/27/20	FSA	Formula for Agency Costs	Costing formula options for exepenses relating to changes in systems	Closed	01/23/20	N/A	N/A	Consensus	N/A	N/A	
13	12/19/19	FSA	Standardization of Recommends	Using Z units in CAD	Closed	03/02/20	Consensus	N/A	Consensus	N/A	N/A	
14	01/23/20	FSA	Activating New Tone	Adding a rules to Engines to faciliate tones	Closed	03/02/20	Consensus	N/A	consensus	N/A	N/A	
15	01/05/20	FSA	Add Units to Calls	Add Unit to calls from mobiles without generating a tone	Closed	05/14/20	N/A	N/A	Consensus	N/A	N/A	
16	01/27/20	FSA	Optional Equipment Status	Optional equipment formating options	Closed	05/14/20	N/A	N/A	Consensus	N/A	N/A	
17	02/28/20	FSA	Open Radio	Leaving the radio open for two minutes after the Purvis alert in the stations	Closed	03/02/20	N/A	N/A	Consensus	N/A	N/A	
18	03/05/20	FSA	Dead End Streets	Remove Dead End from the announcement	Closed	06/22/20	Consensus	N/A	Consensus	N/A	N/A	
19	02/26/20	FSA	LSI Data Into CAD	Add Hazardous Material data from the State into CAD	Closed	03/02/20	N/A	N/A	Consensus	N/A	N/A	
20	02/26/20	FSA	Flow MSP	The font size larger on the command lines- expanded to the multi-command line	Closed	03/02/20	N/A	N/A	Consensus	N/A	N/A	
21	03/02/20	FSA	Additional Goals	expand the goal to consider the time from call to responder arrival instead of from the time of call to dispatch	Closed	03/14/20	Consensus	N/A	Consensus	N/A	N/A	
22	03/01/20	FSA	Non-standard CAD programming	Creating CAD command that are unique to an agency or a small subset of agencies	Closed	06/22/20	Consensus	N/A	Consensus	N/A	N/A	
23	01/27/20	TECH	Purvis Proposal	Review of the proposal to address the back-up alerting solution	Closed	02/06/20	Consensus	Consensus	Consensus	N/A	N/A	
24	02/02/20	TECH	ICD from Hexagon for LEADS	review the Hexagon proposal for the LEADS ICD- Hexagon is re-working the proposal	Enhancement tot product development		Pending	Pending	N/A	N/A	N/A	
25	04/20/20	CAD	Assist other priority change	DU-COMM request to change the priority of Assit other from 4 to 2. This will adjust the watchdog times	Closed	04/22/20	Consensus	N/A	N/A	N/A	N/A	
26	04/20/20	CAD	Macro request On-Unit	DU-COMM request a macro to combine to add the vehicle when logging a unit on duty	Closed	04/22/20	Consensus	N/A	N/A	N/A	N/A	
27	04/20/20	CAD	New Event code request	DU-COMM request to add two new event codes	Closed	03/09/21	Consensus		Consensus			
28	04/20/20	Tech	Switch Design	DU-COMM recommendation for a switch design review	Closed	05/26/20		Consensus				
29	04/30/20	FSA	Translations	Request to have the PSAPs manage FSA translations	Closed	05/19/20	Consensus		Consensus			
30	04/04/20	Tech	Enhanced Monitoring	Review the three proposals from Solar winds	Closed	07/31/20		Consensus				
31	05/04/20	CAD	Fire Priorities	Requet to re-visit the Fire events priorities from ACDC	Closed	01/15/21	Consensus		Consensus		Consensus	
32	05/22/20	FSA	Priority Column	Request to add priority columns back into MPS	Closed	06/07/20	Consensus		Consensus			
33	05/26/20	FSA	Self-assgin	Request the ability to self-dispatch calls from pending	Closed	06/07/20	Consensus		Consensus			
34	05/27/20	TECH	LAG	Install LAG on the Comcast side of the Network	Closed	03/15/24		Consensus				
35	05/27/20	TECH	Security	Review Results of the Nessus system testing	Closed	06/22/20		Consensus				
36	05/27/20	TECH	WMware upgrade	Install upgrade to Vmware from 6.0-6.7	Closed	06/22/20		consensus				
37	05/27/20	TECH	Software Review	Conduct a software review comparable to the cutover review	In Process			Consensus				
38	05/27/20	CAD	9-1-1 Call Flow	Reivew the 9-1-1 Call flow process	Closed	01/18/22					Consensus	
39	05/28/20	CAD	Updated Macro	request to reduce the CDCMDKEY	Closed	07/21/20	Consensus					
40	06/01/20	CAD	Update LEADS Trigger words	reintroduce trigger words from SOS for DL status	Closed	07/21/20	Consensus					
41	06/03/20	TECH	NICE Upgrade	Connect lines and positins to the NICE Recorder/DSO end of life update	Closed	06/22/20		Consensus				
42	06/10/20	FSA	Available on Event	Would like the MPS be programmed to change status to AOE	Closed	06/25/20	Consensus		Consensus			
43	06/15/20	TECH	Dell Storage	Dell offsite storage	Closed	03/01/20		Consensus				
44	06/19/20	Tech	CAD Workstations At DU-COMM	Install the ETSB image on the Workstations at DU-COMM	Closed	08/02/21		Pending			Consensus	
45	06/19/20	FSA	BARB procurement	Pros and Cons of the application	Closed	09/03/20			Consensus			
46	07/06/20	CAD	EDIT unit Roster	Change the Display from Employee number to Sign on ID	Closed	09/15/20	Consensus					
47	07/06/20	CAD	Informer Unit Colum	Add a column that displays the unit in infomrer	Closed	09/15/20	Consensus					
48	07/06/20	CAD	Multi-Command line	Force CAPS lock on the multicommand line	Enhancement tot product development		Consensus					
49	07/06/20	CAD	Add select event hot key	Eliminate a step when selecting a unit on an event	Enhancement tot product development		Consensus					
50	07/06/20	CAD	Unit Roster	Add the Badge number to the Unit display	Enhancement tot product development		Consensus					
51	07/06/20	CAD	Infomrer Hot Key	Add a hot key that opens up into Informer	Enhancement tot product development		Consensus					
52	07/06/20	CAD	Dispatch Assign	Dispatch assing to work automatically	Closed	12/29/20	Consensus					
53	07/06/20	CAD	Dispatch Assign mutiple units	Allow dispatch assign to work with multiple units	Enhancement tot product development		Consensus					
54	07/06/20	CAD	Monitor preferenc	Allow the monitors to be saved from each login	Enhancement tot product development		Consensus					
55	07/06/20	CAD	Vin Response	Allow title search to be run in Informer	Enhancement tot product development		Consensus					
56	07/06/20	CAD	Informer history	Develop a way to search for informer history	Enhancement tot product development		Consensus					

57	06/18/20	Tech	Carrier diversity	Request to explore surplus bandwidth to provide carrier diversity	Closed Jan 12, 2021	11/23/20		Consensus					
58	06/16/20	CAD	UL Functionality	Ability to add apartment number using the UL Function	Enhancement tot product development		Consensus						
59	06/16/20	CAD	Commit and Cover	Add Commit and Cover command to the right click list	Closed	10/06/20	Consensus						
60	07/16/20	CAD	TC name in the Remarks	ADD the PSAP and first initial to the TC name in remarks	Enhancement tot product development		Referred					Pending	
61	07/30/20	CAD	Available on Event	Would like AOE to set the timer to 0	Closed	01/21/21	Consensus						
62	07/30/20	CAD	Remove CUS	Remove CUS from Status codes PD RR IC WP TA AD	Closed	02/23/20	Consensus						
63	07/30/20	CAD	Mutiple Clearing units	Change programming to allow multiple units to be cleared	Enhancement tot product development		Consensus						
64	07/30/20	CAD	F2 enhancement	Want F2 to bring to the command line anywhere in the program	Enhancement tot product development		Consensus						
65	07/30/20	CAD	Mutiple On units	Want the ONU command to work for multiple units	Closed	04/20/21	Consensus						
66	07/30/20	CAD	Unit Transport streamline	Get rid of the dashes in the command line for unit transport	In-Process Research		Consensus						
67	07/30/20	CAD	Adjust name and tx field	add field for alalrm and to companies that doesn't impact LOI	Closed	08/18/20	Consensus						
68	07/30/20	CAD	Alias EMD codes	want the EMD numeric code entered as alias for event type	Closed	08/06/20	Consensus						
69	04/20/20	TECH	CISA request	Cybersecurity testing	10/12/2021			Consensus					
70	08/04/20		Monday.com	Online project management tool	Closed								
71	08/04/20	TECH	Vmware upgrade	upgrade to VMware version 6.7	Closed	02/22/22		Consensus					
72	08/03/20	CAD	Duplicate and Cancel	Attach the name of the TC that made the original ticket to remarks	Enhancement tot product development		Consensus						
73	08/27/20	FSA	Default MPS CADVIEW screen	Change the default MPS screen to Event list	Closed	04/20/21	Consensus		Consensus				
74	08/27/20	CAD	Right Click update	Using the Spreadsheet submitted update the right click list	closed	04/20/21	Consensus						
75	09/10/20	CAD	K9 Event codes	add event codes for the different types of dogs	Closed	09/12/20	retracted						
76	09/10/20	CAD	Relocate Unit Monitor	Add a new monitor for relocated unites	Closed	11/17/20	Consensus						
77	09/25/20	TECH	ALI Re-bid Times	Review the options to adjust the time for Automatic ALI re-bids	Closed	12/15/20		Consensus					
78	10/20/20	CAD	Call Source	Default Call Source to Phone	Closed	03/23/21	Referred to Directors					Directors	
79	10/28/20	CAD	Edit unit Code	Change the two digit unit code for Elgin from EG to EN	Closed	04/20/21	Consensus					Pending	
80	10/30/20	TECH	Power Supply	Procure redundant power supllies for switches etc	Closed	03/23/21						Pending	
81	11/15/20	CAD	Retail Theft	Change the subtype to Reatil-Delay	Closed	12/15/20	Consensus						
82	11/15/20	CAD	Caller Name LOI Search	Disable Caller Name from the LOI Search	Closed	12/29/20	Consensus						
83	12/10/20	CAD	Bomb Threat	Use a code for bomb threat instead of the words in Purvis	Closed	01/14/21			Consensus				
84	01//26/21	CAD	Timers	Remove the shift timers from the system	Closed	03/09/21	Consensus						
85	01/26/21	CAD	Live Mum additions	Add stations to match or come close to matching LiveMUM from CAD	Closed	04/20/21	Consensus						
87	02/23/21	CAD	Common places for DSO	Add common place names for DSO lots for a DSO response	Closed	09/01/01	Consensus						
88	03/31/21	FSA	Available on Event	Add the ability for MPS to self dispatch from Available on event	Closed								
89	04/16/21	CAD	KH and Business names Spec Situation	Remove the KH and businesss files from notification	Closed	05/09/21	Consensus						
90	04/19/21	CAD	Live Mum changes	Change the ETB of arrive danger to 40 minutes	Closed	05/04/21	Consensus						
91	05/18/21	TECH	TRE change	redesign the TRE to ensure it passes to Starcom	Closed								
92	05/26/21	CAD	Add subtypes to Assist	Create two new subtypes for assist to the SA and coroner	Closed	09/28/21	Consensus						
93	06/09/21	CAD	TestCase for Pro QA	Turn on the test case option in ProQA	closed	06/18/21	Consensus						
94	06/28/21	CAD	Standardized RR names	tracks xx where xx is a two/four digit abbreviation for the Railroad	Closed	02/05/21	Consensus						
95	07/12/21	FSA	Cross Staffed Apparatus	"Jump Crews"in Live Mum different than CAD	Closed	08/11/22			Consensus				
96A	07/12/21	FSA	Border Station Depth	Analsyis of station depth for border agencies	Closed	08/11/22			Consensus				
96B	07/12/21	FSA	Border Station Run orders	Adjust the run orders of stations based on Analysis from 96	Closed	08/11/22			Consensus				
96C	07/12/21	FSA	Drive Time Adjustments	Adjust the drive time for Mutual aid agencies	Closed	08/11/22			Consensus				
97	07/12/21	FSA	Pre-planned relos	Add pre-planned relos into LiveMum	Closed	07/28/22			Consensus				
98	07/12/21	FSA	Unit Depletion	Program LiveMUM to make recommends based on unit depletion percetages	Closed	08/11/22			Consensus				
99	07/13/21	CAD	Wayne township Coverage	Add a note to the Wayne township area about for overnight disptaching	Closed	07/16/21	Consensus						
100	07/13/21	FSA	EBT Request	Request DECCAN run two hears of data for more accurate EBT	Paused	05/18/23						Consensus	
101	07/21/21	FSA	COQ report number request	Request a report number for agencies receiving COQ equipment	Closed	09/28/21			Consesus				
102	08/10/21	CAD	Update Skill list	Add Drone to the Skill list	Closed	09/28/21	Consensus						
103	09/07/21	CAD	CAD/Vesta Standardization	Adjust one of the systems to search for intersections using the same syntax	Pending -Research		Consensus						
104	11/02/21	CAD	Add event code	Add Event code for 3Si	Closed	11/19/21	Consensus						
105	11/16/21	CAD	Add a layer to the map	Create a layer for Divison 10 in the CAD map	Closed	09/13/22	Consensus						
106	11/29/21	CAD	in-custody time stamp	Program CAD to include the time stamp in the list of times	Closed	03/15/22	Consensus						
107	11/29/21	FSA	Add new agency to CAD	Create a new agency in CAD for mabas division 12	Closed				Consensus				
108	01/18/22	CAD	ANI/ALI dump work flow	Change the programming so that the keyboard can be used after ANI/ALI dump	Pending Research								
109	02/02/22	CAD	Timer for Delayed call	Want to have a timer for Trbl alarms to delay dispatch 10 minutes	Closed	03/15/22	Consensus						
110	5/2/2022	Tech	Options for Tones	Explore audio setting options for tones on the fire channels	In Process/Testing			Consensus					
111	7/30/2022	Tech	Purvis Proposal	Review Purvis Proposal	Closed			Impasse				Impasse	
112	10/3/2022	CAD	LPR Event	New CAD Event for License plate reader	Closed	15-Nov-22							
113	10/3/2022	CAD	Shot Stab event type	separate out the shot fired and gunshot into two type codes	Pending Research		Impasse		Impasse				
114	1/13/2022	Tech	Open USB ports	Request to open USP ports to the Bridge	Closed	9-Jan-23		Consensus					
115	1/10/2023	CAD	Train Cleared	Request to add commands to menus and boards	Closed	28-Mar-23	Consensus						
116	1/10/2023	FSA	Emergency Button Mobile	Request to change the functionality of the emergency button	Closed	12-Jan-23			Consensus				
117	3/22/2023	FSA	UE Delta Programming	Remove MAF units from CADView	Closed	4-May-23			Consensus				
118	3/22/2023	FSA	Strobe light timing	Up the time out for the strobe units to 2 minutes	Closed	4-May-23			Consensus				
119	3/22/2023	FSA	Recall dispatch	Add a Recall dispatch button to MPS	Closed	18-May-23			Consensus				
120	3/22/2023	FSA	Resync Units and Events	Add a resync button to MPS	Closed	18-May-23			Consensus				
121	8/16/2023	Tech	Shared Drives	Shared drive in the DMZ to reduce Cybersecurity	Closed	5-Sep-23		Consensus					
122	8/18/2023	TECH	Shared Subnet	Allow traffic point to point for printers for cybersecuirty	Closed	5-Sep-23							
123	8/21/2023	CAD	Task Force Units	Create Monitors for the Task force group	Closed	7-Nov-23	Consensus						
124	10/3/2023	CAD	New Event code request	new or modified event type for Car vs Building	Closed	26-Mar-24	Consensus						
125	11/9/2023	CAD	Priority integration	Integrate Priority Aqua program with Eventide	Closed	26-Mar-24	Consensus						
126	2/20/2024	CAD	New Event code request	New event type for Electric Vehicle fire	Closed		Consensus						
127	5/23/2024	CAD	MFA Command Central Aware	Decision to add MFA to Command Central Aware Website	New		Pending						
128	7/11/2024	Tech	MFA Infrstructure/Applications	Decision to implement MFA within the ETSB 911 system	New		Pending						
129	7/30/2024	CAD	Adjust incident types for Alarms	Alarm companies are beginning to use numbers to define alarm types. There is a request to add those types in CAD	New		Pending						
130	8/9/2024	CAD	Add Macros	Add macros that are currently deployed for 10 and 12 for division 16	Closed	27-Aug-24	Consensus						

Rave Smart911 Monthly Enrollment

Zip Code	Web Enrollments	App Enrollments	Total Enrollments
60101	3	1	4
60103	1	0	1
60105	0	0	0
60106	3	0	3
60108	2	0	2
60117	0	0	0
60126	8	2	10
60128	0	0	0
60132	0	0	0
60133	2	0	2
60137	2	1	3
60138	0	0	0
60139	1	0	1
60143	0	0	0
60148	7	0	7
60157	0	0	0
60172	2	0	2
60181	2	0	2
60185	5	0	5
60186	0	0	0
60187	5	0	5
60188	3	0	3
60189	1	0	1
60190	1	0	1
60191	4	0	4
60197	0	0	0
60199	0	0	0
60399	0	0	0
60514	3	0	3
60515	3	0	3
60516	1	1	2
60517	2	0	2
60521	4	0	4
60522	0	0	0
60523	2	0	2
60525	32	3	35
60527	0	0	0
60532	5	0	5
60540	5	0	5
60555	7	0	7
60559	1	1	2
60561	0	3	3
60563	7	0	7
60564	1	0	1
60565	2	1	3
60570	0	0	0

Total Web Enrollments 127
Total App Enrollments 13
Total Enrollments 140
Total Zip Codes 32

From **8/1/2024 0:00**
To **8/31/2024 23:59**

Motorola Monthly Incident Report

September 2024

Incident Number	Site	Service Type Text	Status Text	State Reason	Ticket Open Date	Ticket Resolved Date	Priority Text	Resolution	Description
INC0001228967	Addison Consolidated Dispatch Center	incident	Closed	Completed	9/9/2024 11:32:43 AM	9/14/2024 5:00:04 PM	P3	Made replacement cable	Need to replace a cable for speaker to the VPM
INC0001276986	Addison Consolidated Dispatch Center	incident	Resolved	Completed	9/18/2024 12:19:50 PM		P3	Installed elite dispatch 24.7.4 on ops 10,12,17 & 20. Customer to monitor. Closing ticket.	Op 20 while talking on phone, radio traffic is being diverted into the calltakers ear as opposed to the select speaker
INC0001288385	Addison Consolidated Dispatch Center	incident	Resolved	Completed	9/20/2024 3:34:28 PM		P3	Installed elite dispatch 24.7.4 on op10 successfully, customer to monitor if resolves issue.	At position 10 while talking on the phone radio select audio is not coming out of speakers but it TC headset on both audio jacks.

INFORMATION TECHNOLOGY

630-407-5000
Fax: 630-407-5001
it@dupageco.org

www.dupageco.org/it

TO: PRMS Oversight Committee and ETS Board

FROM: Don Ehrenhaft, PRMS Manager

DATE: September 25, 2024

RE: DuJIS RMS Monthly Update

Accomplishments:

- OCR 10.0/MFR project planning is ongoing.
  - Installation of OnCall Records 10.0 in test environment is underway.
  - Preliminary training material has been made available to agency workgroups.
- Collaborated with Clerk of Circuit Court to advance project to update IUCS interface.
- Secured approval of budget with less than 4% annual growth and minimal impact to members despite Agency exit.

Action Items:

- RMS RFP Process
  - Establish initial phase meetings.
  - Form user groups.
- NetRMS/CJIS
  - Move legacy system off of aging hardware to dedicated server
- RMS Usability
  - Assume responsibility for user management
    - Reduces the burden on agency personnel, simplifying the process of adding or changing employees.
    - Necessary to avoid operational issues associated with inconsistent user management.
    - Streamlines billing process and prevents overcharging.

RSA – Customer Support Collaboration:

- Maintained weekly I/CAD case review call, standing call at 9:00 am on Thursdays.
- Maintained RMS weekly status review call, standing call at 1:00 pm on Thursday.
- Maintained bi-weekly OCR10.0/MFR project management meeting with Hexagon project manager.
- Requested support push from Hexagon support team.

Next Month's Actions Items:

- Continue planning phase of MFR/OCR 10.0 project.
- Begin Staging Phase of MFR/OCR 10.0 project.
- Continue to work with Data Sheet Refresh subcommittee.
- Overhaul of system support model to improve speed of incident response and strengthen prevention efforts.

September Monthly Report

Customer Name	DuPage County, IL	**Alias**	DUPG2.00.11
Customer PM	Linda Zerwin/Mike Galvin	**Hexagon Sales**	TJ MCGEE
Hexagon Support Manager	Tony Capasso	**Project / Delivery Name**	DuPage ETSB
New Change Requests	**None**	**Reporting Period End**	**September 30, 2024**

Support Overview

Open Tickets		SRs		CRDs		CREs	
On target	☑	P2	0	P2	0	P2	2
Below target	☐	P3	24	P3	6	P3	6
Above target	☐	P4	1	P4	0	P4	0

RED	One or more of the following remain unhandled: significant risks and/or issues; behind schedule by >10%
YELLOW	There is a plan in place to rectify one or more of the following: significant risks and/or issues; behind schedule <=10%
GREEN	No significant risks or issues

Support Performance - Period ending September 30, 2024

GREEN	Continue to have weekly CAD SR Review call with Dupage and Hexagon CAD team. Communication remains high and both sides stay engaged. RSAs from Hexagon are continuing to provide value added performance and operating hand in hand with Customer Support.

Support Activities

Objectives Completed This Period

1. Weekly meetings were held. No Onsite meetings were held this month.
2. **8** support tickets were resolved in the month of September 2024. (This does include some cases where licensing was requested)
3. CAD Upgrade complete. We will work with RSA to confirm that previous defects have been resolved with the new version.

Objectives NOT Completed This Period - Mitigation tasks to align schedule are provided in the Notes Section with the coresponding #

Objectives for Next Period Remaining Project Items (All Numbers are utilizing the DuPage Schedule DUPG2 Schedule)

1. Focus and continued resolution on existing support SRs.

Change Orders	Date	Status	Description

Notes From Above Activites:

	RSA Weekly Status Report: RMS/CAD	HEXAGON

Date / Report / Author:	**09/27/2024 RSA Weekly Status Report - Steve Burrell, RSA**
Stakeholders for Distribution:	**DuPage:** Don Ehrenhaft, Dave Jordan, Anthony McPhearson, Matthew.Theusch, Gregg Taormina, Linda Zerwin **Hexagon:** Stephen Starnowsky, Patrick Mellin, Ben VanHorne, Tammy Heaton, Anthony Capasso, Wendy Mann

Topic	Status Summary	Assignment / Escalation	Status
	Closed Cases (03)		
00317276	**AddressServerPool crashing on FBR Servers**	**RSA / Support**	**Closed**
00255761	**Error in Master Vehicle Search under Global View**	**RSA / Support**	**Closed**
00358928	**RMS Reports module not working**	**RSA / Support**	**Closed**
High Priority Items			

Summary of Additional Work Performed This Week			
	Worked on open tickets and sent out follow up emails.	RSA	
00332505	**I/Netviewer Search not Working for custom range.**	RSA / Support	In-Process
LEADS 3.0 Interface	**LEADS 3.0 Interface** In Testing	RSA / Hexagon / DuPage	Waiting on Customer
00006232	**Canceled BOLOS show up in informer returns**	Support / RSA	In-Progress
00304033	**Informer display and printing (fingerprint response)** Possible solution in place.	RSA / Support	Waiting on Customer
	SecureLink VM entry and access for OCR implementations team.	RSA	In-Process
00360278	**Shared Crew units not going out of service when E31 marked AV**	RSA	In-Process
00360275	**DISPATCHER not assigning CREW on Dispatch question.**	RSA	In-Process
	NIBRS 2407 install on TEST	RSA	In-Process
	NIBRS 2407 Prep on PROD system for install on OCT 03	RSA	In-Process

Environment Versions & Discrepancies:

This section highlights program versions and any differences between the environments

Production	Test
FBR: 3.7.2012.6 (build date: 05/18/2021)	**FBR**: 3.7.2012.6 (build date: 05/18/2021)
SSRS: n/a	**SSRS** 2017 (using 2103 rdl)
OCA: 2212 *(newest available ver. is 2309)*	**OCA**: n/a
OCR: 3.7.2104 *(newest ver. is 2310)*	**OCR**: 3.7.2104 *(newest ver. is 2310)* *Refresh 08/02/24*
NIBRS: 2.3.2404	**NIBRS**: 2.3.2404
Address Server: 2.7.2004.02	Address Server: 2.7.2004.02
IFCADRMSLINK: 9.4.0.50297 (H1_2020)	**IFCADRMSLINK**: 9.4.0.50297 (H1_2020)
CAD: 9.4.0.63255 (2023 H2)	**CAD:** 9.4.0.63255 (2023 H2)

Action Items

The following section is to cover all items that are ongoing outside of SR work to track to completion. This includes tasks for the RSA as well as the agency.

Project	*Summary*	*Owner*	*Status*	*Next Steps*
BEAST Interface for OCR 10	**Discussions ref BEAST Interface for OCR 10.**	RSA / DuPage	Waiting on Customer	DuPage is having internal discussions regarding this and will inform us when they have arrived at a decision.

Open P2 Items – *This section provides an update on P2 items.*

SR Number	Summary	Product	Status	Substatus	Target Resolution Date	Work Around?

Current Open SR list for discussion:

This section is just a copy/paste from a SR list with the following fields as shown for items actively being worked by the onsite RSA (Assigned, In Process, Customer Update, GPC-Escalated). Note: This is not all SR's, just the ones currently being worked by the onsite RSA
(Sorted by SR Number)

SR Number	Priority	Summary	Product	Status	Substatus/Next Steps
00005926 *(OnCall Records)*	P3	**WebRMS returns no longer have linkable fields**	MPS	Assigned	**09/28/2023** - On hold until LEADS 3.0 interface is in place.
00006232 *(OnCall Records)*	P3	**Cancelled BOLOS show up in Informer returns**	Informer	Assigned	**08/01/2024** – To be reviewed by Development.
00006235 *(OnCall Records)*	P3	**Violation field in MPS informer WebRMS return does not show violation.**	Informer	Assigned	**09/28/2023** - On hold until LEADS 3.0 interface is in place.
00006934 *(OnCall Records)*	P3	**Cross Agency Approving Supervisor Missing from all Merit Agency FBR Reports**	FBR	Escalated	CR has been filed. CR# 321488
00006935 *(OnCall Records)* ***AZDO 509323***	P3	**Reporting Officer not importing into Supplement Record.** **RC-A:** Software bug. FBR not pulling data from needed customer field.	FBR	RSA / Support	**12/06/2023 - UPDATED CASE PROBLEM.** When viewing an Incident supplement, the Reporting Officer name field value is not displayed. However, if you go back to the search results, the Reporting Officer name is displayed. The Reporting Officer name value is not able to be used as a search value. The incident supplement blank value is not included in search results.

		Pending Development resolution.			The Officer name is being conveyed from FBR to OCR. OCR is not displaying it correctly.
00089873 *(Informer)*	P3	**Informer Does Not run VIN Correctly**	I/Dispatcher	GPC	**07/14/2023** – On hold until LEADS 3.0 interface is available. **09/28/2023** - On hold until LEADS 3.0 interface is in place.
00097922 *(Informer)*	P3	**When running (LEADS) a subject by NAME / DOB AND RACE, the DOB is not transmitted to the state LEADS system**	Informer	RSA / Support	**07/14/2023** – On hold until LEADS 3.0 interface is available
00181662	P3	**Can a Drivers license field be added to the supplemental information page?**	I/Netviewer	RSA	**11/06/2023** - Customer would like the field added so dispatchers can see the information. I will speak with DuPage to clarify exactly what they are looking for in terms on functionality. **02/09/2024** - Escalated to GTC.
00223623	P3	**IUCR Interface and Local Ordinance updates**	OCR / XALT	RSA/Support	**08/30/2024 -** Teams working session today with Derek Smith & DuPage. Discussed more details ref the Clerks interface and translation / matching fileds from the Clerk's XML to OCR and other interfaces such as LEADER. Clerk's Office to do some work on their end ref the data output. Next meeting is scheduled for 1 week on SEPT 3.
00230097	P3	**Error Accessing 1 Offender's Bookings**	OCR	RSA	**07/08/2024** – Also seeing 1 other name with same issue. Occurring at same agency
00225761	P3	**Error in Master Vehicle Search - Global View**	OCR	RSA	**08/29/2024** - Escalated to GTC
00273810	P3	**IUCS - Leader interface -** citations coming from IUCS are feeding into OCR with the incorrect statute.	LEADER	RSA / Support	**06/06/2024 -m** The ClerkCMSViolationKey, which is not being sent, needs to match statute_code.regional_code which comes from IUCS to OCR via the Statute Code Import interface. We cannot fix this in the interface, DuPage needs to get IUCS and the statute code table back in sync. It is out of sync due to a customer requested NIBRS configuration. **08/30/2024 -** Teams working session today with Derek Smith & DuPage. Discussed more details ref the Clerks interface and translation / matching fileds from the Clerk's XML to OCR and other interfaces

					such as LEADER. Clerk's Office to do some work on their end ref the data output. Next meeting is scheduled for 1 week on SEPT 3.
00300446	P3	**OCR "Forgot Password" link -not working**	OCR	RSA	**08/28/2024 -** Reproduced steps & atached PDF doc. The token portion of PasswordReset URL not working. See pdf (00300446 steps to reproduce.pdf) for details and screenshots of all steps. Escalated to GTC. Filed as a defect - 758576.
00304033	P3	**Informer display and printing (fingerprint response)**	Informer	RSA / Support	**08/29/2024 –** DuPage deployed file to 2 or3 workstations. Waiting for feedback.
00321237	P3	**Booking Cleanup Needed from previous EdgeFrontier issue in April 2023**	OCR	RSA	**08/07/2024 –** Reviewing information
00331421	P3	**BI Direct: Event register and Incident Recall (from DUCOMM folder) reports not working**	SAP CAD-BI	Support	**08/22/2024 –** Support S.M.E. working on a resolution. **08/30/2024** – Unable to as SAP for support on this issue due to the fact it is a very old legacy product. Acct Mgr is finalizing information related to upgrading to OnCall Analytics Advantage for Dispatch.
00332505 AZDO 756324	P2	**I/Netviewer Search not Working for custom range.**	I/Netviewer	RSA / Support	**08/22/2024 –** information & logs gathered and reviewed. Reproduced on COTS version. AZDO bug filed: 756324 **09/24/2024 –** Patch available and obtained. Currently trying to find an implementer to do the install due to all the customizations.
00336368	P3	**CodeSync invalid token issues – FBR Servers**	FBR	RSA/Support	**08/26/2024** – FBR CodeSync logs uploaded to support.
00343130	P3	**F12 key will not create ticket when curser is in the notes field**	I/Dispatcher	RSA/Support	**09/05/2024** – Support unable to reproduce. Need workflow from customer.
00358937	P4	**Automatic NIBRS reporting**	NIBRS	RSA	**09/27/2024** – Will discuss with NIBRS product team for possible product enhancement.
00360238	P3	**Messaging Error in Mobile Responder**	MR	RSA	**09/24/2024** – reviewing information

00306275	P3	**DISPATCHER not assigning CREW on Dispatch question.**	I/Dispatcher	RSA	**09/25/2024** – Need CAD team to reproduce and collect logs along with details on how the station crews are configured for the involved units.
00360278	P3	**Shared Crew units not going out of service when E31 marked AV**	I/Dispatcher	RSA	**09/26/2024** – reviewing information.
00365627	P3	**Update email account for OCR notifications**	RMS	RSA	**09/30/2024** - Reviewing information and why the searchExportLimit was set to 5000. Previously set to 900 (max allowable)
00336360	P3	**Units on Event monitor adding custom field**	I/Dispatcher	RSA	**10/01/2024** – Reviewing information.

Wellness items for discussion:

This section is just a copy/paste from a SR list with the following fields as shown for just OnCall Records products for items in the wellness worksheet

Title	*Priority*	*SR Number*	*Summary*	*Product*	*State*	*Status/Next Steps*

No Items at this time.

Client Requests for System Modifications for discussion:

This section is to capture client requests for system changes that are not part of a standard upgrade.

Worksheet#	SR Number	Priority	Summary	Product	Status	SubStatus	CR #
Planning Review Pending	1-6091909121	3-Med	Ability to Link a BOLO to a Field Interview (OCR)	HxGN ONCALL RECORDS	CR - Enhancement	CR – Filed	

MOTOROLA SOLUTIONS

STARCOM21

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TO: Linda Zerwin, ETSB Executive Director
FROM: Andy Saucedo, Motorola System Manager
DATE: October 1, 2024
SUBJECT: STARCOM21 DEDIRS Monthly Report

Projects:

DEDIR System Radio Replacement

- APXNext Police: Original order deployed with ADP encryption. ADP to AES encryption plan pending.

- APXNext New Hire Police: Change order complete and radios received. Open orders to be filled including cache radios and DU-COMM.

- APX8500: Reports of Starcom to VHF radio reception issues. It may be due to vehicle antenna placement or radio receiver sensitivity settings. Field test conducted at Westmont 2/13/24. All findings were provided to Motorola engineering. Last case status update 2/26/24, Engineering has completed the Customer Summary Report. Report was provided to ETSB on May 1.
- Alternate options to the APX8500 are being considered.

- APX6500 mobiles have been received and have been staged for demo to Fire Focus. Additional APX6500 mobiles have been configured for install into an Addison Fire vehicle.

- APXNext XN Fire: Fire Focus presented XN issues to NFPA for TIA process. Fire radio configuration templates need IGA finalization with outside agency. Motorola Product Group released 2024.1 Base Line Firmware on 5/13/24. Testing of the XN Demo radios was completed the week of June 17, 2024.

- APX 4000: A firmware update was released, and a schedule was developed in Monday.com to update the APXNext radios. Emergency activation configuration change has been applied to 15 agencies/73 radios have been programmed. There are 6 agencies/24 radios that remain to be programmed. At the time of this report, 23 out of 32 agencies have had the firmware updated to the latest version. Sheriff's Office radios have been completed. This process takes longer to complete because it requires the radio to be physically touched by the Motorola System Manager.

Programming – Projects

Code plug updates: There were none at this time.

Code Plug Creation: APX6500 code plugs created for Fire Focus demo use.

Consolidations: There were none at this time.

Radio Alignment: There were none at this time.

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Service Tickets

	Year to Date		Past Month					
			Totals		Categories of Tickets			
Category	Opened	Closed	Total	Closed	Consumable replaced	Alias or Configuration	Sent to Depot	Other
APX 7000XE	71	53	3	3	3	0	0	0
APX Next (police)	105	78	15	14	2	9	3	1
APX NextXN (fire)								
APX 8500 (mobiles)	28	27	1	1	0	0	0	1
APX4000	8	3	0	0	0	0	0	0
Total	228	174	21	20	5	9	4	2

STARCOM21 Scheduled Maintenance:

System Patches:

The Starcom21 team and Motorola RSUS team applied security update patches to the Starcom21 system core in all Zones. The Patching efforts were done by the RSUS team on 9/11 and 9/12. These patches caused an impact to the system in all Zones would have caused RF Site to enter to site trunking and Dispatch Sites to get Red X's on resources.

Thursday, 9/12/24
8:45 am- Site Trunking Event (~5 Minute Event)
Red X's on Consoles for 5 Minutes as well
2:45 pm - Site Trunking Event (~5 Minute Event)
Red X's on Consoles for 5 Minutes as well

IL_STARCOM Monthly Application of Windows Motopatch 2024.08 – Patching 9/13/24 Monthly MOTOPATCH for Windows process was performed on applicable clients in your ASTRO System.

Notification of planned maintenance to be performed affecting the STARCOM21 system. Worked performed was annual preventative maintenance. Site affected SZ01401-MSO Downers Grove - Starcom Zone 1. Work performed on 09-16 08:00:00 AM to 05:00:00 PM.

Notification of planned maintenance to be performed affecting the STARCOM21 system. Worked performed was annual preventative maintenance. Site affected SZ0140101 DuPage Lisle Prime - DuPage County. Work performed on 09-23 08:00:00 AM to 05:00:00 PM.

Command Central Patches:

There were none this reporting period

SmartConnect Patches:
[Scheduled Maintenance] SmartConnect (United States)
The scheduled maintenance has been completed.
Start: 9/Sep/2024 @ 3:30 AM CDT (GMT -5)
End: 9/Sep/2024 @ 9:30 AM CDT (GMT -5)

[Scheduled Maintenance] SmartConnect (United States)
The scheduled maintenance has been completed.
Start: 16/Sep/2024 @ 3:30 AM CDT (GMT -5)
End: 16/Sep/2024 @ 9:30 AM CDT (GMT -5)

[Scheduled Maintenance] SmartConnect (United States)
The scheduled maintenance has been completed.
Start: 19/Sep/2024 @ 3:30 AM CDT (UTC-5)
End: 19/Sep/2024 @ 9:30 AM CDT (UTC-5)

[Scheduled Maintenance] SmartConnect (United States)
The scheduled maintenance has been completed.
Start: 23/Sep/2024 @ 1:00 AM CDT (GMT -5)
End: 23/Sep/2024 @ 9:30 AM CDT (GMT -5)

[Scheduled Maintenance] SmartConnect (United States)
The scheduled maintenance has been completed.
Start: 24/Sep/2024 @ 1:00 AM CDT (GMT -5)
End: 24/Sep/2024 @ 9:30 AM CDT (GMT -5)

Radio Central Patches:
RadioCentral underwent a planned maintenance September 28, 2024 from 3 AM - 10 AM ET

Radio Management CPS Patches:
There were none last month.

Releases:
APX Portables and Mobiles (APX 4000 and APX 8500) Firmware Devices R33.40.00 2024.1 CPS R33.00.01 is a maintenance release and was available 8/22/24. It included new product and features. No defect repairs included. Minor updates and application are optional.

STARCOM21 Unscheduled System Outages:
CommandCentral Aware and SmartLocate Service Degradation
Users experienced performance degradation with the Unit Management feature in CommandCentral Aware and SmartLocate. This incident has been resolved. CommandCentral Aware and SmartLocate users can now access the Unit Management feature. Posted Sep 10, 2024 - 16:07 CDT

Investigating issues with SmartConnect. Users may face difficulties with accessing the SmartConnect application. This incident has been resolved. Posted Sep 12, 2024 - 08:34 CDT

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Notification of planned maintenance performed affecting the STARCOM21 system. Work performed was remove an existing malfunctioning MW antenna and install a new one. Sites affected SZ01401D47 and SZ01401D48 DU PAGE COUNTY ETSB. Aviat will be used Stiemel Tower company to swap out a malfunctioning microwave antenna located on the Lisle tower pointing towards the Wheaton Tower. 09-03-2024 09:00 to 09-04-2024 17:00.

Meetings:

None for this reporting period.

Training

None for this reporting period.

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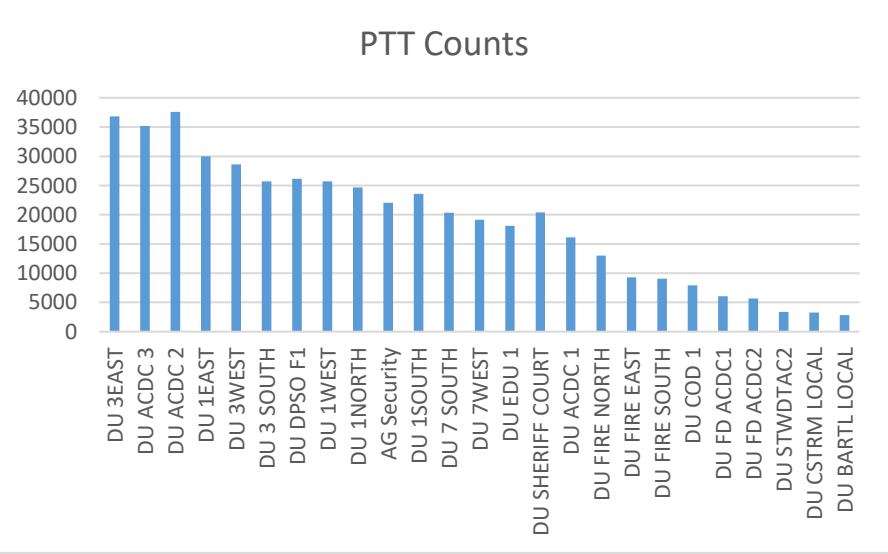
STARCOM21

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Grade of service report:

August 2024 Starcom21 GoS Report												
	GoS Calculations					PTT and Busy Data						
Hour	GoS	Utilization	Erlangs	Excess Erlangs	Days of Data	Total PTTs	Total Talk Time (sec)	Average Talk Time (sec)	Total Busy	Total Busy Time (sec)	Average Busy Time (sec)
0:00:00	0.00	24.06	4.09	6.31	31.00	2986.29	14725.32	4.93	0.00	0.00	0.00
1:00:00	0.00	20.42	3.47	6.93	31.00	2534.68	12495.29	4.93	0.00	0.00	0.00
2:00:00	0.00	16.73	2.84	7.56	31.00	2018.65	10239.97	5.07	0.00	0.00	0.00
3:00:00	0.00	14.27	2.43	7.97	31.00	1705.55	8736.10	5.12	0.00	0.00	0.00
4:00:00	0.00	13.72	2.33	8.07	31.00	1622.39	8395.00	5.17	0.00	0.00	0.00
5:00:00	0.00	14.48	2.46	7.94	31.00	1666.90	8863.26	5.32	0.00	0.00	0.00
6:00:00	0.00	16.08	2.73	7.67	31.00	1942.90	9842.52	5.07	0.00	0.00	0.00
7:00:00	0.00	23.88	4.06	6.34	31.00	2912.71	14613.58	5.02	0.00	0.00	0.00
8:00:00	0.00	31.10	5.29	5.11	31.00	3827.97	19034.61	4.97	0.13	1.87	14.50
9:00:00	0.00	34.93	5.94	4.46	31.00	4299.90	21376.65	4.97	0.03	2.13	66.00
10:00:00	0.01	36.36	6.18	4.22	31.00	4437.87	22253.94	5.01	0.26	2.06	8.00
11:00:00	0.00	35.52	6.04	4.36	31.00	4322.58	21739.45	5.03	0.03	1.32	41.00
12:00:00	0.00	35.09	5.97	4.43	31.00	4307.00	21474.42	4.99	0.00	0.00	0.00
13:00:00	0.01	38.58	6.56	3.84	31.00	4646.87	23611.74	5.08	0.58	16.32	28.11
14:00:00	0.00	37.40	6.36	4.04	31.00	4627.97	22888.19	4.95	0.16	2.68	16.60
15:00:00	0.00	36.47	6.20	4.20	31.00	4544.42	22321.19	4.91	0.06	2.26	35.00
16:00:00	0.00	36.96	6.28	4.12	31.00	4601.19	22617.16	4.92	0.03	1.29	40.00
17:00:00	0.00	35.46	6.03	4.37	31.00	4426.52	21699.35	4.90	0.10	3.87	40.00
18:00:00	0.00	34.39	5.85	4.55	31.00	4295.23	21047.10	4.90	0.00	0.00	0.00
19:00:00	0.00	34.06	5.79	4.61	31.00	4280.58	20846.19	4.87	0.16	1.87	11.60
20:00:00	0.00	34.81	5.92	4.48	31.00	4391.84	21304.58	4.85	0.00	0.00	0.00
21:00:00	0.00	32.37	5.50	4.90	31.00	4124.06	19807.52	4.80	0.03	4.23	131.00
22:00:00	0.00	30.09	5.12	5.28	31.00	3840.84	18415.65	4.79	0.00	0.00	0.00
23:00:00	0.00	27.67	4.70	5.70	31.00	3479.13	16934.81	4.87	0.00	0.00	0.00

Group Alias	PTT Count
DU 3EAST	36803
DU ACDC 3	35191
DU ACDC 2	37593
DU 1EAST	29981
DU 3WEST	28601
DU 3 SOUTH	25739
DU DPSO F1	26140
DU 1WEST	25706
DU 1NORTH	24698
AG Security	22031
DU 1SOUTH	23600
DU 7 SOUTH	20355
DU 7WEST	19157
DU EDU 1	18114
DU SHERIFF COURT	20400
DU ACDC 1	16118
DU FIRE NORTH	13013
DU FIRE EAST	9309
DU FIRE SOUTH	9075
DU COD 1	7949
DU FD ACDC1	6062
DU FD ACDC2	5667
DU STWDTAC2	3395
DU CSTRM LOCAL	3298
DU BARTL LOCAL	2844



421 N. COUNTY FARM ROAD
WHEATON, IL 60187
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File #: 24-2209 **Agenda Date:** 10/9/2024 **Agenda #:** 6.A.2.

Submitted for your consideration is the DuPage ETSB monthly report for activity August 1 through August 31. This report highlights the activities of the DuPage ETSB by ETSB and PSAP staff, work groups, committees, and consultants.

Congratulations on a Job Well Done!

Wall of Life – Baby Girl Congratulations to DU-COMM **Telecommunicator Jasmine Wilson** who on June 4, 2024, took a call from a man advising that his 33-year-old wife was going into labor. You performed case entry perfectly and remained calm throughout the call. You submitted the call within one minute and the head of the baby could be seen within 90 seconds of the call. **Telecommunicator Jasmine Wilson** was able to successfully redirect the caller when needed, used repetitive persistence, and continued to make sure the caller understood your instructions. When the patient didn't want to push, **Telecommunicator Jasmine Wilson** encouraged her and acknowledged her fear. The baby came out 5 minutes into the call and could be heard crying. **Telecommunicator Jasmine Wilson** quickly moved to instructions to help the baby girl post-delivery and correctly switched your instructions to address the patient as her husband went to get the door.

Wall of Life – Chain of Life – CPR Congratulations to DU-COMM **Telecommunicator Robert Beuse** who on May 15, 2024, you took a call from a female advising that an elderly female was choking on food and was on the floor. You submitted this call within a minute and did the initial dispatch. You quickly identified it was a full obstruction choking, as the patient was not awake and not breathing and moved into instructions for chest compressions. **Telecommunicator Robert Beuse** remained calm throughout the call and followed EMD Protocol correctly. The chest compressions dislodged the food, and the patient was able to begin breathing again. **Telecommunicator Robert Beuse** was part of the "Chain of Survival" of the patient by performing CPR instructions in a timely manner until paramedics took over medical care. This patient ultimately survived due to the continual course of care provided by **Telecommunicator Robert Beuse**, the medics, and lastly by the doctors and hospital.

Thank you for your service – Good news and Bad news. The ETS Boards extends a thank you and farewell to **Member Michael Guttman**, DU-COMM Representative. We appreciate his service and his contributions and are sad to see him leave but the ETS Board is happy to welcome **Director Jessica Robb** as his replacement. A proclamation will be presented at the meeting for Member Guttman's service.

ADMINISTRATION AND FINANCIAL

911 Services Advisory Board (SAB) and 911 Legislation:
August 19, 2024 - cancelled
September 16, 2024
October 28, 2024
November 18, 2024
December 16, 2024

Budget:
There will be a budget review at the regular ETSB September meeting in preparation for budget approval of the FY25 budget.

RESOLUTIONS

Milestone Payments:
PURVIS Purchase Order 918126/3187-1
On the agenda this month are Milestones 56 and 59, in the amounts of $5,960.00 and $2,785.00, respectively, for approval per Policy 911-007: Approval of Milestones for ETSB Contracts. These are the final milestones in the Hanover Park new station project. The final installation was approved by Hanover Park Fire Department on August 22, 2024, after the station officially opened on August 21, 2024. The invoices will be on the October Bills List for payment.

Budget Transfers:
Requested transfer of funds for FY24 from 4000-5820-53828 (Contingencies) to 4000-5820-53040 (Interpreter Services) for payment and accounting of contractual obligations associated with the Cyracom/Voiance language translation PO 6848-1.
Total amount of requested transfer: $8,000.00.

Requested transfer of funds for FY23 from 4000-5820-54199 (Capital Contingencies) to 4000-5820-54110 (Capital Equipment & Machinery) and 54107 (Capital Software) for the second of six annual financing payments on Motorola PO 922031/6149-1 for the console, microwave, and logger project. The second payment will be coming due in November 2024.
Total amount of requested transfer: $1,167,645.00.

PROCUREMENT/MAJOR CONTRACTS

Open Purchase Order Utilization

Purchase Order	Total	Year to Date	Remaining Balance
FY24 CDW-G	$ 25,000.00	$ 3,806.15	$ 21,193.85
FY24 Dell	$ 30,000.00	$ 8,488.84	$ 21,511.16
FY24 Motorola	$ 50,000.00	$ 27,267.26	$ 22,732.74

Motorola: Purchase Order 924016
Recommendation for approval of Purchase Order 924016 to Motorola Solutions, Inc. for a Digital Fixed Station Interface (DFSI) solution to provide data to the PSAP radio consoles for the backup radio systems. DFSI is a system to provide the same functionality on the 800-backup system that each PSAP maintains that is available on the Starcom system. The proposal contains a one (1) year warranty and five (5) years of SUAII maintenance. It is the recommendation of the Ad Hoc Finance Committee to move this forward in FY24. Total Capital: $90,292, Total Maintenance (5 yrs): $19,785
Total amount of request: $110,077.00.

RapidSOS, Inc.: Purchase Order 924024
This is a request from the PSAPs to upgrade the current portal to the Premium version. RapidSOS is an existing software that both PSAP locations utilize daily. The Premium version allows for real-time location and situational awareness that enhances the first responders and telecommunicators. The initial term is for one (1) year and the subscription will automatically renew for four (4) twelve-month

periods unless written notification of cancellation is provided at least 90 days prior to the expiration of the current term. Each term will renew at the same cost as the initial term.
Total amount of $392,535.60.

PURVIS Systems Incorporated: Purchase Order 924025
Recommendation for approval of Purchase Order 924025 to PURVIS Systems Incorporated for a renewal of maintenance on the Fire Station Alerting (FSA) equipment utilized in the 9-1-1 System. The maintenance period will run from October 1 0, 2024 through October 9, 2026. Participating agencies with optional equipment installed in their stations will reimburse ETSB in the amount of $32,095.00. The ETSB amount for core equipment is $392,635.00.
Total amount of $424,730.00.

Insight Public Sector, Inc.: Purchase Order 924032
This is a request for a maintenance renewal of the licensing on the virtual environment (VMWare) servers and the alignment of maintenance for the stand-alone servers for a period from October 13, 2024 through October 16, 2025. This renewal is being made through the OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES (#23-6692-03) contract.
Total amount of $14,145.44.

Insight Public Sector, Inc.: Purchase Order 924033
This request is for a renewal of SolarWinds products utilized to enhance the network monitoring capabilities of the network and allow for the monitoring of hardware. The SolarWinds Network Performance Monitor license provides the ability to monitor hardware components for troubleshooting and advanced alerting. Security Event Monitoring is a software that is currently being use for CAD, Absolute Secure (formerly NetMotion) and other ETSB 9-1-1 systems to notify IT staff of various security related issues (unauthorized logins attempts, AD objects creation/modifications, suspicious traffic activity, etc.). This software works in conjunction with Network Performance Monitor and allow preventative action to be taken before a system failure. This is a continuation of maintenance for a period running from October 13, 2024 through October 13, 2025. This renewal is being made through the OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES (#23-6692-03) contract.
Total amount of $7,683.34.

Change Orders:
AT&T, Inc.: Purchase Order 922020
DU-COMM's current Director has requested five days of agent CPE training so that all their staff will attend the vendor-led training in addition to the train-the-trainer sessions. The original contract was approved in 2022 when the training was selected. ACDC has not requested any additional training.
Total amount of change order is $12,089.50, for a new contract amount of $6,019,330.09.

Payment of Claims:
On the agenda this month is the Payment of Claims as listed below. The Payment of Claims includes Chairman's authorization letter, Detail listing of obligations vs. budget, and *Bank Account Payment History Report* for Internal and External Payments for FY24.

Bills List FY24
External Payments FY24
Total for Fund 5820 for September 11 meeting: $1,686,742.64

This bills list includes the annual Hexagon maintenance in the amount of $1,480,235.07
CAD amount: $836,198.16; PRMS amount: $617,036.91 to be reimbursed.

Revenue and Expenditures
Revenue**:** Equalization Revenue Reports are on the consent agenda: $1,382,731.50.
The April surcharge was received on August 21 in the amount of $1,365,561.66.

As reported last month, ETSB invoiced Oak Brook PD, Oakbrook Terrace PD, and Wheaton PD for the development of the FUSUS interface and the first year of maintenance. Payments have been received from Oakbrook Terrace and Wheaton in the amount of $14,669.84.

Sale of Assets: On the board last month was a sale of surplus legacy radio assets to the Wyoming Police Department in the amount of $2,500.00.
Total to date: $312,500.00.

9-1-1 CORE SYSTEM MANAGEMENT

Cybersecurity:
Tech Focus is in discussion on cyber security. The ETSB IT Director is in the process of reviewing the current security policies and discussing these policies with the County IT cybersecurity personnel.

State of Illinois ISP/Circuits/NextGen 911 ESInet:
State of Illinois GIS NG 9-1-1: County GIS completed the most recent GIS update on August 27, 2024. Intrado is reviewing the data and will push the updates into the State GIS database once verified.

State of Illinois Text to 911: The PSAPs, ETSB and Intrado staff met to review the training and functionality of text to 9-1-1 in the system. The PSAPs were provided a workbook to create scripted questions that will be added to the system to speed up processing texts to 9-1-1. ETSB and County staff are meeting September 3, 2024, to discuss partnering in a public education campaign for text to 9-1-1, 988 and 211.

NG9-1-1 Grant opportunity CAD to CAD interface: There is no additional information other than what was previously report last month. The State 9-1-1 Administrator has indicated in an email that sufficient funds exist for this grant, and that $6,802.958.37 has been awarded statewide. What costs remain to be funded, from the ETSB perspective, will be determined once the final award notification has been received.

Customer Premise Equipment (CPE):
Hardware/software and NG911 Migration: ACDC and DU-COMM staff participated in Admin training for the ACDC Vesta system. During Admin training, the layouts of the screens, GUI and queues were finalized. DU-COMM and ACDC staff are participating to create the backup layouts at each other's PSAPs and to ensure that system are standardized so that the two PSAPs can provide backup. Agent train-the-trainer sessions are scheduled for the first week of September. The cutover at ACDC is still on track for September 17, 2024.

Training at DU-COMM is scheduled to start in early October and the cutover is still on track for October 22, 2024.

DuJIS CAD:

	Year to Date		Past Month					
			Totals		Categories of Open Tickets			
Category	Opened	Closed	Total	Closed	System Error Tickets	Configuration Tickets	Referred to Hexagon	Open/Waiting on Customer
CAD	380	350	43	39	10	18	2	5
MPS	397	346	49	44	19	20	0	8
Total	777	696	92	83	19	30	2	13

Projects:

Fusus: (Oak Brook PD, Wheaton PD and Oakbrook Terrace PD) The Fusus EdgeFrontier (Xalt) Interface was deployed into production August 18, 2023 for Oak Brook PD.

ETSB has received payment from Oakbrook Terrace Police and Wheaton Police. The Oak Brook Police invoice in the amount of $8,084.92 remains outstanding.

ProQA Upgrade Project: Priority released the .41 training on June 5, 2024. ProQA Medical and Fire versions .50 was made available July 3. PSAPs have been advised and they are currently working on the translation tables. Installation of the .50 update will be scheduled and testing will commence when PSAPs advise they are ready.

Update: The PSAPs have registered their personnel for .41 training and PSAPs will advise ETSB when that training has been completed.

LEADS 3.0 Upgrade: ETSB rolled out LEADS 3.0 test environments to both PSAP training positions for testing. Initial testing results have been provided and is currently being reviewed by ETSB. Based on the initial feedback from testing there do not seem to be any major issues that would prevent the upgrade to completed on the expected go-live of October 31, 2024.

Absolute Secure:

	Year to Date		Past Month					
			Totals		Categories of Open Tickets			
Category	Opened	Closed	Total	Closed	System Error Tickets	Configuration Tickets	Referred to Hexagon	Open/Waiting on Customer
Absolute Secure	83	80	19	17	0	0	0	0

Absolute Secure Access: No system issues reported this past month. Currently there are approximately 900 devices registered.

Comcast Maintenance/Trouble Tickets: No maintenance notifications or tickets opened for the month of August 2024.

Network Tickets: No network issues have been reported for the month of August 2024. Comcast completed the provisioning of redundant connections for the EDI circuits successfully with no impact to the network.

VMware Maintenance: No maintenance was scheduled for the month of September 2024.

Windows Patching: The next patch cycle will be in September 2024.

AQUA: System bug (Ticket 10240) ticket pending waiting for Priority to provide training for new version of AQUA**.** Priority Dispatch has released training for the new version. The software was installed May 21. The training for the PSAPs was available June 18. Once the PSAPs have completed the training, ETSB will roll out the upgrade into the production system to correct this issue.

Update: PSAPs are currently in the process of training.

Fire Station Alerting System (FSAS):

	Year to Date		**Past Month**				
			Categories of Open Tickets				
Category	Opened	Closed	Total	Closed	System Error Tickets	Configuration Tickets	Open/Referred to Purvis
FSA	132	113	28	24	3	0	0

RFP discussion for Fire Station Alerting: The Fire Standardization Focus Group issued a survey regarding the satisfaction of fire users with the existing Purvis Fire Station Alerting system. The survey results have been submitted and are being put together in a presentation for the Fire Standardization Focus Group to review at their next meeting on September 5, 2024.

DU-COMM Fire West / Fire North Project: ETSB and DU-COMM staff completed the move of Glen Ellyn fire from Fire North to Fire East on August 27, 2024. CAD, Purvis and radio toning was tested successfully on all ETSB systems. This was the final step in the migration project.

Geographic Information Systems (GIS):

	Year to Date		**Past Month**							
			Totals			**Categories of Open Tickets**				
Category	Opened	Closed	Total	Closed	Open Tickets	System Error Tickets	Configuration Tickets	Pending Refresh	Pending Closed/ Verification by PSAPS	Open/ Referred to Hexagon
GIS	364	278	40	7	33	0	0	27	0	0

NG911 GIS Mapping for Go-Live: County GIS is ready to push changes starting in September for DuPage County. DuPage GIS put a border data tool in place for other counties to use for NG911 submittal on the HUB for IL NG911 project and is currently working with Cook and Will County to correct the orphaned border overlaps. As a note, all cleanup work is being done on the copy of ETSB GIS data and not within the actual source data.

Update: This project is currently on target to push changes in the month of September 2024.

GIS Projects:

Addison Fire Response Districts Project: ETSB worked to ACDC to re-create the running orders to fit back into all the changes made in a swift manner after the new training CAD setback. No GIS data has been affected and this is now ready to push into production.

Glen Ellyn Volunteer Fire Company Shapefile: This project was pushed to production as planned on August 7, 2024. This project is now completed.

GIS Redistricting Annual Status: ETSB sent out a reminder to all agencies regarding any potential new changes prior to the end of the year for major projects this past month. Several agencies responded that no updates were needed, and one agency sent over updated data.

CPE (VESTA): The Vesta local map cutover for ACDC is planned for September 16, 2024. Data has been submitted to the Vesta map local server with the updates. Currently waiting for the scheduled go live. The DU-COMM planned cutover date is October 22, 2024, ETSB is waiting on the server to be set up and configured so the updated maps can be pushed.

9-1-1 System Memos:

Total Memos	New Memos	Updated Memos	Closed Memos	Open Memos
130	1	0	1	6

New Memos: There was one new memo that was opened and closed within the same reporting period

Closed Memos: There was one closed memo this reporting period
Memo 130: Macros for MABAS división 16. DU-COMM requested duplicating macros for MABAS Division 16 that are already in place for MABAS Division 10 and 12. DU-COMM requested an expedited review to have this configuration in place for the Democratic convention. The CAD Focus Group came to a consensus to make the change, and it was pushed to production in time for the convention. The memo was closed out on August 27, 2024.

Open Memos:
Memo 103: CAD/Vesta Standardization. The CAD Focus Group requested a standardized way to search for locations on the map for both CAD and CPE. Currently this is not an option. Motorola is investigating whether a change can be applied to the new CPE mapping software.

Memo 108: Change ANI/ALI dump workflow in CAD. The CAD Focus Group requested a change to the workflow for the ANI/ALI dump of data from the CPE to CAD. Currently this is not an option. ETSB staff will investigate options in the new CAD software once it is implemented.

Memo 110: Options for Tones in Fire Station Alerting. DU-COMM requested exploring different options for toning in FSA. DU-COMM has successfully completed testing their solution with one note: Static was noticed on Fire West. DU-COMM requested pausing the testing of this solution until the testing on the combination of Fire West and Fire North concludes on April 10, 2024.

Memo 113: Shot/Stab Event Type. ACDC requested investigating creating two separate event types: One for shot and one for stab. This is currently at the Directors' level for review.

Memo 127: MFA in Command Central Aware. The Tech Focus Group is reviewing a request to add multi-factored authentication for Command Central Aware. This is currently being investigated.

Memo 128: MFA Infrastructure implementation. The Tech Focus Group is reviewing the implementation of multi-factored authentication and the impact of operations on other ETSB systems. This is different than memo 127 because Command Central Aware has different security concerns.

Memo 129: Event Subtype adjustment. There was a request to eliminate Residential and Commercial from the PD Alarm subtype and to add subtypes that match a uniform list published by the Alarm Monitoring Association. These options are being discussed with the PSAP operations groups. The next DU-COMM meeting is September 20, 2024.

DuJIS PRMS:
The RMS Manager's monthly memorandum for July has been attached to this report, as well as the Hexagon Service Manager's summary, and the Resident Systems Analyst's (RSA) weekly report(s).

DU PAGE EMERGENCY DISPATCH INTEROPERABLE RADIO SYSTEM (DEDIRS)

Motorola Radio System Manager Report:
This memorandum is located at the end of the monthly report.

DEDIR System:
AXS Consoles: The project timeline for installation of the AXS consoles remains at approximately 22 weeks pending the timeline for encryption roll out for portables and mobiles. This project has dependencies with the encryption project and will be coordinated with that plan.

Encryption: Chief Rivas reconstituted the Police Focus Group prior to his departure. The new Focus Group met at the end of August and discussed several different ideas for encryption. ETSB has asked Motorola for a proposal to assist with encryption deployment.

APXNext (Fire):
APX8500 mobile: Motorola has provided an option for the 8500 mobiles, the APX6500 dual radio. The demo units have been received and the focus group is working with the Radio System Manager to program the unit.

NFPA Committee: Nothing to report this month.

APXNext XN: This Fire Focus Group is working on the configuration of the radio with the Radio System Manager.

Policy Advisory Committee (PAC):
The PAC's next regular meeting is on Monday, September 9, 2024.

STARCOM Wheaton Tower October 30-31 Outage:
August Monthly Report Update:
Issue: Agencies should have had Coverage on STARCOM using LTE (cellular). The failover from LRM (radio) to LTE was taking more than 30 seconds causing users to assume it was not working.

Resolution: Motorola provided a firmware update. The Firmware has been completed. ETSB and Motorola completed testing. To simulate an LMR outage, ETSB and Motorola staff visited the locations that reported having coverage issues and forced the radios to failover to LTE. This failover process took less than 5 seconds and was significantly improved by the firmware update. Note: This does not eliminate all areas where there might be coverage issues based on heavy building issues, below grade or other topographical limitations.

Summary of Event:

- Wheaton STARCOM radio tower went offline on October 30, 2023 from 10:30am until October 31, 2023 at 3:45am.
- Fiber between the tower and the AT&T central office was cut during construction work taking place on the county campus for the new animal services building.
- In anticipation of the construction work, the fiber between the tower and AT&T central office had been relocated. The new fiber was marked but a section of the fiber bowed 10 feet further than the markings shown.
- Monday.com updates were provided to the PSAPs as new information became available.
- Motorola has confirmed that the West Chicago tower is operating as expected. The drone footage did not reveal any damage.
- SmartConnect/LMR failover. Motorola has conducted additional field surveys to gather data for optimizing the failover settings in the APXNext radios. The field survey results have been provided to the Motorola engineers for review.

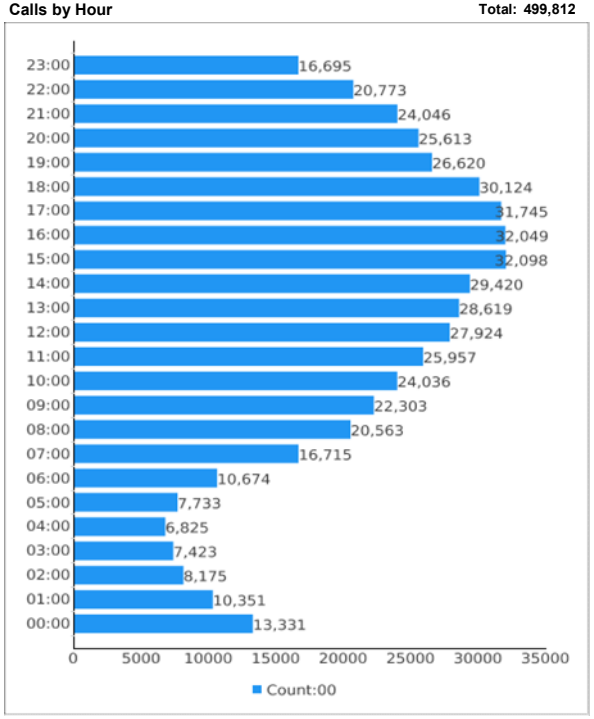
Impact:

- APX4000s in the vicinity of the Wheaton Tower would go in and out of range.
- APXNext radios in the vicinity of the Wheaton Tower switched to LTE.
- DU-COMM and ACDC moved agencies in the vicinity of the tower to backup radio channels.

ALI AUDIT SUMMARY SNAPSHOT

Calls occuring between: 01-01-2024 12:00:04 AM and 09-01-2024 05:00:20 AM

Calls by Hour **Total: 499,812**



Calls by Response Code

	Response Code	Total
0	No Active Paths	13
1	One Path OK	11,396
2	Both Paths OK	487,903
7	Manual Query Denied	0
9	Record Not Found	500
Total		499,812

Calls by Query Type

	Query Type	Total
I	Initial	236,052
M	Manual	569
R	Repeat	263,195
T	Test	0
Total		499,816

Calls by Call Type

	Call Type	Total
A	Anonymous Call [911-0000]	983
E	ESCO [911-0XXX]	9
S	Standard ANI Received [NXX-XXXX]	471,502
U	Uninitialized Call [911-XXX-XXXX]	27,319
Z	Seizure with no ANI [000-0000]	3
Total		499,816

Calls by Class of Service

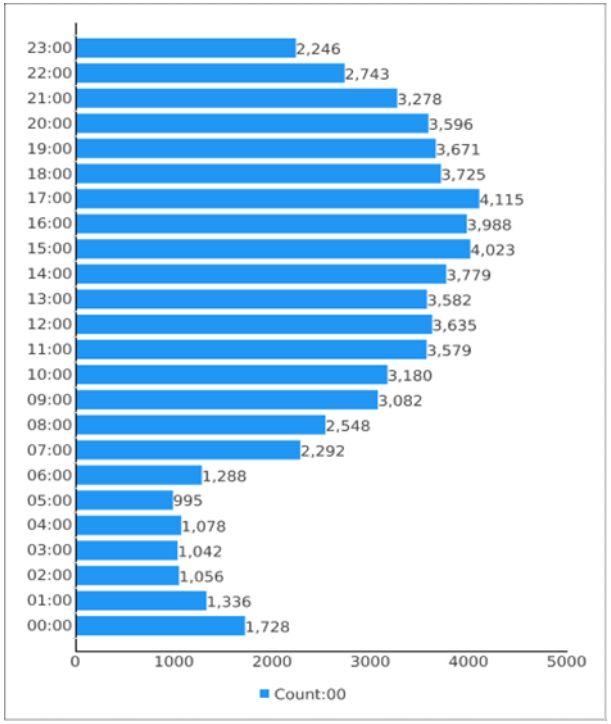
	Class of Service	Initial Query	Manual Query	Repeat Query	Test Query	Total
	N/A	222	242	36	0	500
0	Business OPX	1	0	0	0	1
1	Residence	4,117	23	176	0	4,316
2	Business	4,034	54	164	0	4,252
3	Residence PBX	0	0	0	0	0
4	Business PBX	589	3	23	0	615
5	Centrex	63	4	0	0	67
6	Coin 1 Way Ot	2	0	0	0	2
7	Coin 2 Way Out	0	0	0	0	0
8	Mobile	1	0	2	0	3
9	Residence OPX	0	0	0	0	0
A	Cust Owned Coin Telephone	0	0	0	0	0
B	ESCO Failure	943	0	49	0	992
C	VoIP Residence	0	0	0	0	0
D	VoIP Business	13	0	1	0	14
E	VoIP Coin/Pay Phone	0	0	0	0	0
F	VoIP Wireless	18	1	0	0	19
G	Wireless Phase 1	33,056	41	5,796	0	38,893
H	Wireless	160,910	178	255,269	0	416,357
J	VoIP Nomadic	0	0	0	0	0
K	VoIP Enterprise Solutions	0	0	0	0	0
T	VoIP Coin/Pay Phone	64	0	261	0	325
V	VoIP Services	31,997	23	1,407	0	33,427
X	TEXT TO 911	0	0	0	0	0
Total		**236,030**	**569**	**263,184**	**0**	**499,783**

Calls occuring between: 01-01-2024 12:00:04 AM and 09-01-2024 05:00:20 AM

ALI AUDIT SUMMARY SNAPSHOT

Calls occuring between: 08-01-2024 12:00:24 AM and 08-31-2024 11:59:09 PM

Calls by Hour **Total: 65,585**



Calls by Response Code

	Response Code	Total
0	No Active Paths	1
1	One Path OK	2,449
2	Both Paths OK	63,064
7	Manual Query Denied	0
9	Record Not Found	71
Total		65,585

Calls by Query Type

	Query Type	Total
I	Initial	31,178
M	Manual	66
R	Repeat	34,341
T	Test	0
Total		65,585

Calls by Call Type

	Call Type	Total
A	Anonymous Call [911-0000]	159
E	ESCO [911-0XXX]	0
S	Standard ANI Received [NXX-XXXX]	61,808
U	Uninitialized Call [911-XXX-XXXX]	3,618
Z	Seizure with no ANI [000-0000]	0
Total		65,585

Calls by Class of Service

	Class of Service	Initial Query	Manual Query	Repeat Query	Test Query	Total
	N/A	36	34	1	0	71
0	Business OPX	0	0	0	0	0
1	Residence	463	0	9	0	472
2	Business	484	2	15	0	501
3	Residence PBX	0	0	0	0	0
4	Business PBX	58	0	2	0	60
5	Centrex	6	1	0	0	7
6	Coin 1 Way Ot	1	0	0	0	1
7	Coin 2 Way Out	0	0	0	0	0
8	Mobile	0	0	0	0	0
9	Residence OPX	0	0	0	0	0
A	Cust Owned Coin Telephone	0	0	0	0	0
B	ESCO Failure	153	0	6	0	159
C	VoIP Residence	0	0	0	0	0
D	VoIP Business	0	0	0	0	0
E	VoIP Coin/Pay Phone	0	0	0	0	0
F	VoIP Wireless	2	0	0	0	2
G	Wireless Phase 1	4,676	3	738	0	5,417
H	Wireless	21,134	25	33,409	0	54,568
J	VoIP Nomadic	0	0	0	0	0
K	VoIP Enterprise Solutions	0	0	0	0	0
T	VoIP Coin/Pay Phone	14	0	57	0	71
V	VoIP Services	4,151	1	104	0	4,256
X	TEXT TO 911	0	0	0	0	0
Total		**31,178**	**66**	**34,341**	**0**	**65,585**

Calls occuring between: 08-01-2024 12:00:24 AM and 08-31-2024 11:59:09 PM

Year to Date 9-1-1 System Call Count

For (Call Origin)

Creation Date: 09/04/2024 09:48:28 AM

Grouping: Site & Call Origin

Date Range: 01/01/2024 12:00:00 AM - 08/31/2024 11:59:59 PM

Filter Criteria: Please, refer to the last page.

Summary Information

Site	Total Calls	Call Category			Call Service (Emergency Incoming)					Outgoing (Emergency, Non-Emergency, Other)	Abandoned (Emergency)	Avg Wait (Emergency Incoming)
		Emergency	Non-Emergency	Other	Wire-Line	Wireless	VoIP	SMS	Unknown			
ACDC	252,225	66,747	185,478	0	3,488	55,884	6,127	0	1,248	48,451	3,501	00:00:04
DU-COMM	667,970	183,478	484,492	0	9,292	143,953	28,798	0	1,434	113,488	9,391	00:00:05
Total	920,195	250,225	669,970	0	12,780	199,837	34,925	0	2,682	161,939	12,892	00:00:05

Monthly 9-1-1 System Transfer Count

For (Call Origin)

Creation Date: 09/04/2024 09:51:50 AM

Grouping: Site & Call Origin

Date Range: 01/01/2024 12:00:00 AM - 08/31/2024 11:59:59 PM

Filter Criteria: Please, refer to the last page.

Summary Information

Site	Total Calls	Call Category			Call Service (Emergency Incoming)					Outgoing (Emergency, Non-Emergency, Other)	Abandoned (Emergency)	Avg Wait (Emergency Incoming)
		Emergency	Non-Emergency	Other	Wire-Line	Wireless	VoIP	SMS	Unknown			
ACDC	18,826	18,826	0	0	367	17,090	1,369	0	0	0	0	00:00:04
DU-COMM	25,071	25,071	0	0	278	23,385	1,408	0	0	0	0	00:00:05
Total	43,897	43,897	0	0	645	40,475	2,777	0	0	0	0	00:00:05

Monthly 9-1-1 System Call Count

For (Call Origin)

Creation Date: 09/04/2024 09:50:51 AM

Grouping: Site & Call Origin

Date Range: 08/01/2024 12:00:00 AM - 08/31/2024 11:59:59 PM

Filter Criteria: Please, refer to the last page.

Detail Information

Site	Call Origin	Total Calls	Call Category			Call Service (Emergency Incoming)					Outgoing (Emergency, Non-Emergency, Other)	Abandoned (Emergency)	Avg Wait (Emergency Incoming)
			Emergency	Non-Emergency	Other	Wire-Line	Wireless	VoIP	SMS	Unknown			
ACDC	Incoming	22,285	7,692	14,593	0	535	6,195	662	0	300	0	524	00:00:03
	Internal	1,184	0	1,184	0	0	0	0	0	0	0	0	00:00:00
	Outgoing	5,455	0	5,455	0	0	0	0	0	0	5,455	0	00:00:00
	Total	28,924	7,692	21,232	0	535	6,195	662	0	300	5,455	524	00:00:03
DU-COMM	Incoming	65,602	25,962	39,640	0	1,539	20,322	3,820	0	281	0	1,478	00:00:06
	Internal	12,036	0	12,036	0	0	0	0	0	0	0	0	00:00:00
	Outgoing	16,210	0	16,210	0	0	0	0	0	0	16,210	0	00:00:00
	Total	93,848	25,962	67,886	0	1,539	20,322	3,820	0	281	16,210	1,478	00:00:06
Total		122,772	33,654	89,118	0	2,074	26,517	4,482	0	581	21,665	2,002	00:00:05

Monthly 9-1-1 System Transfer Count

For (Call Origin)

Creation Date: 09/04/2024 09:52:46 AM

Grouping: Site & Call Origin

Date Range: 08/01/2024 12:00:00 AM - 08/31/2024 11:59:59 PM

Filter Criteria: Please, refer to the last page.

Summary Information

Site	Total Calls	Call Category			Call Service (Emergency Incoming)					Outgoing (Emergency, Non-Emergency, Other)	Abandoned (Emergency)	Avg Wait (Emergency Incoming)
		Emergency	Non-Emergency	Other	Wire-Line	Wireless	VoIP	SMS	Unknown			
ACDC	1,706	1,706	0	0	12	1,560	134	0	0	0	0	00:00:04
DU-COMM	3,335	3,335	0	0	22	3,130	183	0	0	0	0	00:00:06
Total	5,041	5,041	0	0	34	4,690	317	0	0	0	0	00:00:05

In process/Testing
Implemented
Pending Research
Closed/Enhancement
Closed

911 System Design Standardization Memos

Memo #	Date Opened	Origin	Title	DESCRIPTION	STATUS of MEMO (Pending, In Process/Testing, Pending/Research, Implemented, Closed/Enhancement tot Product Development, Closed)	Closed Date	CAD FOCUS	TECH FOCUS	FSA FOCUS	MPS	DIRECTORS	ETS BOARD
1	04/08/20	CAD	Informer Trigger words	Request to eliminate words that trigger an alert when entered into CAD	Closed	04/22/20	Consensus	N/A	N/A	N/A	N/A	
2	02/18/20	CAD	Alphanumeric Verification	enables a setting that will allow alphanumeric addresses to geo-verify without a space.	Closed	03/16/20	Consensus	N/A	N/A	N/A	N/A	
3	03/17/20	CAD	Auto Verifiation of address	disable automatically geo-verifying addresses that are unique in the system.	Enhancement tot product development		Research	N/A	N/A	N/A	N/A	
4	03/17/20	CAD	on-off ramp entries	enhance the TCs' ability to identify on and off ramps for the highways	closed	03/15/22	Consensus	N/A	N/A	N/A	N/A	
5	03/14/20	CAD	Pro-QA data export	request to escalate the priority of a data export to facilitate the development of a single server for Pro-QA software	Closed	03/16/20	Consensus	N/A	N/A	N/A	N/A	
6	03/18/20	CAD	Elminate the 2 or 3 digit code from Purvis	removing the 2 or 3 digit code from the Purvis announcement.	Closed	08/20/20	Consensus	N/A	Consensus	N/A	N/A	
7	03/17/20	CAD	Half addresses	presentation of two options for how to handle half-addresses.	Closed	03/16/20	Consensus	N/A	N/A	N/A	N/A	
8	04/03/20	CAD	Command Line Font size	the font size larger on the command lines- expanded to the multi-command line	Enhancement tot product development		Consensus	N/A	N/A	N/A	N/A	
9	04/03/20	CAD	PI-Delay	adjust an event code that corresponded to a car accident with injuries that was delayed	Closed	04/08/20	Consensus	N/A	N/A	N/A	N/A	
10	04/06/20	CAD	Street Aliases	discuss options for alias street names in the CAD system. This would apply to streets such as North Ave AKA Route 64	Closed	10/06/20	Consensus	N/A	N/A	N/A	N/A	
11	01/27/20	FSA	Cover Memo	Outline of the memo process	Closed	01/23/20	N/A	N/A	Consensus	N/A	N/A	
12	01/27/20	FSA	Formula for Agency Costs	Costing formula options for exepenses relating to changes in systems	Closed	01/23/20	N/A	N/A	Consensus	N/A	N/A	
13	12/19/19	FSA	Standardization of Recommends	Using Z units in CAD	Closed	03/02/20	Consensus	N/A	Consensus	N/A	N/A	
14	01/23/20	FSA	Activating New Tone	Adding a rules to Engines to faciliate tones	Closed	03/02/20	Consensus	N/A	consensus	N/A	N/A	
15	01/05/20	FSA	Add Units to Calls	Add Unit to calls from mobiles without generating a tone	Closed	05/14/20	N/A	N/A	Consensus	N/A	N/A	
16	01/27/20	FSA	Optional Equipment Status	Optional equipment formating options	Closed	05/14/20	N/A	N/A	Consensus	N/A	N/A	
17	02/28/20	FSA	Open Radio	Leaving the radio open for two minutes after the Purvis alert in the stations	Closed	03/02/20	N/A	N/A	Consensus	N/A	N/A	
18	03/05/20	FSA	Dead End Streets	Remove Dead End from the announcement	Closed	06/22/20	Consensus	N/A	Consensus	N/A	N/A	
19	02/26/20	FSA	LSI Data Into CAD	Add Hazardous Material data from the State into CAD	Closed	03/02/20	N/A	N/A	Consensus	N/A	N/A	
20	02/26/20	FSA	Flow MSP	The font size larger on the command lines- expanded to the multi-command line	Closed	03/02/20	N/A	N/A	Consensus	N/A	N/A	
21	03/02/20	FSA	Additional Goals	expand the goal to consider the time from call to responder arrival instead of from the time of call to dispatch	Closed	03/14/20	Consensus	N/A	Consensus	N/A	N/A	
22	03/01/20	FSA	Non-standard CAD programming	Creating CAD command that are unique to an agency or a small subset of agencies	Closed	06/22/20	Consensus	N/A	Consensus	N/A	N/A	
23	01/27/20	TECH	Purvis Proposal	Review of the proposal to address the back-up alerting solution	Closed	02/06/20	Consensus	Consensus	Consensus	N/A	N/A	
24	02/02/20	TECH	ICD from Hexagon for LEADS	review the Hexagon proposal for the LEADS ICD- Hexagon is re-working the proposal	Enhancement tot product development		Pending	Pending	N/A	N/A	N/A	
25	04/20/20	CAD	Assist other priority change	DU-COMM request to change the priority of Assit other from 4 to 2. This will adjust the watchdog times	Closed	04/22/20	Consensus	N/A	N/A	N/A	N/A	
26	04/20/20	CAD	Macro request On-Unit	DU-COMM request a macro to combine to add the vehicle when logging a unit on duty	Closed	04/22/20	Consensus	N/A	N/A	N/A	N/A	
27	04/20/20	CAD	New Event code request	DU-COMM request to add two new event codes	Closed	03/09/21	Consensus		Consensus			
28	04/20/20	Tech	Switch Design	DU-COMM recommendation for a switch design review	Closed	05/26/20		Consensus				
29	04/30/20	FSA	Translations	Request to have the PSAPs manage FSA translations	Closed	05/19/20	Consensus		Consensus			
30	04/04/20	Tech	Enhanced Monitoring	Review the three proposals from Solar winds	Closed	07/31/20		Consensus				
31	05/04/20	CAD	Fire Priorities	Requet to re-visit the Fire events priorities from ACDC	Closed	01/15/21	Consensus		Consensus		Consensus	
32	05/22/20	FSA	Priority Column	Request to add priority columns back into MPS	Closed	06/07/20	Consensus		Consensus			
33	05/26/20	FSA	Self-assgin	Request the ability to self-dispatch calls from pending	Closed	06/07/20	Consensus		Consensus			
34	05/27/20	TECH	LAG	Install LAG on the Comcast side of the Network	Closed	03/15/24		Consensus				
35	05/27/20	TECH	Security	Review Results of the Nessus system testing	Closed	06/22/20		Consensus				
36	05/27/20	TECH	WMware upgrade	Install upgrade to Vmware from 6.0-6.7	Closed	06/22/20		consensus				
37	05/27/20	TECH	Software Review	Conduct a software review comparable to the cutover review	In Process			Consensus				
38	05/27/20	CAD	9-1-1 Call Flow	Reivew the 9-1-1 Call flow process	Closed	01/18/22					Consensus	
39	05/28/20	CAD	Updated Macro	request to reduce the CDCMDKEY	Closed	07/21/20	Consensus					
40	06/01/20	CAD	Update LEADS Trigger words	reintroduce trigger words from SOS for DL status	Closed	07/21/20	Consensus					
41	06/03/20	TECH	NICE Upgrade	Connect lines and positins to the NICE Recorder/DSO end of life update	Closed	06/22/20		Consensus				
42	06/10/20	FSA	Available on Event	Would like the MPS be programmed to change status to AOE	Closed	06/25/20	Consensus		Consensus			
43	06/15/20	TECH	Dell Storage	Dell offsite storage	Closed	03/01/20		Consensus				
44	06/19/20	Tech	CAD Workstations At DU-COMM	Install the ETSB image on the Workstations at DU-COMM	Closed	08/02/21		Pending			Consensus	
45	06/19/20	FSA	BARB procurement	Pros and Cons of the application	Closed	09/03/20			Consensus			
46	07/06/20	CAD	EDIT unit Roster	Change the Display from Employee number to Sign on ID	Closed	09/15/20	Consensus					
47	07/06/20	CAD	Informer Unit Colum	Add a column that displays the unit in infomrer	Closed	09/15/20	Consensus					
48	07/06/20	CAD	Multi-Command line	Force CAPS lock on the multicommand line	Enhancement tot product development		Consensus					
49	07/06/20	CAD	Add select event hot key	Eliminate a step when selecting a unit on an event	Enhancement tot product development		Consensus					
50	07/06/20	CAD	Unit Roster	Add the Badge number to the Unit display	Enhancement tot product development		Consensus					
51	07/06/20	CAD	Infomrer Hot Key	Add a hot key that opens up into Informer	Enhancement tot product development		Consensus					
52	07/06/20	CAD	Dispatch Assign	Dispatch assing to work automatically	Closed	12/29/20	Consensus					
53	07/06/20	CAD	Dispatch Assign mutiple units	Allow dispatch assign to work with multiple units	Enhancement tot product development		Consensus					
54	07/06/20	CAD	Monitor preferenc	Allow the monitors to be saved from each login	Enhancement tot product development		Consensus					
55	07/06/20	CAD	Vin Response	Allow title search to be run in Informer	Enhancement tot product development		Consensus					
56	07/06/20	CAD	Informer history	Develop a way to search for informer history	Enhancement tot product development		Consensus					

57	06/18/20	Tech	Carrier diversity	Request to explore surplus bandwidth to provide carrier diversity	Closed Jan 12, 2021	11/23/20		Consensus				
58	06/16/20	CAD	UL Functionality	Ability to add apartment number using the UL Function	Enhancement tot product development		Consensus					
59	06/16/20	CAD	Commit and Cover	Add Commit and Cover command to the right click list	Closed	10/06/20	Consensus					
60	07/16/20	CAD	TC name in the Remarks	ADD the PSAP and first initial to the TC name in remarks	Enhancement tot product development		Referred				Pending	
61	07/30/20	CAD	Available on Event	Would like AOE to set the timer to 0	Closed	01/21/21	Consensus					
62	07/30/20	CAD	Remove CUS	Remove CUS from Status codes PD RR IC WP TA AD	Closed	02/23/20	Consensus					
63	07/30/20	CAD	Mutiple Clearing units	Change programming to allow multiple units to be cleared	Enhancement tot product development		Consensus					
64	07/30/20	CAD	F2 enhancement	Want F2 to bring to the command line anywhere in the program	Enhancement tot product development		Consensus					
65	07/30/20	CAD	Mutiple On units	Want the ONU command to work for multiple units	Closed	04/20/21	Consensus					
66	07/30/20	CAD	Unit Transport streamline	Get rid of the dashes in the command line for unit transport	In-Process Research		Consensus					
67	07/30/20	CAD	Adjust name and tx field	add field for alalrm and to companies that doesn't impact LOI	Closed	08/18/20	Consensus					
68	07/30/20	CAD	Alias EMD codes	want the EMD numeric code entered as alias for event type	Closed	08/06/20	Consensus					
69	04/20/20	TECH	CISA request	Cybersecurity testing	10/12/2021			Consensus				
70	08/04/20		Monday.com	Online project management tool	Closed							
71	08/04/20	TECH	Vmware upgrade	upgrade to VMware version 6.7	Closed	02/22/22		Consensus				
72	08/03/20	CAD	Duplicate and Cancel	Attach the name of the TC that made the original ticket to remarks	Enhancement tot product development		Consensus					
73	08/27/20	FSA	Default MPS CADVIEW screen	Change the default MPS screen to Event list	Closed	04/20/21	Consensus		Consensus			
74	08/27/20	CAD	Right Click update	Using the Spreadsheet submitted update the right click list	closed	04/20/21	Consensus					
75	09/10/20	CAD	K9 Event codes	add event codes for the different types of dogs	Closed	09/12/20	retracted					
76	09/10/20	CAD	Relocate Unit Monitor	Add a new monitor for relocated unites	Closed	11/17/20	Consensus					
77	09/25/20	TECH	ALI Re-bid Times	Review the options to adjust the time for Automatic ALI re-bids	Closed	12/15/20		Consensus				
78	10/20/20	CAD	Call Source	Default Call Source to Phone	Closed	03/23/21	Referred to Directors				Directors	
79	10/28/20	CAD	Edit unit Code	Change the two digit unit code for Elgin from EG to EN	Closed	04/20/21	Consensus				Pending	
80	10/30/20	TECH	Power Supply	Procure redundant power supllies for switches etc	Closed	03/23/21					Pending	
81	11/15/20	CAD	Retail Theft	Change the subtype to Reatil-Delay	Closed	12/15/20	Consensus					
82	11/15/20	CAD	Caller Name LOI Search	Disable Caller Name from the LOI Search	Closed	12/29/20	Consensus					
83	12/10/20	CAD	Bomb Threat	Use a code for bomb threat instead of the words in Purvis	Closed	01/14/21			Consensus			
84	01//26/21	CAD	Timers	Remove the shift timers from the system	Closed	03/09/21	Consensus					
85	01/26/21	CAD	Live Mum additions	Add stations to match or come close to matching LiveMUM from CAD	Closed	04/20/21	Consensus					
87	02/23/21	CAD	Common places for DSO	Add common place names for DSO lots for a DSO response	Closed	09/01/01	Consensus					
88	03/31/21	FSA	Available on Event	Add the ability for MPS to self dispatch from Available on event	Closed							
89	04/16/21	CAD	KH and Business names Spec Situation	Remove the KH and businesss files from notification	Closed	05/09/21	Consensus					
90	04/19/21	CAD	Live Mum changes	Change the ETB of arrive danger to 40 minutes	Closed	05/04/21	Consensus					
91	05/18/21	TECH	TRE change	redesign the TRE to ensure it passes to Starcom	Closed							
92	05/26/21	CAD	Add subtypes to Assist	Create two new subtypes for assist to the SA and coroner	Closed	09/28/21	Consensus					
93	06/09/21	CAD	TestCase for Pro QA	Turn on the test case option in ProQA	closed	06/18/21	Consensus					
94	06/28/21	CAD	Standardized RR names	tracks xx where xx is a two/four digit abbreviation for the Railroad	Closed	02/05/21	Consensus					
95	07/12/21	FSA	Cross Staffed Apparatus	"Jump Crews"in Live Mum different than CAD	Closed	08/11/22			Consensus			
96A	07/12/21	FSA	Border Station Depth	Analsyis of station depth for border agencies	Closed	08/11/22			Consensus			
96B	07/12/21	FSA	Border Station Run orders	Adjust the run orders of stations based on Analysis from 96	Closed	08/11/22			Consensus			
96C	07/12/21	FSA	Drive Time Adjustments	Adjust the drive time for Mutual aid agencies	Closed	08/11/22			Consensus			
97	07/12/21	FSA	Pre-planned relos	Add pre-planned relos into LiveMum	Closed	07/28/22			Consensus			
98	07/12/21	FSA	Unit Depletion	Program LiveMUM to make recommends based on unit depletion percetages	Closed	08/11/22			Consensus			
99	07/13/21	CAD	Wayne township Coverage	Add a note to the Wayne township area about for overnight disptaching	Closed	07/16/21	Consensus					
100	07/13/21	FSA	EBT Request	Request DECCAN run two hears of data for more accurate EBT	Paused	05/18/23					Consensus	
101	07/21/21	FSA	COQ report number request	Request a report number for agencies receiving COQ equipment	Closed	09/28/21			Consesus			
102	08/10/21	CAD	Update Skill list	Add Drone to the Skill list	Closed	09/28/21	Consensus					
103	09/07/21	CAD	CAD/Vesta Standardization	Adjust one of the systems to search for intersections using the same syntax	Pending -Research		Consensus					
104	11/02/21	CAD	Add event code	Add Event code for 3Si	Closed	11/19/21	Consensus					
105	11/16/21	CAD	Add a layer to the map	Create a layer for Divison 10 in the CAD map	Closed	09/13/22	Consensus					
106	11/29/21	CAD	in-custody time stamp	Program CAD to include the time stamp in the list of times	Closed	03/15/22	Consensus					
107	11/29/21	FSA	Add new agency to CAD	Create a new agency in CAD for mabas division 12	Closed				Consensus			
108	01/18/22	CAD	ANI/ALI dump work flow	Change the programming so that the keyboard can be used after ANI/ALI dump	Pending Research							
109	02/02/22	CAD	Timer for Delayed call	Want to have a timer for Trbl alarms to delay dispatch 10 minutes	Closed	03/15/22	Consensus					
110	5/2/2022	Tech	Options for Tones	Explore audio setting options for tones on the fire channels	In Process/Testing			Consensus				
111	7/30/2022	Tech	Purvis Proposal	Review Purvis Proposal	Closed			Impasse			Impasse	
112	10/3/2022	CAD	LPR Event	New CAD Event for License plate reader	Closed	15-Nov-22						
113	10/3/2022	CAD	Shot Stab event type	separate out the shot fired and gunshot into two type codes	Pending Research		Impasse		Impasse			
114	1/13/2022	Tech	Open USB ports	Request to open USP ports to the Bridge	Closed	9-Jan-23		Consensus				
115	1/10/2023	CAD	Train Cleared	Request to add commands to menus and boards	Closed	28-Mar-23	Consensus					
116	1/10/2023	FSA	Emergency Button Mobile	Request to change the functionality of the emergency button	Closed	12-Jan-23			Consensus			
117	3/22/2023	FSA	UE Delta Programming	Remove MAF units from CADView	Closed	4-May-23			Consensus			
118	3/22/2023	FSA	Strobe light timing	Up the time out for the strobe units to 2 minutes	Closed	4-May-23			Consensus			
119	3/22/2023	FSA	Recall dispatch	Add a Recall dispatch button to MPS	Closed	18-May-23			Consensus			
120	3/22/2023	FSA	Resync Units and Events	Add a resync button to MPS	Closed	18-May-23			Consensus			
121	8/16/2023	Tech	Shared Drives	Shared drive in the DMZ to reduce Cybersecurity	Closed	5-Sep-23		Consensus				
122	8/18/2023	TECH	Shared Subnet	Allow traffic point to point for printers for cybersecuirty	Closed	5-Sep-23						
123	8/21/2023	CAD	Task Force Units	Create Monitors for the Task force group	Closed	7-Nov-23	Consensus					
124	10/3/2023	CAD	New Event code request	new or modified event type for Car vs Building	Closed	26-Mar-24	Consensus					
125	11/9/2023	CAD	Priority integration	Integrate Priority Aqua program with Eventide	Closed	26-Mar-24	Consensus					
126	2/20/2024	CAD	New Event code request	New event type for Electric Vehicle fire	Closed		Consensus					
127	5/23/2024	CAD	MFA Command Central Aware	Decision to add MFA to Command Central Aware Website	New		Pending					
128	7/11/2024	Tech	MFA Infrstructure/Applications	Decision to implement MFA within the ETSB 911 system	New		Pending					
129	7/30/2024	CAD	Adjust incident types for Alarms	Alarm companies are beginning to use numbers to define alarm types. There is a request to add those types in CAD	New		Pending					
130	8/9/2024	CAD	Add Macros	Add macros that are currently deployed for 10 and 12 for division 16	Closed	27-Aug-24	Consensus					

INFORMATION TECHNOLOGY

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TO: PRMS Oversight Committee and ETS Board

FROM: Don Ehrenhaft, PRMS Manager

DATE: August 28, 2024

RE: DuJIS RMS Monthly Update

Accomplishments:

- OCR 10.0/MFR project planning is ongoing.
  - Hexagon has allocated resources to begin test installation.
  - Preliminary training material has been made available.
- Addison PD records fully disassociated from production RMS.
- Long-awaited update to OnCall Analytics has been completed.

Action Items:

- RMS RFP Process
  - Establish initial phase meetings.
  - Form user groups.
- NetRMS/CJIS
  - Move legacy system off of aging hardware to dedicated server
- RMS Usability
  - Assume responsibility for user management
    - Reduces the burden on agency personnel, simplifying the process of adding or changing employees.
    - Necessary to avoid operational issues associated with inconsistent user management.
    - Streamlines billing process and prevents overcharging.

RSA – Customer Support Collaboration:

- Maintained weekly I/CAD case review call, standing call at 9:00 am on Thursdays.
- Maintained RMS weekly status review call, standing call at 1:00 pm on Thursday.
- Maintained bi-weekly OCR10.0/MFR project management meeting with Hexagon project manager.
- Requested support push from Hexagon support team.

Next Month's Actions Items:

- Continue planning phase of MFR/OCR 10.0 project.
- Begin Staging Phase of MFR/OCR 10.0 project.
- Continue to work with Data Sheet Refresh subcommittee.
- Overhaul of system support model to improve speed of incident response and strengthen prevention efforts.

August Monthly Report

Customer Name	DuPage County, IL	**Alias**	DUPG2.00.11
Customer PM	Linda Zerwin/Mike Galvin	**Hexagon Sales**	TJ MCGEE
Hexagon Support Manager	Tony Capasso	**Project / Delivery Name**	DuPage ETSB
New Change Requests	**None**	**Reporting Period End**	**August 30, 2024**

Support Overview

Open Tickets		SRs		CRDs		CREs	
On target	☑	P2	1	P2	0	P2	2
Below target	☐	P3	17	P3	6	P3	6
Above target	☐	P4	0	P4	0	P4	0

RED	One or more of the following remain unhandled: significant risks and/or issues; behind schedule by >10%
YELLOW	There is a plan in place to rectify one or more of the following: significant risks and/or issues; behind schedule <=10%
GREEN	No significant risks or issues

Support Performance - Period ending August 30, 2024

GREEN	Continue to have weekly CAD SR Review call with Dupage and Hexagon CAD team. Communication remains high and both sides stay engaged. RSAs from Hexagon are continuing to provide value added performance and operating hand in hand with Customer Support.

Support Activities

Objectives Completed This Period

1. Weekly meetings were held. No Onsite meetings were held this month.
2. **24** support tickets were resolved in the month of August 2024. (This does include some cases where licensing was requested)
3. CAD Upgrade complete. We will work with RSA to confirm that previous defects have been resolved with the new version.

Objectives NOT Completed This Period - Mitigation tasks to align schedule are provided in the Notes Section with the coresponding #

Objectives for Next Period Remaining Project Items (All Numbers are utilizing the DuPage Schedule DUPG2 Schedule)

1. Focus and continued resolution on existing support SRs.

Change Orders	Date	Status	Description

Notes From Above Activites:

RSA Weekly Status Report: RMS/CAD

Date / Report / Author:	**08/30/2024 RSA Weekly Status Report - Steve Burrell, RSA**
Stakeholders for Distribution:	**DuPage:** Don Ehrenhaft, Dave Jordan, Anthony McPhearson, Matthew.Theusch, Gregg Taormina, Linda Zerwin **Hexagon:** Stephen Starnowsky, Patrick Mellin, Ben VanHorne, Tammy Heaton, Anthony Capasso, Wendy Mann

Topic	Status Summary	Assignment / Escalation	Status
	Closed Cases (07)		
00143821	**'EX-DATING RELATIONSHIP' causes error**	**RSA / Support**	**Closed**
00203010	**Incident Numbers not showing in OCA**	**RSA / Support**	**Closed**
00316423	**OCA (records) upgrade 2212 to 2309.4**	**RSA / Support**	**Closed**
00333335	**OCA (records) upgrade 2212 to 2309.4 - ETL Error**	**Support**	**Closed**
00322826	**GIS / NG911 Questions**	**Support**	**Closed**
00333278	**BI Scheduled reports failing**	**RSA / Support**	**Closed**
00338896	**Unable to link CFS to Citation - Question**	**RSA**	**Closed**
	High Priority Items		
	Summary of Additional Work Performed This Week		
	Worked on open tickets and sent out follow up emails.	RSA	
00332505	**I/Netviewer Search not Working for custom range.**	RSA / Support	In-Process
LEADS 3.0 Interface	**LEADS 3.0 Interface** In Testing	RSA / Hexagon / DuPage	Waiting on Customer
00006232	**Canceled BOLOS show up in informer returns**	Support / RSA	In-Progress
00304033	**Informer display and printing (fingerprint response)** Possible solution in place.	RSA / Support	Waiting on Customer
00317276	**FBR server AddressServerPool & CodeSync**	RSA / Support	In-Progress

Environment Versions & Discrepancies:

This section highlights program versions and any differences between the environments

Production	Test
FBR: 3.7.2012.6 (build date: 05/18/2021)	**FBR**: 3.7.2012.6 (build date: 05/18/2021)
SSRS: n/a	**SSRS** 2017 (using 2103 rdl)
OCA: 2212 *(newest available ver. is 2309)*	**OCA**: n/a
OCR: 3.7.2104 *(newest ver. is 2310)*	**OCR**: 3.7.2104 *(newest ver. is 2310)* *Refresh 08/02/24*
NIBRS: 2.3.2404	**NIBRS**: 2.3.2404
Address Server: 2.7.2004.02	Address Server: 2.7.2004.02
IFCADRMSLINK: 9.4.0.50297 (H1_2020)	**IFCADRMSLINK**: 9.4.0.50297 (H1_2020)
CAD: 9.4.0.63255 (2023 H2)	**CAD:** 9.4.0.63255 (2023 H2)

Action Items

The following section is to cover all items that are ongoing outside of SR work to track to completion. This includes tasks for the RSA as well as the agency.

Project	Summary	Owner	Status	Next Steps
BEAST Interface for OCR 10	**Discussions ref BEAST Interface for OCR 10.**	RSA / DuPage	Waiting on Customer	DuPage is having internal discussions regarding this and will inform us when they have arrived at a decision.

Open P2 Items – *This section provides an update on P2 items.*

SR Number	Summary	Product	Status	Substatus	Target Resolution Date	Work Around?

Current Open SR list for discussion:

This section is just a copy/paste from a SR list with the following fields as shown for items actively being worked by the onsite RSA (Assigned, In Process, Customer Update, GPC-Escalated). Note: This is not all SR's, just the ones currently being worked by the onsite RSA
(Sorted by SR Number)

SR Number	Priority	Summary	Product	Status	Substatus/Next Steps
00005926 *(OnCall Records)*	P3	**WebRMS returns no longer have linkable fields**	MPS	Assigned	**09/28/2023** - On hold until LEADS 3.0 interface is in place.
00006232 *(OnCall Records)*	P3	**Cancelled BOLOS show up in Informer returns**	Informer	Assigned	**08/01/2024** – To be reviewed by Development.
00006235 *(OnCall Records)*	P3	**Violation field in MPS informer WebRMS return does not show violation.**	Informer	Assigned	**09/28/2023** - On hold until LEADS 3.0 interface is in place.
00006934 *(OnCall Records)*	P3	**Cross Agency Approving Supervisor Missing from all Merit Agency FBR Reports**	FBR	Escalated	CR has been filed. CR# 321488
00006935 *(OnCall Records)* ***AZDO 509323***	P3	**Reporting Officer not importing into Supplement Record.** **RC-A:** Software bug. FBR not pulling data from needed customer field.	FBR	RSA / Support	**12/06/2023 - UPDATED CASE PROBLEM.** When viewing an Incident supplement, the Reporting Officer name field value is not displayed. However, if you go back to the search results, the Reporting Officer name is displayed. The Reporting Officer name value is not able to be used as a search value. The incident supplement blank value is not included in search results.

		Pending Development resolution.			The Officer name is being conveyed from FBR to OCR. OCR is not displaying it correctly.
00089873 *(Informer)*	P3	**Informer Does Not run VIN Correctly**	I/Dispatcher	GPC	**07/14/2023** – On hold until LEADS 3.0 interface is available. **09/28/2023** - On hold until LEADS 3.0 interface is in place.
00097922 *(Informer)*	P3	**When running (LEADS) a subject by NAME / DOB AND RACE, the DOB is not transmitted to the state LEADS system**	Informer	RSA / Support	**07/14/2023** – On hold until LEADS 3.0 interface is available
00181662	P3	**Can a Drivers license field be added to the supplemental information page?**	I/Netviewer	RSA	**11/06/2023** - Customer would like the field added so dispatchers can see the information. I will speak with DuPage to clarify exactly what they are looking for in terms on functionality. **02/09/2024** - Escalated to GTC.
00223623	P3	**IUCR Interface and Local Ordinance updates**	OCR / XALT	RSA/Support	**08/30/2024 -** Teams working session today with Derek Smith & DuPage. Discussed more details ref the Clerks interface and translation / matching fileds from the Clerk's XML to OCR and other interfaces such as LEADER. Clerk's Office to do some work on their end ref the data output. Next meeting is scheduled for 1 week on SEPT 3.
00230097	P3	**Error Accessing 1 Offender's Bookings**	OCR	RSA	**07/08/2024** – Also seeing 1 other name with same issue. Occurring at same agency
00225761	P3	**Error in Master Vehicle Search - Global View**	OCR	RSA	**08/29/2024** - Escalated to GTC
00273810	P3	**IUCS - Leader interface -** citations coming from IUCS are feeding into OCR with the incorrect statute.	LEADER	RSA / Support	**06/06/2024 -m** The ClerkCMSViolationKey, which is not being sent, needs to match statute_code.regional_code which comes from IUCS to OCR via the Statute Code Import interface. We cannot fix this in the interface, DuPage needs to get IUCS and the statute code table back in sync. It is out of sync due to a customer requested NIBRS configuration. **08/30/2024 -** Teams working session today with Derek Smith & DuPage. Discussed more details ref the Clerks interface and translation / matching fileds from the Clerk's XML to OCR and other interfaces

					such as LEADER. Clerk's Office to do some work on their end ref the data output. Next meeting is scheduled for 1 week on SEPT 3.
00300446	P3	**OCR "Forgot Password" link -not working**	OCR	RSA	**08/28/2024 -** Reproduced steps & atached PDF doc. The token portion of PasswordReset URL not working. See pdf (00300446 steps to reproduce.pdf) for details and screenshots of all steps. Escalated to GTC. Filed as a defect - 758576.
00304033	P3	**Informer display and printing (fingerprint response)**	Informer	RSA / Support	**08/29/2024 –** DuPage deployed file to 2 or3 workstations. Waiting for feedback.
00317276	P3	**AddressServerPools on FBR servers**	FBR	RSA	**08/26/2024** – Modified AddressServerPool configuration. Have seen improvements in performance. Continuing to monitor.
00321237	P3	**Booking Cleanup Needed from previous EdgeFrontier issue in April 2023**	OCR	RSA	**08/07/2024 –** Reviewing information
00331421	P3	**BI Direct: Event register and Incident Recall (from DUCOMM folder) reports not working**	SAP CAD-BI	Support	**08/22/2024 –** Support S.M.E. working on a resolution. **08/30/2024** – Unable to as SAP for support on this issue due to the fact it is a very old legacy product. Acct Mgr is finalizing information related to upgrading to OnCall Analytics Advantage for Dispatch.
00332505 AZDO 756324	P2	**I/Netviewer Search not Working for custom range.**	I/Netviewer	RSA / Support	**08/22/2024 –** information & logs gathered and reviewed. Reproduced on COTS version. AZDO bug filed: 756324

Wellness items for discussion:

This section is just a copy/paste from a SR list with the following fields as shown for just OnCall Records products for items in the wellness worksheet

Title	Priority	SR Number	Summary	Product	State	Status/Next Steps

No Items at this time.

Client Requests for System Modifications for discussion:

This section is to capture client requests for system changes that are not part of a standard upgrade.

Worksheet#	SR Number	Priority	Summary	Product	Status	SubStatus	CR #
Planning Review Pending	1-6091909121	3-Med	Ability to Link a BOLO to a Field Interview (OCR)	HxGN ONCALL RECORDS	CR - Enhancement	CR – Filed	

MOTOROLA SOLUTIONS

STARCOM21

Solving for safer. Communities, schools, hospitals, businesses everywhere.

TO: Linda Zerwin, ETSB Executive Director
FROM: Andy Saucedo, Motorola System Manager
DATE: September 2, 2024
SUBJECT: STARCOM21 DEDIRS Monthly Report

Projects:

DEDIR System Radio Replacement

APXNext Police: Original order deployed with ADP encryption. ADP to AES encryption plan pending. All agencies have had the firmware downloaded to the radios.

APXNext New Hire Police: Change order complete and radios received. Open orders to be filled including cache radios and DU-COMM.

APX 4000: A firmware update was released, and a schedule was developed in Monday.com to update the APXNext radios. Emergency activation configuration change has been applied to 15 agencies-73 radios have been programmed. There are 6 agencies/24 radios that remain to be programmed. At the time of this report 23 out of 32 agencies have had the firmware updated to the latest version. This process takes longer to complete because it requires the radio by physically touched by the Motorola System Manager. The Sheriff's Office is approximately 90% completed. The remaining agencies will be revisited once the Sheriff's Office is complete.

APXNext XN Fire: Fire Focus presented XN issues to NFPA for TIA process. Fire radio configuration templates need IGA finalization with outside agency. Motorola Product Group released 2024.1 Base Line Firmware on 5/13/24. Testing of the XN Demo radios was completed the week of June 17, 2024.

APXNext XE Fire: Demo radios have been programmed and provided to Fire agencies for testing. Testing of the XE Demo radios was completed the week of June 17, 2024.

APX8500: Reports of Starcom to VHF radio reception issues. It may be due to vehicle antenna placement or radio receiver sensitivity settings. Field test conducted at Westmont February 13, 2024. All findings were provided to Motorola engineering. Last case status update February 26, 2024, Engineering has completed the Customer Summary Report. Report was provided to ETSB on May 1.

Alternate options to the APX8500 are being considered. APX6500 mobiles have been received and will be staged for demo to Fire Focus.

Programming – Projects

Code plug updates: There were none last month.

Codeplug Creation: There were none last month.

Consolidations: There were none last month.

Radio Alignment: There were none last month.

MOTOROLA SOLUTIONS

STARCOM21

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Service Tickets - August

	Year to Date		Past Month					
			Totals		Categories of Tickets			
Category	Opened	Closed	Total	Closed	Consumable replaced	Alias or Configuration	Sent to Depot	Other
APX 7000	68	59	17	12	7	0	2	8
APX Next (police)	90	64	22	19	2	14		3
APX NextXN (fire)			N/A					
APX 8500 mobiles	27	26	4	4	0	1	0	1
APX4000	14	13	5	5	0	5	0	
Other models	8	3	5	5	0	3	0	2
Total	207	165	53	45	9	23	2	14

STARCOM21 Scheduled Maintenance:

Advisory Alert - T5S (Chicago) - Democratic National Convention

Incident Scope: The Democratic National Convention was held from August 19th through the 22nd. Global Incident Communications hosted daily roll calls, bringing together all the local teams in Illinois and the Chicago metropolitan area, as well as representatives from teams across MSI. All teams maintained a heightened awareness of the event and closely monitored customer needs. Thanks to the vigilance and dedication of all participating teams, the DNC concluded without incident. Customer/Territory: T5S (Chicago) Impact to MSI Services: No impacts. Current Status: 23/Aug/2024 @ 9:00 AM CDT - Last Roll Call The final roll call was held this morning, with no impacts to report. All teams' awareness and attention to customers and partners brought the event to a close without issue. Teams Engaged: T5S Field Teams, MERT, Order Management, CMSO NOC/Service Desk, Astro TSO, Software TSO, STDI, Public Relations, Cybersecurity, Global Incident Communications

Aug 14, 11:47 - Aug 23, 09:40 CDT

System Patches: Postponed due to the Democratic National Convention.

Notification of planned maintenance was performed affecting the STARCOM21 system on 2024-08-28 07:30:00 AM - 2024-08-28 03:00:42 PM.

Work performed: Sz01401 MTN-0084-24 Deployment was an update to all Juniper routers on Starcom. Pushed router OS as a background job from the UNC then rebooted the routers at the scheduled time.

Impact: Loss of redundancy while this update is happening but no impact to services.

The following sites were affected by this maintenance:SZ01401 MSO Downers Grove - Starcom Zone 1.

Work completed 2024-08-28 03:00:42 PM

Command Central Patches: There were none last month.

SmartConnect Patches:

[Scheduled Maintenance] SmartConnect (United States)

The scheduled maintenance has been completed.

Start: 12/Aug/2024 @ 6:00 PM ACT (GMT +9:30)

End: 13/Aug/2024 @ 12:00 AM ACT (GMT +9:30)

[Scheduled Maintenance] SmartConnect (United States)
The scheduled maintenance has been completed.
Start: 14/Aug/2024 @ 3:30 AM CDT (GMT -5)
End: 14/Aug/2024 @ 9:30 AM CDT (GMT -5)

[Scheduled Maintenance] SmartConnect (United States)
The scheduled maintenance has been completed.
Start: 15/Aug/2024 @ 3:30 AM CDT (GMT -5)
End: 15/Aug/2024 @ 9:30 AM CDT (GMT -5)

[Scheduled Maintenance] SmartConnect (United States)
The scheduled maintenance has been completed.
Start: 20/Aug/2024 @ 3:30 AM CDT (GMT -5)
End: 20/Aug/2024 @ 9:30 AM CDT (GMT -5)

[Scheduled Maintenance] SmartConnect (United States)
The scheduled maintenance has been completed.
Start: 21/Aug/2024 @ 3:30 AM CDT (GMT -5)
End: 21/Aug/2024 @ 9:30 AM CDT (GMT -5)

Radio Central Patches: There were none last month.

Radio Management CPS Patches: There were none last month.

Releases:
APX Portables and Mobiles (APX 4000 and APX 8500) Firmware Devices R33.40.00 2024.1 CPS R33.00.01 is a maintenance release and was available 8/22/24. It included new product and features. No defect repairs included. Minor updates and application is optional.

APX NEXT Firmware. No new firmware released.

STARCOM21 Unscheduled System Outages: There were none last month.

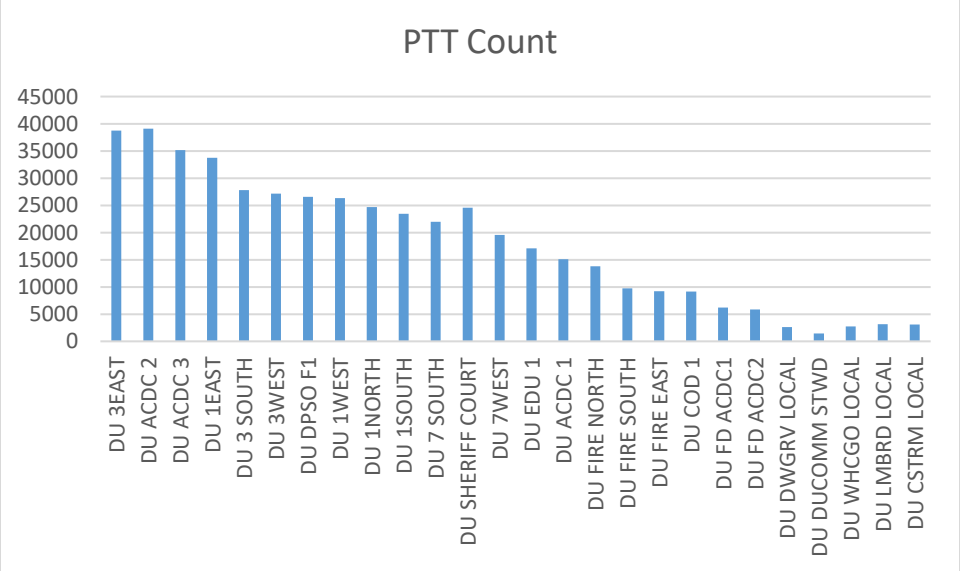
Meetings:
August PAC meeting 8/5/24
Fire Focus meeting 8/12/24
Fire Focus meeting 8/26/24

Training
None at this time.

Grade of service report:

	July 2024 Starcom21 GoS Report										
	GoS Calculations					PTT and Busy Data					
Hour	GoS	Utilization	Erlangs	Excess Erlangs	Days of Data	Total PTTs	Total Talk Time (sec)	Average Talk Time (sec)	Total Busy	Total Busy Time (sec)	Average Busy Time (sec)
0:00:00	0.00	25.01	4.25	6.15	31.00	3201.84	15304.90	4.78	0.00	0.00	0.00
1:00:00	0.00	21.32	3.62	6.78	31.00	2687.00	13046.16	4.86	0.00	0.00	0.00
2:00:00	0.00	17.65	3.00	7.40	31.00	2118.94	10803.55	5.10	0.00	0.00	0.00
3:00:00	0.00	14.38	2.44	7.96	31.00	1691.94	8798.71	5.20	0.00	0.00	0.00
4:00:00	0.00	12.87	2.19	8.21	31.00	1513.65	7877.90	5.20	0.00	0.00	0.00
5:00:00	0.00	14.12	2.40	8.00	31.00	1663.16	8639.39	5.19	0.00	0.00	0.00
6:00:00	0.00	16.25	2.76	7.64	31.00	2003.87	9945.10	4.96	0.00	0.00	0.00
7:00:00	0.00	23.62	4.02	6.38	31.00	2901.23	14456.94	4.98	0.00	0.00	0.00
8:00:00	0.00	30.51	5.19	5.21	31.00	3769.13	18670.23	4.95	0.00	0.00	0.00
9:00:00	0.00	34.66	5.89	4.51	31.00	4260.00	21211.13	4.98	0.03	0.13	0.00
10:00:00	0.00	35.61	6.05	4.35	31.00	4412.97	21794.74	4.94	0.16	0.61	0.00
11:00:00	0.00	34.77	5.91	4.49	31.00	4309.90	21279.58	4.94	0.00	0.00	0.00
12:00:00	0.01	36.03	6.12	4.28	31.00	4463.94	22049.13	4.94	0.32	14.10	0.01
13:00:00	0.01	37.67	6.40	4.00	31.00	4611.71	23052.61	5.00	0.55	3.06	0.01
14:00:00	0.35	35.36	6.01	4.39	31.00	4422.13	21637.77	4.89	15.68	302.16	0.35
15:00:00	0.01	37.08	6.30	4.10	31.00	4681.52	22694.03	4.85	0.48	8.97	0.01
16:00:00	0.00	38.36	6.52	3.88	31.00	4791.10	23477.35	4.90	0.16	3.13	0.00
17:00:00	0.01	36.20	6.15	4.25	31.00	4536.45	22152.23	4.88	0.26	8.10	0.01
18:00:00	0.00	34.97	5.94	4.46	31.00	4335.42	21400.94	4.94	0.00	0.00	0.00
19:00:00	0.00	34.63	5.89	4.51	31.00	4382.65	21195.58	4.84	0.06	1.35	0.00
20:00:00	0.00	33.51	5.70	4.70	31.00	4272.65	20507.06	4.80	0.03	0.10	0.00
21:00:00	0.00	34.56	5.88	4.52	31.00	4439.77	21153.77	4.76	0.03	1.29	0.00
22:00:00	0.01	32.12	5.46	4.94	31.00	4122.74	19659.48	4.77	0.26	6.94	0.01
23:00:00	0.00	29.68	5.05	5.35	31.00	3806.03	18163.97	4.77	0.06	0.35	0.00

Group Alias	PTT Count
DU 3EAST	38769
DU ACDC 2	39080
DU ACDC 3	35126
DU 1EAST	33771
DU 3 SOUTH	27789
DU 3WEST	27176
DU DPSO F1	26557
DU 1WEST	26318
DU 1NORTH	24668
DU 1SOUTH	23448
DU 7 SOUTH	21991
DU SHERIFF COURT	24549
DU 7WEST	19587
DU EDU 1	17090
DU ACDC 1	15124
DU FIRE NORTH	13801
DU FIRE SOUTH	9749
DU FIRE EAST	9238
DU COD 1	9129
DU FD ACDC1	6189
DU FD ACDC2	5852
DU DWGRV LOCAL	2600
DU DUCOMM STWD	1450
DU WHCGO LOCAL	2713
DU LMBRD LOCAL	3159
DU CSTRM LOCAL	3095



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

File #: 24-2526 **Agenda Date:** 10/9/2024 **Agenda #:** 6.B.1.

EQUALIZATION SURCHARGE AND REVENUE REPORT FOR FY24

FY24 — REVENUE BY FISCAL YEAR

Equalization $ Remitted for:		Sep 23	Oct 23	Nov & Dec 23		Jan 24	Feb 24	Mar 24	Apr 24	May 24			
Month Received:	Dec 23	Jan 24	Feb 24	Mar 24	Apr 24	May 24	Jun 24	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	TOTALS
State Disbursement		$ 1,166,094.82	$ 1,178,650.54	$ 2,387,090.19		$ 1,307,137.14	$ 1,041,953.80	$ 1,217,316.64	$ 1,365,561.66	$ 1,157,731.43			$ 10,821,536.22
NG9-1-1 Withholding (1x)								$ 2,361,360.11					$ 2,361,360.11
Misc. Payments	$ 709.50	$ 47.74			$ 73.04					$ 30,645.24			$ 31,475.52
PRMS Reimbursement													$ -
Grant Reimbursement													$ -
Sale of Assets		$ 2,000.00						$ 284,500.00	$ 2,500.00				$ 289,000.00
CAD Interface Reimbursement	$ 150.00	$ 829.00							$ 14,669.84	$ 8,084.92			$ 23,733.76
FSA Optional Equip Reimbursement										$ 3,640.00			$ 3,640.00
DEDIRS Reimbursement					$ 32,656.40					$ 9,114.05			$ 41,770.45
Investment Earnings						$ 921,077.00							$ 921,077.00
Total	**$ 859.50**	**$ 1,168,971.56**	**$ 1,178,650.54**	**$ 2,387,090.19**	**$ 32,729.44**	**$ 2,228,214.14**	**$ 1,041,953.80**	**$ 3,863,176.75**	**$ 1,382,731.50**	**$ 1,209,215.64**	**$ -**	**$ -**	**$ 14,493,593.06**

FY23 — REVENUE BY FISCAL YEAR

Equalization $ Remitted for:	Aug 22	Sep 22	Oct 22	Nov 22	Dec 22	Jan 23	Feb 23	Mar 23	Apr 23	May 23	Jun 23	Jul & Aug 23	
Month Received:	Dec 22	Jan 23	Feb 23	Mar 23	Apr 23	May 23	Jun 23	Jul 23	Aug 23	Sept 23	Oct 23	Nov 23	TOTALS
State Disbursement	$ 1,205,441.29	$ 1,164,779.92	$ 1,174,384.35	$ 1,179,289.89	$ 1,239,871.71	$ 1,160,437.01	$ 1,072,172.19	$ 1,285,081.08	$ 1,178,132.95	$ 1,233,355.83	$ 1,227,343.85	$ 2,367,619.76	$ 15,487,909.83
NG9-1-1 Withholding (1x)												$ 2,601,413.84	$ 2,601,413.84
Misc. Payments								$ 28,485.24		$ 2,400.00			$ 30,885.24
PRMS Reimbursement												$ 623,289.00	$ 623,289.00
Sale of Assets						$ 12,500.00			$ 2,500.00	$ 4,000.00			$ 19,000.00
CAD Interface Reimbursement									$ 21,497.00	$ 9,139.80	$ 3,145.20	$ 3,616.00	$ 37,398.00
FSA Optional Equip Reimbursement			$ 3,800.00	$ 10,970.00		$ 21,500.00					$ 575.00		$ 36,845.00
DEDIRS Reimbursement		$ 9,827.28		$ 17,000.00		$ 19,150.18							$ 45,977.46
Total	**$ 1,205,441.29**	**$ 1,174,607.20**	**$ 1,178,184.35**	**$ 1,207,259.89**	**$ 1,239,871.71**	**$ 1,213,587.19**	**$ 1,072,172.19**	**$ 1,313,566.32**	**$ 1,202,129.95**	**$ 1,248,895.63**	**$ 1,231,064.05**	**$ 5,595,938.60**	**$ 18,882,718.37**

FY22

Equalization $ Remitted for:	Aug & Sep 21		Oct & Nov 21	Dec 21	Jan 22	Feb 22	Mar 22	Apr 22		May 22	Jun & Jul 22		
Month Received:	Dec 21	Jan 22	Feb 22	Mar 22	Apr 22	May 22	Jun 22	Jul 22	Aug 22	Sept 22	Oct 22	Nov 22	TOTALS
Total	**$ 2,281,331.33**	**$ 283,343.34**	**$ 2,295,684.39**	**$ 1,236,187.16**	**$ 1,180,527.91**	**$ 1,148,317.36**	**$ 3,628,564.29**	**$ 1,195,731.64**	**$ 1,783.40**	**$ 1,217,048.99**	**$ 2,588,679.15**	**$ -**	**$ 17,057,198.96**

FY21

Equalization $ Remitted for:	Aug 20	Sep 20	Oct & Nov 20	Dec 20	Jan 21	Feb 21	Mar 21	Apr 21	May 21		Jun 21	Jul 21	
Month Received:	Dec 20	Jan 21	Feb 21	Mar 21	Apr 21	May 21	Jun 21	Jul 21	Aug 21	Sept 21	Oct 21	Nov 21	TOTALS
Total	**$ 1,151,538.31**	**$ 1,172,211.67**	**$ 2,283,028.54**	**$ 1,189,281.74**	**$ 1,183,771.22**	**$ 1,129,498.24**	**$ 1,340,002.97**	**$ 1,166,522.22**	**$ 1,162,663.88**	**$ 32,062.24**	**$ 1,178,282.73**	**$ 1,337,665.72**	**$ 14,326,529.48**

FY20

Equalization $ Remitted for:	Aug & Sep 2019		Oct 2019	Nov 2019	Dec 2019	Jan 2020	Feb 2020	Mar 2020	Apr 2020	May 2020	Jun & Jul 2020		
Month Received:	Dec 19	Jan 20	Feb 20	Mar 20	Apr 20	May 20	Jun 20	Jul 20	Aug 20	Sept 20	Oct 20	Nov 20	TOTALS
Total	**$ 2,372,557.66**	**$ 237,970.24**	**$ 1,303,902.24**	**$ 1,282,440.05**	**$ 1,289,985.71**	**$ 1,416,758.41**	**$ 1,187,415.00**	**$ 1,336,415.71**	**$ 1,335,142.56**	**$ 1,264,789.84**	**$ 2,554,594.67**	**$ 49,641.50**	**$ 15,631,613.59**

FY19

Equalization $ Remitted for:	Sep 2018	Oct 2018	Nov 2018	Dec 2018	Jan 2019	Feb 2019	Mar 2019	Apr 2019	May 2019	Jun 2019	Jul 2019	Aug 2019	
Month Received:	Dec 18	Jan 19	Feb 19	Mar 19	Apr 19	May 19	Jun 19	Jul 19	Aug 19	Sept 19	Oct 19	Nov 19	TOTALS
Total	**$ 1,163,697.11**	**$ 1,228,103.25**	**$ 1,158,413.81**	**$ 1,237,539.40**	**$ 1,185,868.21**	**$ 1,214,820.52**	**$ 1,265,128.93**	**$ 1,168,117.80**	**$ 1,203,652.90**	**$ 1,170,171.21**	**$ 1,212,817.56**	**$ 1,642,301.51**	**$ 14,850,632.21**

FY18

Equalization $ Remitted for:	Aug 2017	Sep 2017	Oct 2017	Nov 2017	Dec 2017	Jan & Feb 2018	Mar 2018	Apr 2018	May 2018	Jun 2018	Jul 2018	Aug 2018	
Month Received:	Dec 17	Jan 18	Feb 18	Mar 18	Apr 18	May 18	Jun 18	Jul 18	Aug 18	Sept 18	Oct 18	Nov 18	TOTALS
Total	**$ 599,817.91**	**$ 566,629.95**	**$ 618,246.90**	**$ 614,106.20**	**$ 754,806.21**	**$ 2,695,870.09**	**$ 1,337,153.75**	**$ 1,203,123.36**	**$ 1,215,516.34**	**$ 1,202,131.11**	**$ 1,188,947.34**	**$ 1,258,080.66**	**$ 13,254,429.82**

FY17

Equalization $ Remitted for:	Jul & Aug 2016	Sep 2016	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017	Jun 2017	Jul 2017	
Month Received:	Dec 16	Jan 17	Feb 17	Mar 17	Apr 17	May 17	Jun 17	Jul 17	Aug 7	Sept 17	Oct 17	Nov 17	TOTALS
Total	**$ 1,246,502.41**	**$ 599,721.32**	**$ 594,666.10**	**$ 1,097,049.38**	**$ 681,034.05**	**$ 649,029.93**	**$ 810,751.53**	**$ 723,846.35**	**$ 695,361.11**	**$ 833,344.09**	**$ 557,280.60**	**$ 599,817.91**	**$ 8,832,810.78**

FY16

Equalization $ Remitted for:							Jan & Feb 2016	Mar 2016	Apr 2016	May 2016	Jun 2016		
Month Received:	Dec 15	Jan 16	Feb 16	Mar 16	Apr 16	May 16	Jun 16	Jul 16	Aug 16	Sept 16	Oct 16	Nov 16	TOTALS
Total	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,123,587.68	$ 743,609.37	$ 674,806.22	$ 726,277.16	$ 713,088.37	$ 518,118.75	$ 4,499,487.55

EQUALIZATION SURCHARGE HISTORY

Month of	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2016	$ 580,655.87	$ 542,517.55	$ 743,171.81	$ 674,131.18	$ 725,522.32	$ 712,956.19	$ 517,623.85	$ 620,047.11	$ 626,455.30	$ 599,721.32	$ 594,666.10	$ 722,868.38	$ 7,660,336.98
PrePaid Back pay					$ 118,567.00								$ 118,567.00
Wireless Carrier xfer					$ 255,594.00								$ 255,594.00
2017	$ 680,994.05	$ 649,029.93	$ 810,751.53	$ 695,361.11	$749,256.32	$ 833,344.09	$ 557,280.60	$ 599,817.91	$ 566,629.95	$ 618,246.90	$ 614,106.20	$ 754,806.21	$ 8,129,624.80
2018	$ 1,522,691.96	$ 1,173,178.13	$ 1,337,153.75	$ 1,203,123.36	$ 1,215,516.34	$ 1,202,131.11	$ 1,188,947.34	$ 1,258,080.66	$ 1,162,776.33	$ 1,228,103.25	$ 1,158,413.81	$ 1,237,539.40	$ 14,887,655.44
2019	$ 1,176,781.81	$ 1,124,652.57	$ 1,265,128.93	$ 1,168,117.80	$ 1,203,652.90	$ 1,170,171.21	$ 1,212,817.56	$ 1,191,630.05	$ 1,159,547.61	$ 1,303,891.19	$ 1,282,359.45	$ 1,271,244.04	$ 14,529,995.12
2020	$ 1,237,988.13	$ 1,173,880.52	$ 1,280,265.88	$ 1,213,090.68	$ 1,224,007.79	$ 1,287,371.61	$ 1,266,405.76	$ 1,151,538.31	$ 1,144,938.67	$ 1,139,491.71	$ 1,143,518.88	$ 1,189,281.74	$ 14,451,779.68
2021	$ 1,175,626.22	$ 1,114,241.24	$ 1,333,912.53	$ 1,166,022.22	$ 1,154,554.99	$ 1,178,282.73	$ 1,213,170.06	$ 1,149,140.27	$ 1,131,666.06	$ 1,191,512.63	$ 1,104,147.61	$ 1,236,187.16	$ 14,148,463.72
2022	$ 1,175,917.91	$ 1,087,494.93	$ 1,254,382.66	$ 1,167,246.40	$ 1,214,648.99	$ 1,383,485.38	$ 1,193,122.77	$ 1,205,441.29	$ 1,164,779.92	$ -	$ -	$ -	$ 10,846,520.25
NG9-1-1 Withholding (1x)			$ 2,348,343.23										$ 2,348,343.23
2023	$ 1,174,384.35		$ 1,179,289.89	$ 1,239,871.71	$ 1,160,437.01	$ 1,072,172.19	$ 1,285,081.08	$ 1,178,132.95	$ 1,233,355.83	$ 1,227,343.85	$ 2,367,619.76		$ 13,117,688.62
NG9-1-1 Withholding (1x)											$ 2,601,413.84		$ 2,601,413.84
2024	$ 1,166,094.82	$ 1,178,650.54	$ 2,387,090.19		$ 1,307,137.14	$ 1,041,953.80	$ 1,217,316.64	$ 1,365,561.66	$ 1,157,731.43				$ 10,821,536.22
NG9-1-1 Withholding (1x)							$ 2,361,360.11						

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
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File #: 24-2211 **Agenda Date:** 10/9/2024 **Agenda #:** 6.B.2.

EQUALIZATION SURCHARGE AND REVENUE REPORT FOR FY24

FY24 — REVENUE BY FISCAL YEAR

Equalization $ Remitted for:		Sep 23	Oct 23	Nov & Dec 23		Jan 24	Feb 24	Mar 24						
Month Received:	Dec 23	Jan 24	Feb 24	Mar 24	Apr 24	May 24	Jun 24	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	TOTALS
State Disbursement		$ 1,166,094.82	$ 1,178,650.54	$ 2,387,090.19		$ 1,307,137.14	$ 1,041,953.80	$ 1,217,316.64	$ 1,365,561.66				$ 9,663,804.79
NG9-1-1 Withholding (1x)								$ 2,361,360.11					$ 2,361,360.11
Misc. Payments	$ 709.50	$ 47.74			$ 73.04								$ 830.28
PRMS Reimbursement													$ -
Grant Reimbursement													$ -
Sale of Assets		$ 2,000.00						$ 284,500.00	$ 2,500.00				$ 289,000.00
CAD Interface Reimbursement	$ 150.00	$ 829.00							$ 14,669.84				$ 15,648.84
FSA Optional Equip Reimbursement													$ -
DEDIRS Reimbursement					$ 32,656.40								$ 32,656.40
Investment Earnings						$ 921,077.00							$ 921,077.00
Total	**$ 859.50**	**$ 1,168,971.56**	**$ 1,178,650.54**	**$ 2,387,090.19**	**$ 32,729.44**	**$ 2,228,214.14**	**$ 1,041,953.80**	**$ 3,863,176.75**	**$ 1,382,731.50**	**$ -**	**$ -**	**$ -**	**$ 13,284,377.42**

FY23 — REVENUE BY FISCAL YEAR

Equalization $ Remitted for:	Aug 22	Sep 22	Oct 22	Nov 22	Dec 22	Jan 23	Feb 23	Mar 23	Apr 23	May 23	Jun 23	Jul & Aug 23	
Month Received:	Dec 22	Jan 23	Feb 23	Mar 23	Apr 23	May 23	Jun 23	Jul 23	Aug 23	Sept 23	Oct 23	Nov 23	TOTALS
State Disbursement	$ 1,205,441.29	$ 1,164,779.92	$ 1,174,384.35	$ 1,179,289.89	$ 1,239,871.71	$ 1,160,437.01	$ 1,072,172.19	$ 1,285,081.08	$ 1,178,132.95	$ 1,233,355.83	$ 1,227,343.85	$ 2,367,619.76	$ 15,487,909.83
NG9-1-1 Withholding (1x)												$ 2,601,413.84	$ 2,601,413.84
Misc. Payments								$ 28,485.24		$ 2,400.00			$ 30,885.24
PRMS Reimbursement												$ 623,289.00	$ 623,289.00
Sale of Assets						$ 12,500.00			$ 2,500.00	$ 4,000.00			$ 19,000.00
CAD Interface Reimbursement									$ 21,497.00	$ 9,139.80	$ 3,145.20	$ 3,616.00	$ 37,398.00
FSA Optional Equip Reimbursement			$ 3,800.00	$ 10,970.00		$ 21,500.00					$ 575.00		$ 36,845.00
DEDIRS Reimbursement		$ 9,827.28		$ 17,000.00		$ 19,150.18							$ 45,977.46
Total	**$ 1,205,441.29**	**$ 1,174,607.20**	**$ 1,178,184.35**	**$ 1,207,259.89**	**$ 1,239,871.71**	**$ 1,213,587.19**	**$ 1,072,172.19**	**$ 1,313,566.32**	**$ 1,202,129.95**	**$ 1,248,895.63**	**$ 1,231,064.05**	**$ 5,595,938.60**	**$ 18,882,718.37**

FY22

Equalization $ Remitted for:	Aug & Sep 21		Oct & Nov 21	Dec 21	Jan 22	Feb 22	Mar 22	Apr 22		May 22	Jun & Jul 22		
Month Received:	Dec 21	Jan 22	Feb 22	Mar 22	Apr 22	May 22	Jun 22	Jul 22	Aug 22	Sept 22	Oct 22	Nov 22	TOTALS
Total	**$ 2,281,331.33**	**$ 283,343.34**	**$ 2,295,684.39**	**$ 1,236,187.16**	**$ 1,180,527.91**	**$ 1,148,317.36**	**$ 3,628,564.29**	**$ 1,195,731.64**	**$ 1,783.40**	**$ 1,217,048.99**	**$ 2,588,679.15**	**$ -**	**$ 17,057,198.96**

FY21

Equalization $ Remitted for:	Aug 20	Sep 20	Oct & Nov 20	Dec 20	Jan 21	Feb 21	Mar 21	Apr 21	May 21		Jun 21	Jul 21	
Month Received:	Dec 20	Jan 21	Feb 21	Mar 21	Apr 21	May 21	Jun 21	Jul 21	Aug 21	Sept 21	Oct 21	Nov 21	TOTALS
Total	**$ 1,151,538.31**	**$ 1,172,211.67**	**$ 2,283,028.54**	**$ 1,189,281.74**	**$ 1,183,771.22**	**$ 1,129,498.24**	**$ 1,340,002.97**	**$ 1,166,522.22**	**$ 1,162,663.88**	**$ 32,062.24**	**$ 1,178,282.73**	**$ 1,337,665.72**	**$ 14,326,529.48**

FY20

Equalization $ Remitted for:	Aug & Sep 2019		Oct 2019	Nov 2019	Dec 2019	Jan 2020	Feb 2020	Mar 2020	Apr 2020	May 2020	Jun & Jul 2020		
Month Received:	Dec 19	Jan 20	Feb 20	Mar 20	Apr 20	May 20	Jun 20	Jul 20	Aug 20	Sept 20	Oct 20	Nov 20	TOTALS
Total	**$ 2,372,557.66**	**$ 237,970.24**	**$ 1,303,902.24**	**$ 1,282,440.05**	**$ 1,289,985.71**	**$ 1,416,758.41**	**$ 1,187,415.00**	**$ 1,336,415.71**	**$ 1,335,142.56**	**$ 1,264,789.84**	**$ 2,554,594.67**	**$ 49,641.50**	**$ 15,631,613.59**

FY19

Equalization $ Remitted for:	Sep 2018	Oct 2018	Nov 2018	Dec 2018	Jan 2019	Feb 2019	Mar 2019	Apr 2019	May 2019	Jun 2019	Jul 2019	Aug 2019	
Month Received:	Dec 18	Jan 19	Feb 19	Mar 19	Apr 19	May 19	Jun 19	Jul 19	Aug 19	Sept 19	Oct 19	Nov 19	TOTALS
Total	**$ 1,163,697.11**	**$ 1,228,103.25**	**$ 1,158,413.81**	**$ 1,237,539.40**	**$ 1,185,868.21**	**$ 1,214,820.52**	**$ 1,265,128.93**	**$ 1,168,117.80**	**$ 1,203,652.90**	**$ 1,170,171.21**	**$ 1,212,817.56**	**$ 1,642,301.51**	**$ 14,850,632.21**

FY18

Equalization $ Remitted for:	Aug 2017	Sep 2017	Oct 2017	Nov 2017	Dec 2017	Jan & Feb 2018	Mar 2018	Apr 2018	May 2018	Jun 2018	Jul 2018	Aug 2018	
Month Received:	Dec 17	Jan 18	Feb 18	Mar 18	Apr 18	May 18	Jun 18	Jul 18	Aug 18	Sept 18	Oct 18	Nov 18	TOTALS
Total	**$ 599,817.91**	**$ 566,629.95**	**$ 618,246.90**	**$ 614,106.20**	**$ 754,806.21**	**$ 2,695,870.09**	**$ 1,337,153.75**	**$ 1,203,123.36**	**$ 1,215,516.34**	**$ 1,202,131.11**	**$ 1,188,947.34**	**$ 1,258,080.66**	**$ 13,254,429.82**

FY17

Equalization $ Remitted for:	Jul & Aug 2016	Sep 2016	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017	Jun 2017	Jul 2017	
Month Received:	Dec 16	Jan 17	Feb 17	Mar 17	Apr 17	May 17	Jun 17	Jul 17	Aug 7	Sept 17	Oct 17	Nov 17	TOTALS
Total	**$ 1,246,502.41**	**$ 599,721.32**	**$ 594,666.10**	**$ 1,097,049.38**	**$ 681,034.05**	**$ 649,029.93**	**$ 810,751.53**	**$ 723,846.35**	**$ 695,361.11**	**$ 833,344.09**	**$ 557,280.60**	**$ 599,817.91**	**$ 8,832,810.78**

FY16

Equalization $ Remitted for:							Jan & Feb 2016	Mar 2016	Apr 2016	May 2016	Jun 2016		
Month Received:	Dec 15	Jan 16	Feb 16	Mar 16	Apr 16	May 16	Jun 16	Jul 16	Aug 16	Sept 16	Oct 16	Nov 16	TOTALS
Total	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,123,587.68	$ 743,609.37	$ 674,806.22	$ 726,277.16	$ 713,088.37	$ 518,118.75	$ 4,499,487.55

EQUALIZATION SURCHARGE HISTORY

Month of	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2016	$ 580,655.87	$ 542,517.55	$ 743,171.81	$ 674,131.18	$ 725,522.32	$ 712,956.19	$ 517,623.85	$ 620,047.11	$ 626,455.30	$ 599,721.32	$ 594,666.10	$ 722,868.38	$ 7,660,336.98
PrePaid Back pay					$ 118,567.00								$ 118,567.00
Wireless Carrier xfer					$ 255,594.00								$ 255,594.00
2017	$ 680,994.05	$ 649,029.93	$ 810,751.53	$ 695,361.11	$749,256.32	$ 833,344.09	$ 557,280.60	$ 599,817.91	$ 566,629.95	$ 618,246.90	$ 614,106.20	$ 754,806.21	$ 8,129,624.80
2018	$ 1,522,691.96	$ 1,173,178.13	$ 1,337,153.75	$ 1,203,123.36	$ 1,215,516.34	$ 1,202,131.11	$ 1,188,947.34	$ 1,258,080.66	$ 1,162,776.33	$ 1,228,103.25	$ 1,158,413.81	$ 1,237,539.40	$ 14,887,655.44
2019	$ 1,176,781.81	$ 1,124,652.57	$ 1,265,128.93	$ 1,168,117.80	$ 1,203,652.90	$ 1,170,171.21	$ 1,212,817.56	$ 1,191,630.05	$ 1,159,547.61	$ 1,303,891.19	$ 1,282,359.45	$ 1,271,244.04	$ 14,529,995.12
2020	$ 1,237,988.13	$ 1,173,880.52	$ 1,280,265.88	$ 1,213,090.68	$ 1,224,007.79	$ 1,287,371.61	$ 1,266,405.76	$ 1,151,538.31	$ 1,144,938.67	$ 1,139,491.71	$ 1,143,518.88	$ 1,189,281.74	$ 14,451,779.68
2021	$ 1,175,626.22	$ 1,114,241.24	$ 1,333,912.53	$ 1,166,022.22	$ 1,154,554.99	$ 1,178,282.73	$ 1,213,170.06	$ 1,149,140.27	$ 1,131,666.06	$ 1,191,512.63	$ 1,104,147.61	$ 1,236,187.16	$ 14,148,463.72
2022	$ 1,175,917.91	$ 1,087,494.93	$ 1,254,382.66	$ 1,167,246.40	$ 1,214,648.99	$ 1,383,485.38	$ 1,193,122.77	$ 1,205,441.29	$ 1,164,779.92	$ -	$ -	$ -	$ 10,846,520.25
NG9-1-1 Withholding (1x)			$ 2,348,343.23										$ 2,348,343.23
2023	$ 1,174,384.35		$ 1,179,289.89	$ 1,239,871.71	$ 1,160,437.01	$ 1,072,172.19	$ 1,285,081.08	$ 1,178,132.95	$ 1,233,355.83	$ 1,227,343.85	$ 2,367,619.76		$ 13,117,688.62
NG9-1-1 Withholding (1x)											$ 2,601,413.84		$ 2,601,413.84
2024	$ 1,166,094.82	$ 1,178,650.54	$ 2,387,090.19		$ 1,307,137.14	$ 1,041,953.80	$ 1,217,316.64	$ 1,365,561.66					$ 9,663,804.79
NG9-1-1 Withholding (1x)							$ 2,361,360.11						

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
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File #: 24-2212 **Agenda Date:** 10/9/2024 **Agenda #:** 6.C.1.

DU PAGE COUNTY

ETSB - Policy Advisory Committee

Draft Summary

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

Monday, August 5, 2024 **8:15 AM** **Room 3500A**

Join Zoom Meeting

https://us02web.zoom.us/j/89926773353?pwd=VPuDtEJC7JvA9BFb1oKwKc6Itu6g81.1

Meeting ID: 899 2677 3353

Passcode: 130254

1. CALL TO ORDER

8:15 AM meeting was called to order by Chair Dina at 8:15 AM.

2. ROLL CALL

Attendees:
Linda Zerwin, DuPage Emergency Telephone System Board, non-voting
Member Matt Theusch, DuPage Emergency Telephone System Board
Gregg Taormina, DuPage Emergency Telephone System Board
Eve Kraus, DuPage Emergency Telephone System Board
Erik Maplethorpe, DU-COMM John Nebl, OHSEM
John Nebl, OHSEM
Pat Tanner, West Chicago Fire
Jim Connolly, Village of Addison (Remote)
Colin Fleury, West Chicago PD (Remote)
Tom Gallahue, ILEAS (Remote)
Marilu Hernandez, ACDC (Remote)
Jim McGreal, Downers Grove PD (Remote)
Allison Murphy, DMMC (Remote)
Bob Murr, COD (Remote)
Mike Rivas, Villa Park PD (Remote)

On roll call, Members Dina, Benjamin, Burmeister, and Johl were present, which constituted a quorum. There was one vacancy.

PRESENT	Dina, Johl, Benjamin, and Burmeister
ABSENT	Selvik

3. PUBLIC COMMENT

There was no public comment.

4. CHAIRMAN'S REMARKS - CHAIR DINA

Chair Dina announced that this would be his last PAC meeting, that August 15 is his effective resignation date. He said he tendered his resignation because his views do not necessarily align

with the views of the organization that he represents. Chair Dina said that Chief Rivas also tendered his resignation, effective immediately, for similar reasons.

Chair Dina then introduced Chief Fleury from West Chicago PD. He said Chief Fleury's appointment would be on the ETS Board agenda for approval next week Wednesday. No communication had been received from DU-COMM as of yet as to who would replace Chief Dina as the Fire Representative.

5. MEMBERS' REMARKS

Member Benjamin said that DU-COMM's Chief Operations Committee as well as their Board of Directors voted not to proceed renaming their main dispatch talkgroups. He said he had nothing to present, nothing written yet, but advised he would be bringing it forward and that it would only affect DU-COMM's talkgroups, that they were not looking to affect ACDC's. Member Johl asked Member Benjamin to have an alternative ready for next month as this affects how they program radios. Member Johl said that if it was only the main dispatch talkgroups they were not changing, that all else would stay the same as in the plan that was approved then he did not believe it would be a big deal, but if DU-COMM is making any other changes to the naming conventions in the plan, then that information would need to be known sooner rather than later. Member Benjamin replied that he understood.

6. CONSENT ITEMS

6.A. **24-2014**

DEDIR System July Maintainer Report

Ms. Zerwin said that the last chart, the Push to Talk chart, was a bit askew in that some of the names cut off and the Grade of Service chart was missing the column headers. Ms. Zerwin said the information is accurate, and that the charts would be repeated in next month's report.

Attachments: Motorola System Manager Report 7-30-24.pdf

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Eric Burmeister
SECONDER:	Pat Johl

6.B. **24-2013**

ETSB PAC Minutes - Regular Meeting - Monday, July 1, 2024

Attachments: 2024-07-01 PAC Minutes Summary.pdf

RESULT:	ETSB RECEIVED AND PLACED ON FILE
MOVER:	Pat Johl
SECONDER:	Tyler Benjamin

7. COMMITTEE APPROVAL REQUIRED

7.A. **24-1981**
Lombard Fire WAVE Application

Attachments: Lombard Fire WAVE Application_Redacted.pdf

RESULT:	APPROVED
MOVER:	Eric Burmeister
SECONDER:	Pat Johl

8. DEDIR SYSTEM

8.A. Police

Ms. Zerwin referenced the DEDIRS Radio Update memorandum which was disseminated to the Members and asked that it be sent to Chief Fleury to follow along in the discussion. She said ETSB staff would be providing this memorandum to the ETS Board to provide an overview and update on the radio replacement project. Ms. Zerwin then reviewed the details of the memorandum.

Chair Dina asked if the police side has any APX8500 mobiles and whether the interference issue affects their operations. Ms. Zerwin said there were a few and Mr. Theusch replied the police mobile radios were all single band. Ms. Zerwin said those radios could remain in service, as is. Chair Dina then asked who would do the upgrades on the APX7500 mobile radios. Ms. Zerwin replied that the Motorola System Manager, Andy Saucedo, would perform the upgrade. Chair Dina asked if an agency could have one APX8500 and one APX6500 and what the configuration would be. Ms. Zerwin said those kinds of questions had been sent to Motorola.

Ms. Zerwin then requested that the memo not be widely distributed until it was shared with the ETS Board.

Chief Fleury asked about how many APX4000 radios would need to be reprogrammed. Ms. Zerwin replied that there are approximately 500 in the system, half of which are in the jail.

8.A.1. Encryption Update

8.B. Fire

Chair Dina said a Fire Focus Group meeting would be scheduled to review the options to consider with the mobile radios, as well as how the channel renaming would look and the templates. Chair Dina said that when there are ideas such as this, someone has to do the work. He said that Fire Focus has put in hundreds, if not thousands, of hours of work into the current template. As an example, Chair Dina said that at the last Fire Focus Group meeting, changing the number of characters in the radios was discussed, but somebody has to make those changes to the template.

9. OLD BUSINESS

There was no old business.

10. NEW BUSINESS

There was no new business.

11. ADJOURNMENT

11.A. Next Meeting: Monday, September 9 at 8:15am in Room 3-500A

Member Burmeister made a motion to adjourn the meeting at 8:35am, seconded by Member Benjamin. On voice vote, motion carried.

Respectfully submitted,

Eve Kraus

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

File #: 24-2527 **Agenda Date:** 10/9/2024 **Agenda #:** 6.C.2.

DU PAGE COUNTY

ETSB - Policy Advisory Committee

Draft Summary

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

Monday, September 9, 2024 **8:15 AM** **Room 3500A**

Join Zoom Meeting

https://us02web.zoom.us/j/87468873968?pwd=PGY5DR7fKueNqNoRzKqD9hptibwVdp.1

Meeting ID: 874 6887 3968

Passcode: 260760

1. CALL TO ORDER

8:15 AM meeting was called to order by Chair Selvik at 8:15 AM.

PRESENT	Selvik, Johl, Burmeister, Clark, and Fleury
REMOTE	Benjamin

2. ROLL CALL

Attendees:
Linda Zerwin, DuPage Emergency Telephone System Board, non-voting
Member Matt Theusch, DuPage Emergency Telephone System Board
Gregg Taormina, DuPage Emergency Telephone System Board
Jim Connolly, Village of Addison
Marilu Hernandez, ACDC
Nick Kottmeyer, County Board Office
Erik Maplethorpe, DU-COMM
Bill Srejma, ACDC
John Sullivan, Addison Fire
Jan Barbeau, State's Attorney's Office (Remote)
Zach Finfrock, Clarendon Hills PD (Remote)
Anthony Macaluso, Itasca PD (Remote)
Allison Murphy, DMMC (Remote)
Bob Murr, COD (Remote)
Tom Stefanson, Woodridge PD (Remote)

On roll call, Members Selvik, Benjamin (Remote, 8:17am), Burmeister, Clark, Fleury, and Johl were present, which constituted a quorum.

3. PUBLIC COMMENT

There was no public comment.

4. CHAIRMAN'S REMARKS - CHAIR DINA

Chair Selvik acknowledged the service of the previous PAC Chair Dina and Member Rivas and welcomed new Members Clark and Fleury.

5. MEMBERS' REMARKS

There were no Members' remarks.

6. CONSENT ITEMS

Member Benjamin entered the meeting remotely at 8:17am.

Chair Selvik stated a request that was made to allow remote participation for Member Benjamin. Under Section 7a of the Open Meetings Act, If a quorum of the members of the public body is physically present as required by Section 2.01, a majority of the public body may allow a member of that body to attend the meeting by other means if the member is prevented from physically attending because of: (I) personal illness or disability; (ii) employment purposes or the business of the public body; or (iii) a family or other emergency. A motion was made by Vice Chair Johl, seconded by Member Clark to allow Member Benjamin to remotely participate via Zoom. On voice vote, motion carried.

Chair Selvik asked for a motion to combine Consent Agenda Items A/ Minutes Approval Policy Advisory Committee for August 5; B/DEDIR System July Maintainer Report - Corrected; C/DEDIRS System August Maintainer Report. Member Burmeister motioned, seconded by Vice Chair Johl. On voice vote, all Members voted "Aye", motion carried.

Chair Selvik asked for a motion to approve Consent Agenda Items A/ Minutes Approval Policy Advisory Committee for August 5; B/DEDIR System July Maintainer Report - Corrected; C/DEDIRS System August Maintainer Report. Vice Chair Johl motioned, seconded by Member Burmeister. On voice vote, all Members voted "Aye", motion carried.

6.A. **24-2212**
ETSB PAC Minutes - Regular Meeting - Monday, August 5, 2024

Attachments: 2024-08-05 PAC Minutes Summary.pdf

6.B. **24-2426**
DEDIR System July Maintainer Report - Corrected

Attachments: Motorola System Manager Report 7-30-24 corrected.pdf

6.C. **24-2415**
DEDIR System August Maintainer Report

Attachments: Motorola System Manager Report 9-2-24.pdf

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Pat Johl
SECONDER:	Eric Burmeister
AYES:	Selvik, Johl, Benjamin, Burmeister, Clark, and Fleury

7. COMMITTEE APPROVAL REQUIRED

7.A. **24-2413**

Clarendon Hills Fire WAVE Application

Ms. Zerwin said that WAVE applications per the policy could be approved by PAC, they do not require approval from the ETS Board. Ms. Zerwin explained that since ETSB is the STARCOM agency, applications come up through the ETSB process before the application is submitted for STARCOM processing and confirmed there is zero cost to ETSB, the monthly charges are paid by the agency requesting access. It was also confirmed there are three (3) users requesting access from Clarendon Hills Fire.

Attachments: CHF DEDIRS WAVE Application 9.3.24_Redacted.pdf

RESULT:	APPROVED
MOVER:	Chris Clark
SECONDER:	Pat Johl

8. PARENT COMMITTEE APPROVAL REQUIRED

8.A. **24-2414**

Police and Fire Templates

Chair Selvik said there were templates sent out with the agenda for police and fire that came from the focus groups. Chair Selvik said that the version that went out to the Police Chiefs Association was a previous version that has been adjusted. He said the goal would be to have the templates recommended for approval by the October ETS Board meeting. Chair Selvik opened the item for discussion. Vice Chair Johl spoke for the Fire Focus Group and said they recommended many of the changes at their last meeting but that the template was not really done until this last week as they were waiting on the Police Focus template to be completed, as well. He said there is a Fire Focus meeting after the PAC today and asked that the item be tabled until the next PAC meeting so this could again be reviewed by Fire Focus, operations, PSAPs, and Chiefs to ensure all parties are good with the revisions.

Chair Selvik said the Police Focus Group would most likely also have another meeting, that the template had been run through ACDC member agencies and said Chief Fleury had had discussions with DU-COMM member agencies. Chair Selvik thought a final round of Focus Group discussions would be sufficient to have this item ready for October.

Member Benjamin said there were two minor changes being requested by the DuPage County Sheriff's Office but that if this was being tabled to go through the focus groups, they could be dealt with there. Ms. Zerwin said if he knows the changes, it would be best to make them now so the changes can be discussed and reviewed by all parties. Member

Fleury said there would be a request to close the investigative channels and inquired through whom the request would come, through ETSB or through DU-COMM, would it be approved by the PAC? Ms. Zerwin said it was an operational question but there would most likely be an overarching ETSB policy but would go through the PSAPs operationally. Chair Selvik said this request should be included with the PAC's recommendation. The discussion went back to the channel the Sheriff's Office was asking to change and it was noted that both changes were already reflected in the most current version of the templates. Chair Selvik asked Member Benjamin if there were any other changes. Member Benjamin responded that he believed those were the only two from the Sheriff.

Chair Selvik inquired if there were any questions from any agencies who were attending the meeting online. Chief Stefanson from Woodridge PD responded that the templates looked good to him. Member Connolly referenced the Sheriff's request from above and said any requested changes should keep in mind the difficulties of Viqi, the voice command module of the APXNext model radios, to recognize complicated naming conventions.

Ms. Zerwin mentioned that between this meeting and the October meeting, Mr. Theusch would be holding a DEDIR System podcast and the templates would be an agenda item for agencies to ask questions. Ms. Zerwin also said that to add to Mr. Connolly's comment regarding Viqi's limitations, what the name looks like and how it is spoken can be different so adjustments may need to be made because of spacing limitations and such. A discussion ensued on the names and how they are read in terms of policy, standardization, and ease of use, and how the recommendation to the ETS Board would allow for the PAC and focus groups to adjust, as needed, to make operational corrections within the spirit of the templates.

Member Clark inquired into whether under encryption the agencies with question marks needs to be completed before approval. Chair Selvik felt the naming conventions need to be completed and it would be ideal to have them ironed out, but not necessary. Vice Chair Johl asked that whatever channels fire would have access to that will be encrypted be spelled out so they know where these channels will fall within their templates and the fire radios can be programmed correctly and rolled out.

Ms. Zerwin asked if there could be discussion on outside agency access to encryption and Northwest Central Dispatch (NWCD) agencies moving to encryption on the fire side. Vice Chair Johl began the discussion saying a communication had been received from the Chief of Elk Grove Village because of police officer safety concerns as people are listening to the fire channels and tracking the movement of police on fire calls. He said NWCD would like to move in that direction but had not yet taken those steps, but that encryption would need to be shared both ways between the bordering agencies and NWCD. Ms. Zerwin said DuPage has the capabilities to move to encryption with NWCD, but that other outside agencies with access for mutual aid on any of the borders of DuPage are not yet equipped to move to encryption on the fire side along with DuPage and that difficulties will be encountered. Mr. Connolly said that there were two new joint secure ops channels created for fire so that there was a secure place for fire and police to

work together to minimize this issue. He continued saying that half the Interops and Unifieds were proposed to be encrypted so users could be moved to the encrypted channels and when outside agencies have that capability, they could join. Mr. Connolly said this is a partial solution and how well this works operationally will need to be determined. Vice Chair Johl said he suggested this plan to the fire chief at NWC Dispatch. He said they will have the same issues as DuPage, border agencies without encryption they work with every day, how are they going to talk to them?

Ms. Zerwin said this would be submitted to the ETS Board as one list as has been done in the past, and then tightened up to just the current talkgroup names and the revised names and whether they are being encrypted. Member Clark inquired into whether this list puts ETSB under the limit of Motorola talkgroup names where we should be. Mr. Connolly said this brings the count to 149 with one spare and removes one public works talkgroup, assuming they not keep any Countywide FD talkgroups.

There were no further questions of comments. Vice Chair Johl made a motion to amend the approval and table this item until the October 7 PAC meeting. Member Fleury seconded the motion. On voice vote, all Members voted "Aye", motion carried.

RESULT:	TABLED
MOVER:	Pat Johl
SECONDER:	Colin Fleury

9. DEDIR SYSTEM

9.A. Police

9.A.1. Encryption Update

Ms. Zerwin said this project has become more complicated and that assistance was asked of Motorola. She said a proposal had been received for review. Ms. Zerwin said it would most likely come through PAC in October and then the ETS Board. She said the proposal was based from information from the focus groups and assistance the Motorola System Manager felt he needs. Ms. Zerwin said that aside from the evolving encryption plan itself, the important question is how to roll this plan out to the police agencies as their radios are already deployed and the best way to key load. She said there were DEDIR System representatives trained in encryption and they would be reviewing the proposal. Ms. Zerwin felt that paying for assistance would be worth encryption being rolled out the right way. She said she may try to get additional personnel, as well, to assist with the process, but that it may depend on the mobile situation. Ms. Zerwin was unsure of whether this could be completed by the end of this year and that finalizing the encryption plan is part of that process. She said there is a question of whether this service proposal would be part of the radio change order or a new contract paid separately. Chair Selvik felt that any outstanding questions could be cleared up with the focus groups and spelled out in time for the October meeting.

9.B. Fire

There was nothing further to discuss.

10. OLD BUSINESS

There was no old business.

11. NEW BUSINESS

There was no new business.

12. ADJOURNMENT

12.A. Next Meeting: Monday, October 7 at 8:15am in Room 3-500A

Vice Chair Johl made a motion to adjourn the meeting at 8:46am, seconded by Member Clark. On voice vote, motion carried.

Respectfully submitted,

Eve Kraus

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

File #: 24-2051 **Agenda Date:** 10/9/2024 **Agenda #:** 6.D.1.

DU PAGE COUNTY

ETSB - Ad Hoc Finance Committee

Final Summary

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

Wednesday, July 10, 2024 **9:30 AM** **Room 3500B**

Or immediately following the adjournment of the ETS Board meeting

Join Zoom Meeting

https://us02web.zoom.us/j/85093825469?pwd=YjdKVaUTg1OXXe3lbBj1lWfjneHbmu.1

Meeting ID: 850 9382 5469

Passcode: 343550

1. CALL TO ORDER

9:30 AM meeting was called to order by Chair Schwarze at 9:32 AM.

2. ROLL CALL

ETSB STAFF:
Linda Zerwin
Matt Theusch
Gregg Taormina
Eve Kraus
Brian Kopas (Remote)

COUNTY CLERK:
Kathy King, Deputy County Clerk

STATE'S ATTORNEY:
Mark Winistorfer

ATTENDEES:
Jan Barbeau, State's Attorney's Office
Marilu Hernanadez, ACDC
Nick Kottmeyer, County Board Office
Anthony McPhearson, County CIO
Rachel Bata, Roselle PD (Remote)
Jim McGreal, Downers Grove PD (Remote)
Alison Murphy, DMMC (Remote)
Michael Lorek, Darien PD (Remote)
Thomas Packard, County Finance (Remote)

On roll call, Members Schwarze, Guttman, Henry, Maranowicz, Robb, Srejma, and Yoo were present.

PRESENT	Schwarze, Guttman, Henry, Maranowicz, Robb, Srejma, and Yoo

3. PUBLIC COMMENT

There was no public comment.

4. CHAIRMAN'S REMARKS - CHAIR SCHWARZE

Chair Schwarze thanked the Members for participating in the fourth annual Ad Hoc Finance Committee.

5. FY24 Mid-Year Budget Review

5.A. **24-1963**
Mid-Year Budget Review

There was no discussion on this item.

Attachments: FY24 Mid-Year Budget Review.pdf

6. FY25 BUDGET

Chair Schwarze turned the meeting over to Ms. Zerwin. A presentation was shared on-screen to supplement a memorandum that had been distributed to the Members. The slides of the presentation are attached to these minutes. Ms. Zerwin provided a review of the slides which showed a decrease of $1.9M to the overall budget. She explained, however, that last year an additional $2M had been carried over for the IGA so once that amount is removed, the budget is in line with the effects of some of the contracts and operational decisions still to be determined. The second slide demonstrated that costs are primarily focused on the systems and support of the 9-1-1 system, as opposed to personnel. Ms. Zerwin continued with detailed explanations of each of the slides including personnel, commodities, and contractual lines of the budget.

Discussion ensued as Members asked questions about specific costs and line items. These discussions included the FY23 headcount that was added pending the Attorney General opinion regarding the focus groups and whether they fall under the purview of the Open Meetings Act (OMA) and whether the role of additional personnel could instead fall under contractual services or services rendered by artificial intelligence, whether there is enough work for an additional full-time employee, or if the focus groups should be brought back under the agenda of the Policy Advisory Committee (PAC). ASA Winistorfer recommended that Board consider moving forward with staffing based guidance from OMA standards. Ms. Zerwin indicated that there would be no problem having sufficient work for an additional staff member as no one at ETSB puts in less than 40 hours per week.

There was discussion regarding the movement of servers from capital contingencies to small value, PSAP training costs, contract maintenance costs, RapidSOS Premium, the CAD-to-CAD project and its efficiencies and the potential effect of NextGen 9-1-1, and the history of the contingencies account and the question of whether a budget amendment could instead be utilized, if necessary.

Chair Schwarze asked if the next Ad Hoc Finance Committee meeting was scheduled after the August 14 board meeting, would be sufficient time to prepare for discussions on capital projects.

Ms. Zerwin felt that a lot of outstanding questions would be answered by that time to make the meeting productive. Member Guttman asked that a future meeting include details on staff time spent on agency requests that dedicate staff time beyond what was expected and his concern that agencies should be charged for staff time spent on such projects.

24-2052
ETSB Budget Overview

Attachments: ETSB Budget Overview July 10 2024.pdf

7. OLD BUSINESS

There was no old business.

8. NEW BUSINESS

There was no new business.

9. ADJOURNMENT

9.A. Next Meeting

Chair Schwarze confirmed the next meeting would be on Wednesday, August 14 at 9:30am or immediately following the adjournment of the ETS Board meeting.

Chair Schwarze asked for a motion to adjourn. Member Guttman motioned, seconded by Member Yoo. The meeting of the Ad Hoc Finance Committee was adjourned at 10:24am.

Respectfully submitted,

Eve Kraus

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

File #: 24-2400 **Agenda Date:** 10/9/2024 **Agenda #:** 6.D.2.

DU PAGE COUNTY

ETSB - Ad Hoc Finance Committee

Draft Summary

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

Wednesday, August 14, 2024 **9:30 AM** **Room 3500B**

Or immediately following the adjournment of the ETS Board meeting

Join Zoom Meeting

https://us02web.zoom.us/j/88219162968?pwd=SgRDIcdK46gCbaLWSxEKmbx9U97RLU.1

Meeting ID: 882 1916 2968

Passcode: 463734

1. CALL TO ORDER

9:30 AM meeting was called to order by Chair Schwarze at 10:51 AM.

2. ROLL CALL

ETSB STAFF:
Linda Zerwin
Matt Theusch
Eve Kraus

STATE'S ATTORNEY:
Mark Winistorfer

ATTENDEES:
Alison Murphy, DMMC (Remote)

On roll call, Members Schwarze, Henry, Maranowicz, Robb, and Srejma were present.

PRESENT	Schwarze, Henry, Maranowicz, Robb, and Srejma
ABSENT	Guttman, and Yoo

3. PUBLIC COMMENT

There was no public comment.

4. CHAIRMAN'S REMARKS - CHAIR SCHWARZE

There were no remarks from Chair Schwarze.

5. CONSENT ITEMS

5.A. **24-2051**
ETSB Ad Hoc Finance Minutes - Regular Meeting - Wednesday, July 10, 2024

Attachments: 2024-07-10 ETSB Ad Hoc Finance Minutes Summary.pdf

RESULT:	ETSB RECOMMENDED FOR APPROVAL
MOVER:	William Srejma
SECONDER:	Jessica Robb

6. FY25 BUDGET

Chair Schwarze turned the meeting over to Ms. Zerwin. Ms. Zerwin referenced a capital projects memorandum which had been previously distributed to the Board. The memo has been incorporated into these minutes. She said there were four projects that had been requested for this year, two of which were carryovers from last year, Digital Fixed Station Interface (DFSI) and Multi-factor Authentication (MFI). She said the two new projects are the 10-digit dial phone system and CAD-to-CAD grant. Ms. Zerwin reviewed the background of the projects, the budget impact to capital and the maintenance projections, and the recommendations of staff. There was a brief discussion of the CAD-to-CAD grant as this would be a new technology and the costs were an estimate. A consensus was received in support of the recommendations of each project for the FY24 and FY5 budgets. Ms. Zerwin said the Cost of Living (COLA) had not yet been announced and a 3% multiplier had been budgeted. The additional staff position was also budgeted even if left unfilled. Discussion ensued around the mobile radios and the options and available solution.

Member Robb left the meeting at 11:08am.

There was discussion around scheduling a next meeting of the Ad Hoc Finance Committee.

7. OLD BUSINESS

There was no old business.

8. NEW BUSINESS

There was no new business.

9. ADJOURNMENT

9.A. Next Meeting

Without objection, the meeting of the ETSB Ad Hoc Finance Committee was adjourned at 11:12am.

Respectfully submitted,

Eve Kraus

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

File #: 24-2213 **Agenda Date:** 10/9/2024 **Agenda #:** 6.E.1.

DU PAGE COUNTY

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

ETSB - Emergency Telephone System Board

Draft Summary

Wednesday, August 14, 2024 **9:00 AM** **Room 3500B**

Join Zoom Meeting

https://us02web.zoom.us/j/87073797886?pwd=SMdGmqHWg6yB3lbDUwgnUNloYQGxdI.1

Meeting ID: 870 7379 7886

Passcode: 543738

1. CALL TO ORDER

9:00 AM meeting was called to order by Chair Schwarze at 9:00 AM.

2. ROLL CALL

ETSB STAFF:
Linda Zerwin
Matt Theusch
Gregg Taormina
Eve Kraus
Prithvi Bhatt (Remote)

COUNTY CLERK:
Kathy King, Deputy County Clerk

STATE'S ATTORNEY:
Mark Winistorfer

ATTENDEES:
Gwen Henry, County Treasurer
Ellen Smith, Chief Deputy Treasurer
Jan Barbeau, State's Attorney's Office
Tyler Benjamin, DU-COMM
Chris Clark, Glen Ellyn Fire
Andy Dina, Warrenville Fire
Don Ehrenhaft, County IT
Colin Fleury, West Chicago PD
Nancy Llaneta, County Finance
Anthony McPhearson, County CIO
Thomas Packard, County Finance
Fernando Perez, County IT
Jessica Robb, DU-COMM
Mike Rivas, Villa Park PD

Mike Sampey, Village of Addison
Roy Selvik, Addison PD
Pat Tanner, West Chicago Fire
Eric Burmeister, ACDC (Remote)
Todd Carlson, Hanover Park PD (Remote)
Pat Johl, Wood Dale Fire (Remote)
Andrew Johnson, Hanover Park PD (Remote)
Maggie Kuhlmann, Mark43 (Remote)
Ed Leinweber, Clarendon Hills PD (Remote)
Jim McGreal, Downers Grove PD (Remote)
Bret Mowery, York Center Fire (Remote)
Alison Murphy, DMMC (Remote)
Lisa Smith, State's Attorney's Office (Remote)
Will Sperling, Citizen (Remote)

On roll call, Members Schwarze, Franz, Eckhoff, Guttman, Kramer, Maranowicz, Schar, Srejma, Tillman, Toerpe, and Yoo were present. Member Swanson was absent.

PRESENT	Schwarze, Franz, Eckhoff, Guttman, Kramer, Maranowicz, Schar, Srejma, Tillman, Toerpe, and Yoo
ABSENT	Swanson

3. PUBLIC COMMENT

There was no public comment.

4. CHAIRMAN'S REMARKS - CHAIR SCHWARZE

Chair Schwarze recognized the ACDC Tactical Taskforce Telecommunicator Team: Operations Managers Michele Beebe, David Dobey, and John Waterman, Telecommunicators Grecia Flores, Lindsay Bukovic, Marissa Stevanovic, Taylor Hawkins, Sean Milnes, Kristina Iazzetto, Kit Willadsen, Chris Norton, Williams Kolberg, Sara Khalil, Reana Minor, Hayden Mootrey, and Renee Calzaretta for their Performance of Duty for their work in the tracking of a dangerous, heavily armed and organized crime ring that was responsible for numerous auto thefts, burglaries, and other crimes.

He then presented Proclamation ETS-911-034 acknowledging the contributions of Chief Michael Rivas of the Villa Park Police Department for one year and three months of hard work on the Policy Advisory Committee (PAC) as the DU-COMM Police Rep during the Radio Replacement Project including his service as Chair of the Police Focus Group. Chief Rivas thanked the members of the various committees he interacted with.

Chairman Schwarze presented Resolution ETS-911-0424 acknowledging the contributions of Chief Andy Dina of the Warrenville Fire Protection District for three years and three months of hard work on the Policy Advisory Committee (PAC) as the DU-COMM Fire Rep during the Radio Replacement Project including his service as Vice Chair and Chair of the PAC and Chair of the Fire Focus Group. Chief Dina thanked the Board for their support and said the thing he would miss the most are the people he met and worked with over the last three years.

Members Maranowicz, Franz, and Kramer thanked Chiefs Dina and Rivas for their authenticity and genuineness to the Board, for their leadership and recommendations, and for their time and effort, which does not go unnoticed. Chair Schwarze also expressed his gratitude for working towards their goal of making the communities safer.

4.A. Treasurer's Report

DuPage County Treasurer Gwen Henry introduced Chief Deputy Treasurer Ellen Smith who had a presentation on the ETS Board's investment accounts. The presentation was brought up on screen as Ms. Smith provided a overview of the current financial status of the ETSB. and the Treasurer's approach to managing the funds and the ETSB portfolio. Chair Schwarze asked the Members if they had any questions, to which there were none. The PowerPoint presentation is incorporated into these minutes.

24-2418
Investment Presentation

Attachments: Investment Presentation July 2024 - ETSB.pdf

5. MEMBERS' REMARKS

There were no Members' remarks.

6. CONSENT AGENDA

Chairman Schwarze asked for a motion to combine Consent Agenda Items A/ Monthly Report for August 14; B/ Revenue Report for August 14; C/ Minutes Approval Policy Advisory Committee for July 1; D/ Minutes Approval ETS Board for July 10. Member Yoo motioned, seconded by Member Srejma. On voice vote, all Members voted "Aye", motion carried.

Chairman Schwarze asked for a motion to approve Consent Agenda Items A/ Monthly Report for August 14; B/ Revenue Report for August 14; C/ Minutes Approval Policy Advisory Committee for July 1; D/ Minutes Approval ETS Board for July 10. Member Schar motioned, seconded by Member Guttman. On voice vote, all Members voted "Aye", motion carried.

6.A. Monthly Staff Report

6.A.1. **24-2011**
Monthly Report for August 14 Regular Meeting

Attachments: August 14 Meeting Monthly Report.pdf

6.B. Revenue Report 911 Surcharge Funds

6.B.1. **24-2012**
ETSB Revenue Report for August 14 Regular Meeting for Fund 5820/Equalization

Attachments: Revenue Report Regular Meeting 8.14.24.pdf

6.C. Minutes Approval Policy Advisory Committee

6.C.1. **24-2013**
ETSB PAC Minutes - Regular Meeting - Monday, July 1, 2024

Attachments: 2024-07-01 PAC Minutes Summary.pdf

6.D. Minutes Approval ETS Board

6.D.1. **24-2010**
ETSB Minutes - Regular Meeting - Wednesday, July 10, 2024

Attachments: 2024-07-10 ETSB Minutes Summary.pdf

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	David Schar
SECONDER:	Michael Guttman
AYES:	Schwarze, Franz, Eckhoff, Guttman, Kramer, Maranowicz, Schar, Srejma, Tillman, Toerpe, and Yoo
ABSENT:	Swanson

7. VOTE REQUIRED BY ETS BOARD

7.A. Payment of Claims

7.A.1. **24-2009**
Payment of Claims for August 14, 2024 for FY24 - Total for 4000-5820 (Equalization): $418,399.30. Total for Interdepartmental transfer: $77.78

Attachments: Payment of Claims 8.14.24 FY24.pdf

RESULT:	APPROVED
MOVER:	William Srejma
SECONDER:	Joseph Maranowicz
AYES:	Schwarze, Franz, Eckhoff, Guttman, Kramer, Maranowicz, Schar, Srejma, Tillman, Toerpe, and Yoo
ABSENT:	Swanson

7.B. Purchase Resolutions

7.B.1. **ETS-R-0054-24**
Recommendation for the approval of a contract purchase order to Viavi Solutions LLC, PO 924026, for a one (1) year renewal of maintenance and calibration services on three

(3) Aeroflex radio calibration units, for the period of September 8, 2024 through September 7, 2025, for a total contract amount of $8,304.18; Other Professional Services not suitable for competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(1)(b).

Attachments: Viavi 924026 PRCC.pdf
QUOTE - DUPAGE COUNTY - ANSI FULL MAINTENANCE - 1YR 2024.pdf
VIAVI 924026 Vendor Ethics_Redacted.pdf

RESULT:	APPROVED
MOVER:	Yeena Yoo
SECONDER:	Michael Tillman

7.B.2. **ETS-R-0055-24**

Recommendation for the approval of a contract to DeltaWRX, LLC, PO 924013, for RFP services for the Computer Aided Dispatch (CAD) public safety system, amount of $181,243.16. Other Professional Services not suitable for competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(1)(b).

Vice Chair Franz said he understood the need for RFP services for RMS and questioned why the board was also contracting for services for CAD, that he thought there was confidence in the CAD. Ms. Zerwin said there were a few reasons to go out for RFP including due diligence as the system had been in place for a while, and that the next Hexagon product upgrade would be a cloud-based system, which would be a completely new platform, and this opportunity would give the PSAP Directors a chance to see what is on the market. Ms. Zerwin said there are three years left in the contract and if the direction was to move to something new, it would take all that time to implement just the CAD portion, that the 26 integrations would be a challenge.

Member Srejma added that technology is constantly changing and there are a lot of new CAD systems that offer more than the PSAPs have today and might be an improvement. Director Robb echoed Member Srejma's comments.

Attachments: DeltaWRX 924013 PRCC_Redacted.pdf
DELTAWRX Proposal for CAD and RMS RFP Development 2024-05-08_Redacted.pdf
DeltaWRX 924013 Vendor Ethics_Redacted.pdf

RESULT:	APPROVED
MOVER:	Yeena Yoo
SECONDER:	William Srejma

7.C. Resolutions

7.C.1. **ETS-R-0056-24**

Resolution declaring equipment, inventory, and/or property on Attachment A, 50 legacy APX7000 portable radios, purchased by the Emergency Telephone System Board of DuPage County, as surplus equipment.

Attachments: Surplus Attachment A.pdf

RESULT:	APPROVED
MOVER:	David Schar
SECONDER:	Michael Guttman

7.C.2. **ETS-R-0057-24**

Resolution approving the sale of surplus items, five (5) legacy APX7000 portable radios, from the County of DuPage on behalf of the Emergency Telephone System Board of DuPage County to the Wyoming Police Department.

Attachments: Sales contract Wyoming PD.pdf
Wyoming Attachment A UHF.pdf

RESULT:	APPROVED
MOVER:	Yeena Yoo
SECONDER:	Joseph Maranowicz

7.C.3. **ETS-R-0058-24**

Appointment to the Emergency Telephone System Board of DuPage County Policy Advisory Committee - Chief Colin Fleury (DU-COMM Police Representative)

Attachments: PAC Notice of Appointment - Fleury.pdf
DU-COMM Police PAC Representative_Redacted.pdf

RESULT:	APPROVED
MOVER:	Michael Guttman
SECONDER:	William Srejma

7.C.4. **ETS-R-0060-24**

Appointment to the Emergency Telephone System Board of DuPage County Policy Advisory Committee - Chief Chris Clark (DU-COMM Fire Representative)

Attachments: PAC Notice of Appointment - Clark.pdf
DU-COMM Fire PAC Representative_Redacted.pdf

RESULT:	APPROVED
MOVER:	William Srejma
SECONDER:	Michael Tillman

7.C.5. **ETS-R-0061-24**
Appointment to the Emergency Telephone System Board of DuPage County Policy Advisory Committee - Chief Roy Selvik (ACDC Police Representative and Chair)

Vice Chair Franz suggested a rotation of the position of Chair for the PAC.

Attachments: PAC Notice of Appointment - Selvik.pdf

RESULT:	APPROVED
MOVER:	Joseph Maranowicz
SECONDER:	Erik Kramer

7.C.6. **ETS-R-0059-24**
Resolution approving a mutual termination agreement between the County of DuPage, on behalf of the Emergency Telephone System Board of DuPage County, and the Village of Addison. (Pending Parent Committee Approval)

Vice Chair Franz commented that this was an agreement that was already approved and acted upon and that ETSB was seeing this after the fact. He said it was a challenge in the manner it came together and would like in the future to have items for discussion before they have been accomplished.

Member Guttman had concerns with the agreement, that there was not much information provided with this item. His questions included who drafted the agreement, whether amendments could be made to the agreement, who negotiated the agreement and how did it come about. ASA Winistorfer, Director Zerwin, CIO Anthony McPhearson, and Chief Assistant State's Attorney Lisa Smith addressed his questions. Discussions ensued on these questions as well as dollar amounts within the documents and what the terms mean to any agencies that may leave the consortium in the future. Member Guttman felt there was key information missing from the documents that should have been specified to facilitate understanding. Vice Chair Franz had questions regarding the equipment replacement fund, future support for Addison, and liability which were addressed by Ms. Smith and ASA Winistorfer. Member Guttman expressed frustration that there was no companion memo with detailed information to answer questions. Member Yoo, as an attorney, provided a brief explanation on the negotiation process and also asked if a memorandum, such as the ones provided by Ms. Zerwin on other agenda items, might be helpful. Ms. Zerwin said that this is the challenge with shared systems. She said there

were questions at the County Board level the day prior, as well. Ms. Zerwin explained that RMS has their own committee, and that part of the reason RMS created its own committee was a desire by the users of the Hexagon RMS product to be separate from ETSB, Ms. Zerwin continued saying the ETSB portion of this agreement is as the holder of the contract. She said the memorandum distributed to the Board regarding the DuJIS System, the Hexagon Change Order, and the Addison exit agreement and proposed IGA is that Addison leaving the PRMS Oversight Committee, and the consortium does not impact the ability of the Consortium to make their reimbursement to ETSB. Ms. Zerwin said ETSB sits on the PRMS Oversight Committee as the contract holder but beyond that, the development of the exit agreement was between PRMS and the consortium members as to how they wanted to handle when agencies choose to leave. RMS going out to bid, there is an opportunity to separate the contracts. There was one contract initially because PRMS did not have the seed money for the capital cost. The IGA between ETSB and the RMS users created an equipment replacement fund to allow them to separate from ETSB even if they stay with the same vendor. That was the intent of the Equipment Replacement Fund, for the PRMS Consortium to be self-sufficient from the ETSB.

Member Tillman said he believed the direction of the State would be to not support the use of surcharge for RMS and asked why ETSB is involved, despite the reimbursement from PRMS. He believed there should be a standalone consortium and that ETSB should only take a position on interfaces between RMS and CAD. Ms. Smith said there would be discussion at the afternoon PRMS Oversight Committee meeting regarding efforts to make PRMS more independent.

Member Guttman appreciated the comments regarding negotiations made my Member Yoo and the role of the ETSB as provided by Ms. Zerwin and said that when asked to approve an item, the members have an understanding and that be kept in mind for the future.

Vice Chair Franz wanted to be clear that Section 3 regarding future support confirmed the transition period and that Addison is on their own because they are no longer paying on the system from earlier discussion, which was confirmed by CIO McPhearson and Member Maranowicz.

Attachments: Mutual Termination Agreement between County of DuPage and the Village of Addison_Redacted.pdf

RESULT:	APPROVED
MOVER:	Erik Kramer
SECONDER:	Yeena Yoo
AYES:	Schwarze, Franz, Eckhoff, Kramer, Schar, Srejma, Tillman, Toerpe, and Yoo
ABSENT:	Swanson
ABSTAIN:	Guttman
RECUSED:	Maranowicz

7.D. Change Orders

7.D.1. **24-1173**

TE-P-0002-24B - Amendment to Resolution TE-P-0002-24, issued to SHI International Corp, to incorporate migration paperwork into PO 6834-1 and encumber funds for ETSB in the County Finance software in the amount of $44,138.38, for no change in the contract total amount.

Ms. Zerwin said this was a joint effort between County IT staff and ETSB staff that would net ETSB about a $20,000 saving over the life of the contract.

Attachments: SHI 6834-1 Change Order 2.pdf
SHI 6834-1 Requisition.pdf
SHI 6834-1 Decision Memo.pdf
SHI Quote-25139298.pdf
ETSB Projected Cost FY25-26.pdf

RESULT:	APPROVED
MOVER:	Michael Tillman
SECONDER:	Michael Guttman

7.D.2. **24-2167**

2016AC-16 - Amendment to Resolution 2016-16, issued to Intergraph Corporation, d.b.a. Hexagon Safety & Infrastructure, a Delaware Corporation, PO 950900/1914-1, to incorporate a First Amendment to the Restatement Agreement, to decrease the maintenance for FY25-27, resulting in an amended contract total of $22,477,706.78, a decrease of -0.42%.

Attachments: Hexagon 950900 Change Order 29.pdf
Hexagon 950900 Requisition.pdf
Hexagon 950900 Decision Memo.pdf
First Amendment Dupage County (8-7-24).pdf

RESULT:	APPROVED
MOVER:	Yeena Yoo
SECONDER:	William Srejma

7.D.3. **24-2110**

ETS-R-0045B-24 - Amendment to Resolution ETS-R-0045-24, to approve an Addendum B to the sales agreement of surplus radio items from the County of DuPage on behalf of the Emergency Telephone System Board of DuPage County to the Board of Trustees of

Illinois State University on behalf of Illinois State University, Emergency Management.

Attachments: ISU Sales Contract 2024.06.06_Redacted.pdf
ISU Attachment A.pdf
ISU Addendum B.pdf

RESULT:	APPROVED
MOVER:	William Srejma
SECONDER:	Erik Kramer

8. DUJIS IGA AMENDMENT DISCUSSION

8.A. **24-2177**

DuPage Justice Information Systems (DuJIS) Intergovernmental Agreement (IGA) Amendment

Ms. Zerwin said there was suggested language provided that would also be discussed in the PRMS Oversight Committee meeting that afternoon regarding a recommended amendment to the original agreement when the PRMS Oversight Committee was formed for the DuPage Justice Information System (DuJIS). She said the language would expand the use of the equipment replacement fund to cover operating expenses in addition to the system replacement. Ms. Zerwin said it was brought to the ETS Board, again, as the contract holder for feedback, and can be brought back again on both September agendas. Ms. Zerwin explained the initial process of the formation of the IGA from 2016 and said the draft amendment language would involve the State's Attorney's Office, the PRMS Oversight Committee, and the village managers and their legal representatives. She provided a brief history behind the equipment replacement fund and how the surcharge language may affect those costs going forward as something to consider as they review the language. CIO McPhearson added that this is the first step to move towards financial independence from ETSB.

Vice Chair Franz asked where the draft language states that ETSB would be removed from the process. CIO McPhearson said that some of the costs are fronted by ETSB now and that with the amendment, PRMS will be able to pay for invoices up front from the equipment replacement fund, that once agencies are billed their portion of the costs, PRMS would pay themselves back as opposed to ETSB. Ms. Zerwin explained this in terms of the budget, that currently the entire costs of maintenance is budgeted in ETSB for CAD/MPS and RMS, whereas in future budgets, only the CAD/MPS portion of the maintenance costs would be budgeted in ETSB, and RMS portion of the costs budgeted within PRMS.

Vice Chair Franz commented that he thought this was prudent from an ETSB standpoint, but that it would be challenging given 26 agencies all who have questions and that maybe better timing might be at the end of an RFP process, all at one time. Ms. Zerwin said this was just for discussion, that there is the ETSB perspective of reimbursement from PRMS,

the PRMS perspective, and if the members have thoughts, to send her the language for the discussion that afternoon or before the September meetings.

Attachments: Amendment to IGA 8.6.24.pdf

9. DEDIR SYSTEM

9.A. Police

Ms. Zerwin referenced a DEDIR System Radio Update memorandum, which was inadvertently not distributed to the members with their packets and provided an update as to the status of the radio replacement project and is incorporated into these minutes. Ms. Zerwin provided a review of the memo which included the portable radios models APXNext/APX4000/APXNext XN, encryption, the mobile radio model APX8500, the status of the PSAP dispatch consoles. Ms. Zerwin then reviewed the options that have been presented by Motorola in regard to the APX8500 mobile radio interference issue.

Chief Dina said that with the update to the APX7500 mobile radios currently installed in Police and Fire vehicles to allow for encryption and TDMA capabilities, the rollout of the APXNext XN fire radios could occur after a few adjustments to the template. This would then allow Police to move forward with their encryption plan and maintain interoperability. Chief Dina said that the Fire Focus Group has seen the pictures and handouts of the APX6500 mobile solution to the APX8500 interference issue, but that the radios are not in hand and so have not yet been demoed. Chief Dina again thanked the Board for the opportunity he had been given to make a difference in the firefighter communities, not just in DuPage, but across the county and beyond with the changes that were made to the NFPA radios. He said he is only as successful as the people around him and that he was surrounded by amazing people within the Fire Focus Group, the Police Focus Group, the PAC and ETSB.

Chair Schwarze confirmed with Chief Dina that the encryption keys need to be loaded into the fire radios before they could be deployed. Chair Schwarze then asked about the approximately 90 APX8500 mobile radios deployed in the field and what happens to them. Ms. Zerwin answered that some of the radios were purchased by the agencies, and some were deployed in new vehicles that agencies elected to take as an early deployment. Chief Dina said that it was discussed at the Fire Focus Group that whatever direction is chosen, that the early deployed radios be replaced.

Ms. Zerwin said that there have been agencies inquiring as to whether they could keep their existing APX7500 mobile and APX7000XE ruggedized portable radios for training purposes. The radios that have been replaced have been surplused and sold as budgetarily in the ETSB's best interest. She said that verbal agreements have been made with outside agencies who have been patiently waiting for two years to purchase these radios. Ms. Zerwin also said that Motorola had supplied a small cache of APX8000XE radios as the APX7000XE radios began failing as depot service and parts are no longer available for the APX7000XE fire radios. She said that the AXP8000XEs that have been deployed as replacements would remain in the system as they are not end of life/end of support and could be used by agencies for training purposes and recommended that the verbal agreements to the outside agencies should be fulfilled as these sales were already estimated into the budget and some of the outside agencies were using grant money and to provide those communities with the means to access the state interoperable radio system.

Vice Chair Franz asked if ETSB would be willing to sell the radios to the internal municipalities as opposed to the third parties. Ms. Zerwin said they could be added to the queue. Member Tillman said his preference would be to sell to internal agencies as opposed to others. Ms. Zerwin questioned, after the lineup of agencies who have already submit their requests since these agencies have been waiting for two years? With the response of a few nodding heads, Ms. Zerwin said okay. Vice Chair Franz inquired into the demand. Ms. Zerwin said the fire radios have all been spoken for and that some are coming in every day in broken condition. Chair Schwarze asked if she needed a consensus, to which Ms. Zerwin replied, yes, she would like a consensus on that.

Ms. Zerwin then reviewed the budget impacts including the next $6.5M payment due in December 2024, the change order currently which would include the channel select RSMs, the mobile radio solutions, and a recommendation to replenish the ETSB cache which agencies depleted with new requests, as well as the continuation of surplus and sale of the APX7000 series radios.

In regard to the channel select RSM, Member Kramer said that microphone was an option that came out at a later date, it was not available when the radios were purchased. Ms. Zerwin said that when the last radio purchase was made, the difference between the standard mic and the channel select was several hundred dollars, each. The difference today is about $30 per microphone. Ms. Zerwin asked if the Board would be willing to pay that difference. The consensus was yes. Ms. Zerwin said the agencies would appreciate that.

Vice Chair Franz asked if the change order would be seen in September-October. Ms. Zerwin said as quickly as she could as all the pieces work together.

24-2417
DEDIR System Radio Project 2024 Update

Attachments: DEDIRS Radio Project 2024 Update.pdf

9.B. Fire

10. DU PAGE ETSB 9-1-1 SYSTEM DESIGN

Ms. Zerwin and Deputy Director Taormina briefly reviewed a GPS issue that had been occurring where the in-vehicle MPS devices were not reporting an accurate location. Mr. Taormina said that Hexagon had escalated the issue internally and brought in additional resources to assist. Ms. Zerwin reaffirmed the need to continue to submit tickets if agencies were seeing something new or different.

Ms. Zerwin had nothing further than had been reported in the monthly report.

11. OLD BUSINESS

There was no old business.

12. NEW BUSINESS

There was no new business.

13. EXECUTIVE SESSION

Chair Schwarze said ETSB is going into Executive Session Pursuant to Section 5 ILCS 120/2(c) (21) of the Open Meetings Act for discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06.

At 10:37am, a motion was made by Member Yoo, seconded by Member Tillman, for ETSB to enter into Executive Session. On roll call, all "Ayes", motion carried. Pursuant to the carried vote, ETSB entered Executive Session.

Member Guttman left the meeting at 10:37am.

13.A. Minutes Review Pursuant to 5 ILCS 120/2 (C) (21)

Pursuant to the Open Meetings Act 5 ILCS 120/2(C)(21) - Semi-Annual Review of Executive Session Minutes

March 10, 2021; September 14, 2022; June 14, 2023; February 14, 2024

13.B. Personnel Matters Pursuant to 5 ILCS 120/2 (C) (1)

13.C. Security Procedures and the Use of Personnel and Equipment Pursuant to 5 ILCS

13.D. Pending Litigation Matters Pursuant to 5 ILCS 120/2 (C) (11)

14. MATTERS REFERRED FROM EXECUTIVE SESSION

14.A. Disposition of Executive Session Minutes

The regular session of the ETSB reconvened at 10:43am. On roll call, Members Schwarze, Franz, Eckhoff, Kramer, Maranowicz, Schar, Srejma, Tillman, Toerpe, and Yoo were present. Members Guttman and Swanson were absent.

Chair Schwarze asked for a motion to release the minutes of February 14, 2024, as presented during Executive Session. Member Eckhoff motioned, seconded by Member Yoo. On roll call, all “Ayes”, motion carried.

Chair Schwarze asked for a motion to retain the minutes of March 10, 2021, September 14, 2022, and June 14, 2023, as presented during Executive Session. Member Eckhoff motioned, seconded by Member Tillman. On roll call, all “Ayes”, motion carried.

15. ADJOURNMENT

15.A. Next Meeting: Wednesday, September 11 at 9:00am in 3-500B

Chairman Schwarze asked for a motion to adjourn. Member Tillman motioned, seconded by Member Yoo. The meeting of the ETSB was adjourned at 10:48am.

Respectfully submitted,

Jean Kaczmarek

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

File #: ETS-R-0062-24 **Agenda Date:** 10/9/2024 **Agenda #:** 7.A.1.

BUDGET TRANSFER FOR THE EMERGENCY TELEPHONE
SYSTEM BOARD OF DUPAGE COUNTY
FOR FISCAL YEAR 2024

WHEREAS, the DuPage County Emergency Telephone System Board ("DU PAGE ETSB") is an emergency telephone system board, established pursuant to Section 15.4 of the Local Government Emergency Telephone System Act, 50 ILCS 750/15.4 ("Act"); and

WHEREAS, the DU PAGE ETSB is authorized and empowered, pursuant to Section 15.4 (b) of the Act to plan, implement, upgrade, and maintain an Emergency 9-1-1 System for citizens of the County of DuPage and portions of Cook, Kane and Will counties; and

WHEREAS, the DUPAGE ETSB is authorized by law and local ordinance to make disbursements from the 9-1-1 surcharge funds it receives pursuant to law for costs related to products and services necessary for the implementation, upgrade and maintenance of the emergency telephone system; and

WHEREAS, the 9-1-1 System Coordinator recommends DUPAGE ETS Board approval for the following Fiscal Year 2024 budget transfers:

Amount: $8,000.00

From Fund/Object Code: 4000-5820-53828: Contingencies

To Fund/Object Code: 4000-5820-53040: Interpreter Services

Purpose: Budget transfer for FY24 to move funds from 4000-5820-53828 (Contingencies) to 4000-5820-53040 (Interpreter Services) for payment and accounting of contractual obligations related to the Cyracom/Voiance language translation PO 6848-1.

NOW, THEREFORE BE IT RESOLVED, by the DUPAGE ETS Board that the transfer amount of $8,000.00 from object code 4000-5820-53828 (Contingencies) to 4000-5820-53040 (Interpreter Services) be, and is hereby approved to be made within the indicated object codes.

Enacted and approved this 9th day of October, 2024 at Wheaton, Illinois.

_____

GREG SCHWARZE, CHAIR

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective January 22, 2024

From: 4000 (Company #)

ETSB-EQUALIZATION
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	Finance Dept Use Only Available Balance: After Transfer	Date of Balance
5820	53828		**CONTINGENCIES**	$ 8,000.00			
			Total	$ 8,000.00			

To: 4000 (Company #)

ETSB-EQUALIZATION
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	Finance Dept Use Only Available Balance: After Transfer	Date of Balance
5820	53040		**INTERPRETER SERVICES**	$ 8,000.00			
			Total	$ 8,000.00			

Reason for Request:

Budget transfer for FY24 to move funds from 4000-5820-53828 (Contingencies) to 4000-5820-53040 (Interpreter Services) for payment and accounting of contractual obligations associated with the Cyracom/ Voiance language translation PO 6848-1 [Total Transfer Amount: $8,000.00]

Department Head _____ Date _____

Chief Financial Officer _____ Date _____

Activity _____ (optional)

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

Finance Department Use Only

Fiscal Year _____ **Budget Journal #** _____ **Acctg Period** _____

Entered By/Date_____ **Released & Posted By/Date**_____

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

File #: ETS-R-0063-24 **Agenda Date:** 10/9/2024 **Agenda #:** 7.A.2.

BUDGET TRANSFER FOR THE EMERGENCY TELEPHONE
SYSTEM BOARD OF DUPAGE COUNTY
FOR FISCAL YEAR 2024

WHEREAS, the DuPage County Emergency Telephone System Board ("DU PAGE ETSB") is an emergency telephone system board, established pursuant to Section 15.4 of the Local Government Emergency Telephone System Act, 50 ILCS 750/15.4 ("Act"); and

WHEREAS, the DU PAGE ETSB is authorized and empowered, pursuant to Section 15.4 (b) of the Act to plan, implement, upgrade, and maintain an Emergency 9-1-1 System for citizens of the County of DuPage and portions of Cook, Kane and Will counties; and

WHEREAS, the DUPAGE ETSB is authorized by law and local ordinance to make disbursements from the 9-1-1 surcharge funds it receives pursuant to law for costs related to products and services necessary for the implementation, upgrade and maintenance of the emergency telephone system; and

WHEREAS, the 9-1-1 System Coordinator recommends DUPAGE ETS Board approval for the following Fiscal Year 2024 budget transfers:

Amount: $1,167,645.00

From Fund/Object Code: 4000-5820-54199: Capital Contingencies

To Fund/Object Code: 4000-5820-54110: Capital Equipment & Machinery ($1,114,666.00) and 4000-5820-54107: Capital Software ($52,979.00)

Purpose: Budget transfer for FY24 to move funds from 4000-5820-54199 (Capital Contingency) to 4000-5820-54110 (Equipment & Machinery) and 4000-5820-54107 (Capital Software) for the second of six annual financing payments on the Motorola PO 6149-1 for the console upgrade, new logger, and microwave equipment replacement projects.

NOW, THEREFORE BE IT RESOLVED, by the DUPAGE ETS Board that the transfer amount of $1,167,645.00 from object code 4000-5820-54199: Capital Contingencies to object code 4000-5820-54110: Capital Equipment and Machinery and 4000-5820-54107: Capital Software, be, and is hereby approved to be made within the indicated object codes.

Enacted and approved this 9th day of October, 2024 at Wheaton, Illinois.

_____

GREG SCHWARZE, CHAIR

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective January 22, 2024

From: 4000 (Company #)

ETSB-EQUALIZATION
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	Finance Dept Use Only Available Balance: After Transfer	Date of Balance
5820	54199		**CAPITAL CONTINGENCY**	$ 1,167,645.00			
			Total	$ 1,167,645.00			

To: 4000 (Company #)

ETSB-EQUALIZATION
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	Finance Dept Use Only Available Balance: After Transfer	Date of Balance
5820	54110		**EQUIPMENT AND MACHINERY**	$ 1,114,666.00			
5820	54107		**SOFTWARE**	$ 52,979.00			
			Total	$ 1,167,645.00			

Reason for Request:

Budget transfer for FY24 to move funds from 4000-5820-54199 (Capital Contingency) to 4000-5820-54110 (Equipment & Machinery) and 4000-5820-54107 (Capital Software) for the second of six annual financing payments on the Motorola PO 6149-1 for the console upgrade, new logger, and microwave equipment replacement projects.[Total Transfer Amount: $1,167,645.00]

Department Head _____ Date _____

Activity _____ (optional)

Chief Financial Officer _____ Date _____

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

Finance Department Use Only

Fiscal Year _____ **Budget Journal #** _____ **Acctg Period** _____

Entered By/Date_____ **Released & Posted By/Date**_____

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

File #: ETS-R-0069-24 **Agenda Date:** 10/9/2024 **Agenda #:** 7.B.1.

RESOLUTION FOR APPROVAL OF MILESTONE #56, A MONETARY MILESTONE FOR "PROCUREMENT, IMPLEMENTATION, AND INSTALLATION OF THE CORE PURVIS FIRE STATION ALERTING SYSTEM (PURVIS FSAS) FOR THE HANOVER PARK FIRE DEPARTMENT" IN THE AMOUNT OF $5,960.00 IN ACCORDANCE WITH THE MILESTONE PAYMENT SCHEDULE, OF CONTRACT 3187-0001 SERV, BETWEEN THE DU PAGE COUNTY EMERGENCY TELEPHONE SYSTEM BOARD AND PURVIS SYSTEMS, INCORPORATED (MILESTONE PAYMENT: $5,960.00)

WHEREAS, the DuPage County Emergency Telephone System Board ("DU PAGE ETSB") is an emergency telephone system board, established pursuant to Section 15.4 of the Local Government Emergency Telephone System Act, 50 ILCS 750/15.4 ("Act"); and

WHEREAS, the DU PAGE ETSB is authorized and empowered, pursuant to Section 15.4 (b) of the Act to plan, implement, upgrade, and maintain an Emergency 9-1-1 System for citizens of the County of DuPage and portions of Cook, Kane and Will counties; and

WHEREAS, the DU PAGE ETSB is authorized by law and local ordinance to make disbursements from the 9-1-1 surcharge funds it receives pursuant to law for costs related to products and services necessary for the implementation, upgrade and maintenance of the emergency telephone system; and

WHEREAS, a contract, 3187-0001 SERV, has been negotiated and approved in accordance with the DU PAGE ETSB ordinance; and

WHEREAS, the 9-1-1 System Coordinator recommends DU PAGE ETS Board approval of Milestone #56, a monetary milestone, in the amount of $5,960.00, for "Procurement, implementation, and installation of the core PURVIS Fire Station Alerting System (PURVIS FSAS) for the Hanover Park Fire Department" pursuant to Contract 3187-0001 SERV; and

WHEREAS, approval of said milestone will allow payment of said claim pursuant to the milestones in Milestone Payment Schedule of Contract 3187-0001 SERV, Purchase Order #918126 to PURVIS Systems, Incorporated, in the amount of $5,960.00;

NOW, THEREFORE BE IT RESOLVED, that DU PAGE ETSB Milestone #56, a monetary milestone, in the amount of $5,960.00, for completion of "Procurement, implementation, and installation of the core PURVIS Fire Station Alerting System (PURVIS FSAS) for the Hanover Park Fire Department" pursuant to the

Milestone Payment Schedule of covering said, for Contract 3187-0001 SERV, be, and it is hereby approved by the DU PAGE ETSB to PURVIS Systems, Incorporated, 88 Silva Lane, Middletown, RI 02842, in the amount of $5,960.00.

Enacted and approved this 9th day of October, 2024 at Wheaton, Illinois.

_____

GREG SCHWARZE, CHAIR

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

PURVIS SYSTEMS
INCORPORATED

PROJECT MILESTONE SIGN OFF FORM

Submission Date:	August 23, 2024	Sign-Off Target Date:	TBD
Submitted By:	Lynne De Valerio	Submitted To:	Linda Zerwin
Customer Contract #:	PO 918126/3187-0001	Customer Project #:	
DELIVERABLE INFORMATION			
Milestone #	56 (PC2024-016r1 Core)	Amount of Payment:	$ 5,960
Description:	Procurement, implementation, and installation of the core PURVIS Fire Station Alerting System™ (PURVIS FSAS™) for the Hanover Park Fire Department, dispatched by Dupage County ETSB. PURVIS FSAS device locations will be installed in accordance with drawing "Hanover Park Stn16 Rev A". Milestone is for: Final Station Testing and Cutover.		

With the deliverable described above complete, the Customer will either sign-off that the deliverable has been met or state in writing below the reason the deliverable has not been met.

Sign-off of the deliverable shall be based solely upon meeting the requirements stated in the Agreement between Purvis Systems and DuPage ETSB. The signature below acknowledges that the deliverable described in the Agreement and listed above meets all of the appropriate criteria and supersedes all prior requirements for this milestone.

With the authorizing signature below, customer acknowledges completion of this milestone according to the Contract Milestone Payment Schedule. Approval of this milestone will authorize Purvis Systems to invoice the amount listed on this form.

Authorized Customer Representative:

Signature:	
Date:	
Check here if	Deliverable has not been met
Reason:	

88 SILVA LANE, MIDDLETOWN, RHODE ISLAND 02842, 401 849-4750/FAX 401 849-0121

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

File #: ETS-R-0070-24 **Agenda Date:** 10/9/2024 **Agenda #:** 7.B.2.

RESOLUTION FOR APPROVAL OF MILESTONE #59, A MONETARY MILESTONE FOR "PROCUREMENT, IMPLEMENTATION, AND INSTALLATION OF THE OPTIONAL PURVIS FIRE STATION ALERTING SYSTEM (PURVIS FSAS) FOR THE HANOVER PARK FIRE DEPARTMENT" IN THE AMOUNT OF $2,785.00 IN ACCORDANCE WITH THE MILESTONE PAYMENT SCHEDULE, OF CONTRACT 3187-0001 SERV, BETWEEN THE DU PAGE COUNTY EMERGENCY TELEPHONE SYSTEM BOARD AND PURVIS SYSTEMS, INCORPORATED (MILESTONE PAYMENT: $2,785.00)

WHEREAS, the DuPage County Emergency Telephone System Board ("DU PAGE ETSB") is an emergency telephone system board, established pursuant to Section 15.4 of the Local Government Emergency Telephone System Act, 50 ILCS 750/15.4 ("Act"); and

WHEREAS, the DU PAGE ETSB is authorized and empowered, pursuant to Section 15.4 (b) of the Act to plan, implement, upgrade, and maintain an Emergency 9-1-1 System for citizens of the County of DuPage and portions of Cook, Kane and Will counties; and

WHEREAS, the DU PAGE ETSB is authorized by law and local ordinance to make disbursements from the 9-1-1 surcharge funds it receives pursuant to law for costs related to products and services necessary for the implementation, upgrade and maintenance of the emergency telephone system; and

WHEREAS, a contract, 3187-0001 SERV, has been negotiated and approved in accordance with the DU PAGE ETSB ordinance; and

WHEREAS, the 9-1-1 System Coordinator recommends DU PAGE ETS Board approval of Milestone #59, a monetary milestone, in the amount of $2,785.00, for "Procurement, implementation, and installation of the optional PURVIS Fire Station Alerting System (PURVIS FSAS) for the Hanover Park Fire Department" pursuant to Contract 3187-0001 SERV; and

WHEREAS, approval of said milestone will allow payment of said claim pursuant to the milestones in Milestone Payment Schedule of Contract 3187-0001 SERV, Purchase Order 918126/3187-0001 to PURVIS Systems, Incorporated, in the amount of $2,785.00;

NOW, THEREFORE BE IT RESOLVED, that DU PAGE ETSB Milestone #59, a monetary milestone, in the amount of $2,785.00, for completion of "Procurement, implementation, and installation of the optional PURVIS Fire Station Alerting System (PURVIS FSAS) for the Hanover Park Fire Department" pursuant to the

Milestone Payment Schedule of covering said, for Contract 3187-0001 SERV, be, and it is hereby approved by the DU PAGE ETSB to PURVIS Systems, Incorporated, 88 Silva Lane, Middletown, RI 02842, in the amount of $2,785.00.

Enacted and approved this 9th day of October, 2024 at Wheaton, Illinois.

_____

GREG SCHWARZE, CHAIR

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

PURVIS SYSTEMS
INCORPORATED

PROJECT MILESTONE SIGN OFF FORM

Submission Date:	August 23, 2024	Sign-Off Target Date:	TBD
Submitted By:	Lynne De Valerio	Submitted To:	Linda Zerwin
Customer Contract #:	PO 918126/3187-0001	Customer Project #:	
DELIVERABLE INFORMATION			
Milestone #	59 (PC2024-017r1)	Amount of Payment:	$ 2,785
Description:	Procurement, implementation, and installation of the optional PURVIS Fire Station Alerting System™ (PURVIS FSAS™) for the Hanover Park Fire Department, dispatched by DuPage County ETSB. PURVIS FSAS device locations will be installed in accordance with drawing "Hanover Park Stn16 Rev C". Milestone is for: Final Station Testing and Cutover.		

With the deliverable described above complete, the Customer will either sign-off that the deliverable has been met or state in writing below the reason the deliverable has not been met.

Sign-off of the deliverable shall be based solely upon meeting the requirements stated in the Agreement between Purvis Systems and DuPage ETSB. The signature below acknowledges that the deliverable described in the Agreement and listed above meets all of the appropriate criteria and supersedes all prior requirements for this milestone.

With the authorizing signature below, customer acknowledges completion of this milestone according to the Contract Milestone Payment Schedule. Approval of this milestone will authorize Purvis Systems to invoice the amount listed on this form.

Authorized Customer Representative:

Signature:	
Date:	
Check here if	Deliverable has not been met
Reason:	

88 SILVA LANE, MIDDLETOWN, RHODE ISLAND 02842, 401 849-4750/FAX 401 849-0121

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

File #: 24-2210 **Agenda Date:** 10/9/2024 **Agenda #:** 7.C.1.

EMERGENCY TELEPHONE SYSTEM BOARD OF DU PAGE COUNTY
Consolidated 9-1-1 Services for DuPage County
421 N. County Farm Road, Wheaton, Illinois 60187
630-550-7743 ETSB911@dupageco.org

BOARD MEMBERS:

Mr. Greg Schwarze
Chairman
DuPage County Board
Representative

Mr. Mark Franz
Vice Chairman
Village of Glen Ellyn
DuPage Mayors & Managers
Conference Representative

Mrs. Gwen Henry, Ex-Officio
DuPage County Treasurer

Ms. Jean Kaczmarek, Ex-Officio
Secretary - DuPage County Clerk

Mr. Grant Eckhoff
DuPage County Board
Representative

Ms. Jessica Robb
DuPage Public Safety
Communication
(DU-COMM) Representative

Chief Erik Kramer
Addison Fire Protection District
DuPage County Fire Chiefs
Association Representative

Mr. Joseph Maranowicz
Village of Addison
DuPage Mayors & Managers
Conference Representative

Chief David Schar
Village of Winfield
DuPage County Police Chief
Association Representative

Mr. William Srejma
Addison Consolidated Dispatch
Center
(ACDC) Representative

Deputy Chief Eric Swanson
DuPage Sheriff's Office
Representative

Mr. Michael G. Tillman, RPL
Superior Air-Ground Ambulance
Services Inc.
Emergency Services Representative

Mr. Robert Toerpe
Public Representative

Ms. Yeena Yoo
DuPage County Board
Representative

Ms. Linda Zerwin
Executive Director
9-1-1 System Coordinator

TO: DuPage County Treasurer's Office

FROM: Greg Schwarze, Chairman
Emergency Telephone System Board of DuPage County

DATE: October 9, 2024

SUBJECT: ETSB Payment of Claims List FY24 – September 11, 2024

The payment of the below listed accounts has been approved by the ETS at a meeting held on October 9, 2024. You are hereby authorized to pay the invoices as listed on the attached DuPage County Payment Listing Transaction report dated August 30, 2024.

FY2024 Equalization Fund (4000-5820):	$	1,686,742.64
Total:	$	1,686,742.64

APPROVED BY:

_____
Greg Schwarze, Chair

ATTEST:

_____
Secretary

EMERGENCY TELEPHONE SYSTEM BOARD OF DU PAGE COUNTY
FY24 EXPENDITURE VS. BUDGET

COMP	AU	Account	Description	ANNUAL APPROPRIATION	ACTUAL BUDGET	YEAR TO DATE EXPENDED	YEAR TO DATE ENCUMBERED	REMAINING AVAILABLE	% YTD EXPENDED	% YTD REMAINING
4000	5820	50000-0000	REGULAR SALARIES	$ 1,004,362	$ 1,004,362	$ 674,948	$ -	$ 329,414.17	67%	33%
4000	5820	50050-0000	TEMPORARY SALARIES/ON CALL (new)	$ 10,000	$ 10,000	$ 7,161	$ -	$ 2,838.68	72%	28%
4000	5820	51000-0000	BENEFIT PAYMENTS	$ 13,525	$ 13,525	$ 1,691.55	$ -	$ 11,833.65	13%	87%
4000	5820	51010-0000	EMPLOYER SHARE I.M.R.F.	$ 82,559	$ 82,559	$ 55,949.09	$ -	$ 26,609.47	68%	32%
4000	5820	51030-0000	EMPLOYER SHARE SOCIAL SECURITY	$ 76,834	$ 76,834	$ 49,636.16	$ -	$ 27,197.54	65%	35%
4000	5820	51040-0000	EMPLOYEE MED & HOSP INSURANCE	$ 220,480	$ 220,480	$ 89,092.35	$ -	$ 131,388.02	40%	60%
4000	5820	51050-0000	FLEXIBLE BENEFIT EARNINGS	$ 4,000	$ 4,000	$ 50.00	$ -	$ 3,950.00	1%	99%
4000	5820	52000-0000	FURN/MACH/EQUIP SMALL VALUE	$ 39,000	$ 39,000	$ -	$ -	$ 39,000.00	0%	100%
4000	5820	52100-0000	I.T. EQUIPMENT-SMALL VALUE	$ 77,500	$ 77,500	$ 14,114.66	$ 50,205.01	$ 13,180.33	18%	17%
4000	5820	52200-0000	OPERATING SUPPLIES & MATERIALS	$ 2,000	$ 2,000	$ 769.19	$ -	$ 1,230.81	38%	62%
4000	5820	52210-0000	FOOD AND BEVERAGE	$ 750	$ 750	$ 508.90	$ -	$ 241.10	68%	32%
4000	5820	52250-0000	AUTO/MACHINERY EQUIPMENT/PARTS	$ 153,819	$ 153,819	$ 101,982.95	$ 18,678.74	$ 33,157.19	66%	22%
4000	5820	52260-0000	FUEL & LUBRICANTS	$ 2,500	$ 2,500	$ 365.71	$ -	$ 2,134.29	15%	85%
4000	5820	52270-0000	MAINTENANCE SUPPLIES	$ 2,000	$ 2,000	$ -	$ -	$ 2,000.00	0%	100%
4000	5820	52280-0000	CLEANING SUPPLIES	$ 500	$ 500	$ 68.63	$ -	$ 431.37	14%	86%
4000	5820	53000-0000	AUDITING & ACCOUNTING SERVICES	$ 108,800	$ 108,800	$ 31,800.00	$ -	$ 77,000.00	29%	71%
4000	5820	53020-0000	I.T. SERVICES	$ -	$ 46,800	$ 46,800.00	$ -	$ -	0%	0%
4000	5820	53030-0000	LEGAL SERVICES	$ 60,000	$ 60,000	$ -	$ -	$ 60,000.00	0%	100%
4000	5820	53040-0000	INTERPRETER SERVICES	$ 24,000	$ 24,000	$ 18,419.54	$ 2,385.66	$ 3,194.80	77%	13%
4000	5820	53090-0000	TECHNICAL/PROFESSIONAL SERVICES	$ 102,000	$ 55,200	$ 2,000.00	$ 500.00	$ 52,700.00	4%	95%
4000	5820	53130-0000	PUBLIC LIABILITY INSURANCE	$ 122,813	$ 122,813	$ 110,265.00	$ -	$ 12,547.53	90%	10%
4000	5820	53200-0000	NATURAL GAS	$ 3,700	$ 3,700	$ -	$ -	$ 3,700.00	0%	100%
4000	5820	53210-0000	ELECTRICITY	$ 25,000	$ 25,000	$ 13,019.80	$ -	$ 11,980.20	52%	48%
4000	5820	53220-0000	WATER & SEWER	$ 500	$ 500	$ -	$ -	$ 500.00	0%	100%
4000	5820	53250-0000	WIRED COMMUNICATION SERVICES	$ 1,247,387	$ 1,247,387	$ 373,813.47	$ 798,821.50	$ 74,751.63	30%	6%
4000	5820	53260-0000	WIRELESS COMMUNICATION SVC	$ 1,815,152	$ 1,815,152	$ 1,032,872.85	$ 600,383.04	$ 181,896.11	57%	10%
4000	5820	53300-0000	REPAIR & MTCE FACILITIES	$ 45,000	$ 45,000	$ 4,969.00	$ -	$ 40,031.00	11%	89%
4000	5820	53310-0000	REPAIR MAINT INFRASTRUCTURE	$ 50,000	$ 50,000	$ 856.00	$ -	$ 49,144.00	2%	98%
4000	5820	53370-0000	REPAIR & MTCE OTHER EQUIPMENT	$ 647,861	$ 647,861	$ 38.00	$ 20,159.88	$ 627,663.10	0%	97%
4000	5820	53400-0000	RENTAL OF OFFICE SPACE	$ 20,580	$ 20,580	$ -	$ -	$ 20,580.00	0%	100%
4000	5800	53410-0000	RENTAL OF MACHINERY & EQUIPMENT	$ 19,605	$ 19,605	$ -	$ 7,770.31	$ 11,834.69	0%	60%
4000	5820	53500-0000	MILEAGE EXPENSE	$ 2,000	$ 2,000	$ 29.21	$ -	$ 1,970.79	1%	99%
4000	5820	53510-0000	TRAVEL EXPENSE	$ 100,000	$ 100,000	$ 2,702.21	$ -	$ 97,297.79	3%	97%
4000	5820	53600-0000	DUES & MEMBERSHIPS	$ 1,508	$ 1,508	$ 669.00	$ -	$ 839.00	44%	56%
4000	5820	53610-0000	INSTRUCTION & SCHOOLING	$ 110,000	$ 110,000	$ 10,260.00	$ 24,000.00	$ 75,740.00	9%	69%
4000	5820	53800-0000	PRINTING	$ 5,000	$ 5,000	$ 158.00	$ -	$ 4,842.00	3%	97%
4000	5820	53800-0001	PRINTING (new)	$ -	$ 5,000	$ 2,036.01	$ 2,719.90	$ 244.09		
4000	5820	53801-0000	ADVERTISING	$ 3,000	$ 3,000	$ 41.40	$ -	$ 2,958.60	1%	99%
4000	5820	53803-0000	MISCELLANEOUS MEETING EXPENSE	$ 1,500	$ 1,500	$ -	$ -	$ 1,500.00	0%	100%
4000	5820	53804-0000	POSTAGE & POSTAL CHARGES	$ 3,000	$ 3,000	$ 570.94	$ -	$ 2,429.06	19%	81%
4000	5820	53805-0000	OTHER TRANSPORTATION CHARGES	$ 1,000	$ 1,000	$ -	$ -	$ 1,000.00	0%	100%
4000	5820	53806-0000	SOFTWARE LICENSES (revised)	$ 2,815,087	$ 2,815,087	$ 1,960,588.81	$ 682,772.47	$ 171,725.65	70%	6%
4000	5820	53807-0000	SOFTWARE MAINT AGREEMENTS (revised)	$ 992,464	$ 992,464	$ 351,604.78	$ 128,908.34	$ 511,950.84	35%	52%
4000	5820	53808-0000	STATUTORY & FISCAL CHARGES	$ -	$ -	$ -	$ -	$ -		
4000	5820	53810-0000	CUSTODIAL SERVICES	$ 53,000	$ 53,000	$ 40,000.00	$ -	$ 13,000.00	75%	25%
4000	5820	53830-0000	OTHER CONTRACTUAL EXPENSES	$ 3,705,085	$ 3,705,085	$ 534,650.17	$ 370,778.83	$ 2,799,656.00	14%	76%
4000	5820	54100-0000	IT EQUIPMENT	$ 43,160	$ 213,078	$ 213,077.50	$ -	$ 0.50	100%	0%
4000	5820	54100-0700	IT EQUIPMENT - CAPITAL LEASE (new)	$ -	$ 12,000	$ 3,697.50	$ -	$ 8,302.50		
4000	5820	54107-0000	SOFTWARE (new)	$ 29,000	$ 30,000	$ 14,681.50	$ 14,681.50	$ 637.00		
4000	5820	54110-0000	EQUIPMENT AND MACHINERY	$ 730,572	$ 7,380,972	$ 6,739,599.48	$ -	$ 641,372.29	91%	9%
			Total	$ 14,577,602	$ 21,415,920		$ 2,722,765	$ 6,187,596	0%	29%
EXPENDITURES FOR PERIOD:			**September 11, 2024**			**$ 1,686,742.64**	**Internal Transfer:**			

COMP	AU	Account	Description	ANNUAL APPROPRIATION	ACTUAL BUDGET	YEAR TO DATE TRANSFERRED	YEAR TO DATE ENCUMBERED	REMAINING BALANCE	% YTD EXPENDED	% YTD REMAINING
4000	5820	53828-0000	CONTINGENCIES (xfers to Personnel/Contracts/Commodities)	$ 300,000.00	$ 300,000.00	$ (237,073.00)		$ 62,927.00	-79%	21%
4000	5820	54199-0000	CAPITAL CONTINGENCY (xfers to Capital)	$ 30,125,451	$ 30,125,451	$ (6,821,318.00)	$ (1,900,000.00)	$ 21,404,133.00	-23%	71%

OFFICE OF THE COUNTY AUDITOR

Bill White, JD, CIA
DuPage County Auditor

421 N. County Farm Road
Wheaton, Illinois 60187
(630) 407-6075
www.dupagecounty.gov/auditor

To: Hon. Greg Schwarze, Chairman
DuPage County Emergency Telephone System Board (ETSB)

ETSB Members

From: Bill White, J.D., C.I.A. *WFW*
County Auditor

Subject: Internal Audit of Accounts Payable
#24-43

Date: September 3, 2024

The Office of the County Auditor has completed a limited scope internal audit of the transaction processing of ETSB invoices submitted for payment. The audit identified no exceptions that required correction by the ETSB or Finance Department.

All of the invoices submitted have been reviewed and released for payment by the County Auditor. The results of the audit are presented below.

Results

My Office has performed voucher pre-audit procedures for the invoices submitted for approval by the ETSB at the September 11, 2024, Board Meeting. The invoices listed on the Bank Account Payment History Report dated August 30, 2024, have been examined and are recommended for payment. The total amount of the expenditures is $1,686,742.64:

- FY2024 Equalization Fund (4000-5820) $1,686,742.64

No exceptions were identified by the County Auditor.

Objective

The County Auditor will perform a series of procedures designed to evaluate the internal controls involved in the processing of transactions in the accounts payable system. The actual procedures performed will depend upon the County Auditor's assessment of risks associated with the transactions.

Background/Audit Scope

Invoices and the related supporting documentation are initially prepared and submitted for payment processing by County departments to the centralized accounts payable function administered by the Finance Department.

The County Auditor performs audit procedures on the payment documentation after the information has been entered into the accounts payable system by the Finance Department. These procedures include reviewing the scanned images of the invoice and supporting documentation and comparing it to the information entered into the system. Significant discrepancies noted between the supporting documentation and the information recorded in the system are identified by the County Auditor as exceptions. In these situations, the County Auditor notifies the Finance Department of the problem. When the discrepancies are resolved, the County Auditor approves the invoice.

A Bank Account Payment History Report is generated by the Finance Department after the invoices have been approved and the County Auditor verifies that each of the recommended payments was properly posted to the County's General Ledger.

Audit Findings and Recommendations

The County Auditor audited 16 invoices submitted for payment, no exceptions were identified.

The ETSB should continue to regularly review available ERP reports and real-time transaction information to monitor the progress of invoices submitted for payment to preclude the potential for incorrect payments.

Thank you for your continued assistance.

cc: Linda Zerwin, Executive Director
Jeff Martynowicz, Chief Financial Officer

AP255 Date: 08/30/24 JOB SUBMISSION PARAMETERS
Time: 11:30

User Name: DP\FNDMD
Job Name: AP255-4000
Step Nbr: 1

Pay Group: 4000
Cash Code: 1414 Class C Accounts Payable

Payment Date: 083024 - 083024
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 08/30/24 thru 08/30/24
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 532604 Payment Date 08/30/24					Vendor 11067		FOX VALLEY FIRE & SAFETY		Status Issued
11067	IN00700755			IX 102	08/24/24		38.00	0.00	38.00
					*** Payment Total		38.00	0.00	38.00
Payment Number 532605 Payment Date 08/30/24					Vendor 20971		VOIANCE LANGUAGE SERVICES, LLC		Status Issued
20971	2024051986			IX 102	08/30/24		2,450.19	0.00	2,450.19
					*** Payment Total		2,450.19	0.00	2,450.19
					*** Payment Code ACH Total		2,488.19	0.00	2,488.19
					Payment Count		2		

Payment Date Range 08/30/24 thru 08/30/24
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1197489 Payment Date 08/30/24		Vendor 10008	AT&T					Status Issued	
10008	630665711308 2024		IX	102	09/03/24		1,025.11	0.00	1,025.11
		*** Payment Total					1,025.11	0.00	1,025.11
Payment Number 1197490 Payment Date 08/30/24		Vendor 10008	AT&T					Status Issued	
10008	S667122122-24203		IX	102	08/20/24		1,006.21	0.00	1,006.21
		*** Payment Total					1,006.21	0.00	1,006.21
Payment Number 1197491 Payment Date 08/30/24		Vendor 10023	COM ED					Status Issued	
10023	6819698000 072424		IX	102	08/23/24		221.48	0.00	221.48
10023	8713843000 081624		IX	102	09/15/24		1,213.28	0.00	1,213.28
		*** Payment Total					1,434.76	0.00	1,434.76
Payment Number 1197492 Payment Date 08/30/24		Vendor 12382	COMCAST					Status Issued	
12382	212521007		IX	102	09/14/24		38,516.53	0.00	38,516.53
		*** Payment Total					38,516.53	0.00	38,516.53
Payment Number 1197493 Payment Date 08/30/24		Vendor 10850	DELL MARKETING LP					Status Issued	
10850	10762663576		IX	102	08/25/24		3,527.49	0.00	3,527.49
		*** Payment Total					3,527.49	0.00	3,527.49
Payment Number 1197494 Payment Date 08/30/24		Vendor 32776	DICK BUSS & ASSOCIATES LLC					Status Issued	
32776	839		IX	102	08/24/24		20,000.00	0.00	20,000.00
		*** Payment Total					20,000.00	0.00	20,000.00
Payment Number 1197495 Payment Date 08/30/24		Vendor 34678	GARVEY'S OFFICE PRODUCTS					Status Issued	
34678	PINV2598730		IX	102	08/31/24		83.36	0.00	83.36
		*** Payment Total					83.36	0.00	83.36
Payment Number 1197496 Payment Date 08/30/24		Vendor 25029	INTERGRAPH CORPORATION					Status Issued	
25029	DUPAGE2024		IX	102	08/10/24		1,480,235.07	0.00	1,480,235.07
		*** Payment Total					1,480,235.07	0.00	1,480,235.07
Payment Number 1197497 Payment Date 08/30/24		Vendor 10115	MOTOROLA SOLUTIONS INC					Status Issued	
10115	8330284897		IX	102	09/19/24		7,840.80	0.00	7,840.80
		*** Payment Total					7,840.80	0.00	7,840.80
Payment Number 1197498 Payment Date 08/30/24		Vendor 10115	MOTOROLA SOLUTIONS - STARCOM21					Status Issued	
10115	8578420240701		IX	102	08/31/24		121,537.00	0.00	121,537.00
10115	8578720240701		IX	102	08/31/24		7,760.00	0.00	7,760.00
		*** Payment Total					129,297.00	0.00	129,297.00
Payment Number 1197499 Payment Date 08/30/24		Vendor 20493	TOWER WORKS, INC					Status Issued	
20493	68616		IX	102	09/12/24		856.00	0.00	856.00
		*** Payment Total					856.00	0.00	856.00
Payment Number 1197500 Payment Date 08/30/24		Vendor 10597	VERIZON					Status Issued	
10597	9969555546		IX	102	08/19/24		432.12	0.00	432.12

AP255 Date 08/30/24 Pay Group 4000 ETSB PAY GROUP USD
Time 11:30 Bank Account Payment History

Payment Date Range 08/30/24 thru 08/30/24
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1197500 Payment Date 08/30/24					Vendor 10597	VERIZON		Status Issued
					*** Payment Total	432.12	0.00	432.12
					*** Payment Code CHK Total	1,684,254.45	0.00	1,684,254.45
					Payment Count	12		
					*** Cash Code 1414 Total	1,686,742.64	0.00	1,686,742.64
					Payment Count	14		
					*** Pay Group 4000 USD Total	1,686,742.64	0.00	1,686,742.64
					Payment Count	14		

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

File #: 24-2528 **Agenda Date:** 10/9/2024 **Agenda #:** 7.C.2.

EMERGENCY TELEPHONE SYSTEM BOARD OF DU PAGE COUNTY
Consolidated 9-1-1 Services for DuPage County
421 N. County Farm Road, Wheaton, Illinois 60187
630-550-7743 ETSB911@dupagecounty.gov

BOARD MEMBERS:

Mr. Greg Schwarze
Chairman
DuPage County Board
Representative

Mr. Mark Franz
Vice Chairman
Village of Glen Ellyn
DuPage Mayors & Managers
Conference Representative

Mrs. Gwen Henry, Ex-Officio
DuPage County Treasurer

Ms. Jean Kaczmarek, Ex-Officio
Secretary - DuPage County Clerk

Mr. Grant Eckhoff
DuPage County Board
Representative

Ms. Marilu Hernandez
Addison Consolidated Dispatch
Center
(ACDC) Representative

Chief Erik Kramer
Addison Fire Protection District
DuPage County Fire Chiefs
Association Representative

Mr. Joseph Maranowicz
Village of Addison
DuPage Mayors & Managers
Conference Representative

Ms. Jessica Robb
DuPage Public Safety
Communication
(DU-COMM) Representative

Chief David Schar
Village of Winfield
DuPage County Police Chief
Association Representative

Deputy Chief Eric Swanson
DuPage Sheriff's Office
Representative

Mr. Michael G. Tillman, RPL
Superior Air-Ground Ambulance
Services Inc.
Emergency Services Representative

Mr. Robert Toerpe
Public Representative

Ms. Yeena Yoo
DuPage County Board
Representative

Ms. Linda Zerwin
Executive Director
9-1-1 System Coordinator

TO: DuPage County Finance Department

FROM: Greg Schwarze, Chairman
Emergency Telephone System Board of DuPage County

DATE: October 9, 2024

SUBJECT: ETSB Inter-department Claims FY24 October 9, 2024

The Inter-fund transfer for Payment of Claims as detailed on the following page has been approved by the ETS Board at a meeting held on October 9, 2024.

FY2024 Total Inter-fund Payment of Claims: $112,349.22

APPROVED BY:

_____
Greg Schwarze, Chair

ATTEST:

_____
Secretary

Object Code	Services	Department	Amount	PO/Resolution
4000-5820-53828	Reimbursement	PRMS 4000-5830-53020	$112,349.22	Hexagon PO 1914-1 CO#29

EMERGENCY TELEPHONE SYSTEM BOARD OF DU PAGE COUNTY
Consolidated 9-1-1 Services for DuPage County
421 N. County Farm Road, Wheaton, Illinois 60187
630-550-7743 ETSB911@dupagecounty.gov

BOARD MEMBERS:

Mr. Greg Schwarze
Chairman
DuPage County Board
Representative

Mr. Mark Franz
Vice Chairman
Village of Glen Ellyn
DuPage Mayors & Managers
Conference Representative

Mrs. Gwen Henry, Ex-Officio
DuPage County Treasurer

Ms. Jean Kaczmarek, Ex-Officio
Secretary - DuPage County Clerk

Mr. Grant Eckhoff
DuPage County Board
Representative

Ms. Marilu Hernandez
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Public Representative

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DuPage County Board
Representative

Ms. Linda Zerwin
Executive Director
9-1-1 System Coordinator

TO: DuPage County Treasurer's Office

FROM: Greg Schwarze, Chairman
Emergency Telephone System Board of DuPage County

DATE: October 9, 2024

SUBJECT: ETSB Payment of Claims List FY24 – October 9, 2024

The payment of the below listed accounts has been approved by the ETS Board at a meeting held on October 9, 2024. You are hereby authorized to pay the invoices as listed on the attached DuPage County Payment Listing Transaction report dated September 27, 2024.

FY2024 Equalization Fund (4000-5820):	$	375,758.02
Total:	$	375,758.02

APPROVED BY:

_____
Greg Schwarze, Chair

ATTEST:

_____
Secretary

EMERGENCY TELEPHONE SYSTEM BOARD OF DU PAGE COUNTY
FY24 EXPENDITURE VS. BUDGET

COMP	AU	Account	Description	ANNUAL APPROPRIATION	ACTUAL BUDGET	YEAR TO DATE EXPENDED	YEAR TO DATE ENCUMBERED	REMAINING AVAILABLE	% YTD EXPENDED	% YTD REMAINING
4000	5820	50000-0000	REGULAR SALARIES	$ 1,004,362	$ 1,004,362	$ 747,591	$ -	$ 256,770.86	74%	26%
4000	5820	50050-0000	TEMPORARY SALARIES/ON CALL (new)	$ 10,000	$ 10,000	$ 7,925	$ -	$ 2,074.54	79%	21%
4000	5820	51000-0000	BENEFIT PAYMENTS	$ 13,525	$ 13,525	$ 1,691.55	$ -	$ 11,833.65	13%	87%
4000	5820	51010-0000	EMPLOYER SHARE I.M.R.F.	$ 82,559	$ 82,559	$ 61,983.19	$ -	$ 20,575.37	75%	25%
4000	5820	51030-0000	EMPLOYER SHARE SOCIAL SECURITY	$ 76,834	$ 76,834	$ 54,998.95	$ -	$ 21,834.75	72%	28%
4000	5820	51040-0000	EMPLOYEE MED & HOSP INSURANCE	$ 220,480	$ 220,480	$ 100,591.81	$ -	$ 119,888.56	46%	54%
4000	5820	51050-0000	FLEXIBLE BENEFIT EARNINGS	$ 4,000	$ 4,000	$ 50.00	$ -	$ 3,950.00	1%	99%
4000	5820	52000-0000	FURN/MACH/EQUIP SMALL VALUE	$ 39,000	$ 39,000	$ -	$ -	$ 39,000.00	0%	100%
4000	5820	52100-0000	I.T. EQUIPMENT-SMALL VALUE	$ 77,500	$ 77,500	$ 14,630.09	$ 49,689.58	$ 13,180.33	19%	17%
4000	5820	52200-0000	OPERATING SUPPLIES & MATERIALS	$ 2,000	$ 2,000	$ 861.02	$ -	$ 1,138.98	43%	57%
4000	5820	52210-0000	FOOD AND BEVERAGE	$ 750	$ 750	$ 565.09	$ -	$ 184.91	75%	25%
4000	5820	52250-0000	AUTO/MACHINERY EQUIPMENT/PARTS	$ 153,819	$ 153,819	$ 102,278.31	$ 18,383.38	$ 33,157.19	66%	22%
4000	5820	52260-0000	FUEL & LUBRICANTS	$ 2,500	$ 2,500	$ 365.71	$ -	$ 2,134.29	15%	85%
4000	5820	52270-0000	MAINTENANCE SUPPLIES	$ 2,000	$ 2,000	$ -	$ -	$ 2,000.00	0%	100%
4000	5820	52280-0000	CLEANING SUPPLIES	$ 500	$ 500	$ 68.63	$ -	$ 431.37	14%	86%
4000	5820	53000-0000	AUDITING & ACCOUNTING SERVICES	$ 108,920	$ 108,920	$ 31,800.00	$ -	$ 77,120.00	29%	71%
4000	5820	53020-0000	I.T. SERVICES	$ -	$ 46,800	$ 46,800.00	$ -	$ -	100%	0%
4000	5820	53030-0000	LEGAL SERVICES	$ 60,000	$ 60,000	$ -	$ -	$ 60,000.00	0%	100%
4000	5820	53040-0000	INTERPRETER SERVICES	$ 24,000	$ 24,000	$ 18,419.54	$ 2,385.66	$ 3,194.80	77%	13%
4000	5820	53090-0000	TECHNICAL/PROFESSIONAL SERVICES	$ 102,000	$ 55,200	$ 2,000.00	$ 500.00	$ 52,700.00	4%	95%
4000	5820	53130-0000	PUBLIC LIABILITY INSURANCE	$ 122,813	$ 122,813	$ 110,265.00	$ -	$ 12,547.53	90%	10%
4000	5820	53200-0000	NATURAL GAS	$ 3,700	$ 3,700	$ -	$ -	$ 3,700.00	0%	100%
4000	5820	53210-0000	ELECTRICITY	$ 25,000	$ 25,000	$ 13,228.67	$ -	$ 11,771.33	53%	47%
4000	5820	53220-0000	WATER & SEWER	$ 500	$ 500	$ -	$ -	$ 500.00	0%	100%
4000	5820	53250-0000	WIRED COMMUNICATION SERVICES	$ 1,247,387	$ 1,247,387	$ 416,494.74	$ 756,447.59	$ 74,444.27	33%	6%
4000	5820	53260-0000	WIRELESS COMMUNICATION SVC	$ 1,815,152	$ 1,815,152	$ 1,163,006.40	$ 470,653.92	$ 181,491.68	64%	10%
4000	5820	53300-0000	REPAIR & MTCE FACILITIES	$ 45,000	$ 45,000	$ 4,969.00	$ -	$ 40,031.00	11%	89%
4000	5820	53310-0000	REPAIR MAINT INFRASTRUCTURE	$ 50,000	$ 50,000	$ 856.00	$ -	$ 49,144.00	2%	98%
4000	5820	53370-0000	REPAIR & MTCE OTHER EQUIPMENT	$ 647,861	$ 647,861	$ 1,521.12	$ 28,464.06	$ 617,875.80	0%	95%
4000	5820	53400-0000	RENTAL OF OFFICE SPACE	$ 20,580	$ 20,580	$ -	$ -	$ 20,580.00	0%	100%
4000	5800	53410-0000	RENTAL OF MACHINERY & EQUIPMENT	$ 19,605	$ 19,605	$ -	$ 7,770.31	$ 11,834.69	0%	60%
4000	5820	53500-0000	MILEAGE EXPENSE	$ 2,000	$ 2,000	$ 73.70	$ -	$ 1,926.30	4%	96%
4000	5820	53510-0000	TRAVEL EXPENSE	$ 100,000	$ 100,000	$ 9,900.22	$ -	$ 90,099.78	10%	90%
4000	5820	53600-0000	DUES & MEMBERSHIPS	$ 1,508	$ 1,508	$ 669.00	$ -	$ 839.00	44%	56%
4000	5820	53610-0000	INSTRUCTION & SCHOOLING	$ 110,000	$ 110,000	$ 10,260.00	$ 24,000.00	$ 75,740.00	9%	69%
4000	5820	53800-0000	PRINTING	$ 5,000	$ 5,000	$ 158.00	$ -	$ 4,842.00	3%	97%
4000	5820	53800-0001	PRINTING (new)	$ -	$ 5,000	$ 3,375.14	$ 1,380.77	$ 244.09	68%	5%
4000	5820	53801-0000	ADVERTISING	$ 3,000	$ 3,000	$ 41.40	$ -	$ 2,958.60	1%	99%
4000	5820	53803-0000	MISCELLANEOUS MEETING EXPENSE	$ 1,500	$ 1,500	$ -	$ -	$ 1,500.00	0%	100%
4000	5820	53804-0000	POSTAGE & POSTAL CHARGES	$ 3,000	$ 3,000	$ 636.10	$ -	$ 2,363.90	21%	79%
4000	5820	53805-0000	OTHER TRANSPORTATION CHARGES	$ 1,000	$ 1,000	$ -	$ -	$ 1,000.00	0%	100%
4000	5820	53806-0000	SOFTWARE LICENSES (revised)	$ 2,821,721	$ 2,821,721	$ 2,004,573.35	$ 682,772.47	$ 134,374.70	71%	5%
4000	5820	53807-0000	SOFTWARE MAINT AGREEMENTS (revised)	$ 952,564	$ 952,564	$ 462,044.78	$ 92,158.34	$ 398,360.52	49%	42%
4000	5820	53808-0000	STATUTORY & FISCAL CHARGES	$ -	$ -	$ -	$ -	$ -	0%	0%
4000	5820	53810-0000	CUSTODIAL SERVICES	$ 53,000	$ 53,000	$ 40,000.00	$ -	$ 13,000.00	75%	25%
4000	5820	53830-0000	OTHER CONTRACTUAL EXPENSES	$ 3,705,085	$ 3,705,085	$ 555,701.92	$ 349,727.08	$ 2,799,656.00	15%	76%
4000	5820	54100-0000	IT EQUIPMENT	$ 43,160	$ 213,078	$ 213,077.50	$ -	$ 0.50	100%	0%
4000	5820	54100-0700	IT EQUIPMENT - CAPITAL LEASE (new)	$ -	$ 12,000	$ 7,481.82	$ -	$ 4,518.18	62%	38%
4000	5820	54107-0000	SOFTWARE (new)	$ 29,000	$ 30,000	$ 14,681.50	$ 14,681.50	$ 637.00	49%	2%
4000	5820	54110-0000	EQUIPMENT AND MACHINERY	$ 730,572	$ 7,380,972	$ 6,751,984.48	$ -	$ 628,987.29	91%	9%
			Total	$ 14,544,455	$ 21,382,773		$ 2,499,015	$ 5,906,138	0%	28%
EXPENDITURES FOR PERIOD:			**October 9, 2024**			**$ 375,758.02**	**Internal Transfer:**			

COMP	AU	Account	Description	ANNUAL APPROPRIATION	ACTUAL BUDGET	YEAR TO DATE TRANSFERRED	YEAR TO DATE ENCUMBERED	REMAINING BALANCE	% YTD EXPENDED	% YTD REMAINING
4000	5820	53828-0000	CONTINGENCIES (xfers to Personnel/Contracts/Commodities)	$ 300,000.00	$ 300,000.00	$ (17,000.00)		$ 283,000.00	-6%	94%
4000	5820	54199-0000	CAPITAL CONTINGENCY (xfers to Capital)	$ 29,072,674	$ 29,072,674	$ (6,821,318.00)	$ (1,900,000.00)	$ 20,351,356.00	-23%	70%

OFFICE OF THE COUNTY AUDITOR

Bill White, JD, CIA
DuPage County Auditor

421 N. County Farm Road
Wheaton, Illinois 60187
(630) 407-6075
www.dupagecounty.gov/auditor

To: Hon. Greg Schwarze, Chairman
DuPage County Emergency Telephone System Board (ETSB)

ETSB Members

From: Bill White, J.D., C.I.A. *WFW*
County Auditor

Subject: Internal Audit of Accounts Payable
#24-56

Date: September 30, 2024

The Office of the County Auditor has completed a limited scope internal audit of the transaction processing of ETSB invoices submitted for payment. The audit identified five exceptions that required correction by the ETSB or Finance Department.

All of the invoices submitted have been reviewed and released for payment by the County Auditor. The results of the audit are presented below.

Results

My Office has performed voucher pre-audit procedures for the invoices submitted for approval by the ETSB at the October 9, 2024, Board Meeting. The invoices listed on the Bank Account Payment History Report dated September 27, 2024, have been examined and are recommended for payment. The total amount of the expenditures is $375,758.02:

- FY2024 Equalization Fund (4000-5820) $375,758.02

Five exceptions were identified by the County Auditor.

An AT&T FirstNet invoice for $403.49 for wireless phone service was entered by the Finance Department into the MHC system with an incorrect invoice number. The County Auditor disapproved the invoice on September 17, 2024. The Finance Department corrected the invoice number and resubmitted the invoice to the County Auditor for approval on September 17, 2024. The County Auditor recommended the invoice for payment on September 18, 2024.

Three travel reimbursements for Krzysztof Cieplinski for $1,898.62, Gregg Taormina for $1,398.41, and Linda Zerwin for $1,943.91 were submitted by the ETSB without an authorizing signature on the reimbursement requests. The County Auditor disapproved the 3 invoices on September 24, 2024. The ETSB obtained the authorizing signatures and resubmitted the invoices to the County Auditor for approval that same day. The County Auditor recommended the 3 invoices for payment on September 26, 2024.

A travel reimbursement for Prithvi Bhatt for $1,467.64 was submitted by the ETSB with no supporting documentation attached to the reimbursement request. The County Auditor disapproved the invoice on September 26, 2024. The ETSB provided the missing documentation and resubmitted the invoice to the County Auditor for approval on September 27, 2024. The County Auditor recommended the invoice for payment that same day.

Objective

The County Auditor will perform a series of procedures designed to evaluate the internal controls involved in the processing of transactions in the accounts payable system. The actual procedures performed will depend upon the County Auditor's assessment of risks associated with the transactions.

Background/Audit Scope

Invoices and the related supporting documentation are initially prepared and submitted for payment processing by County departments to the centralized accounts payable function administered by the Finance Department.

The County Auditor performs audit procedures on the payment documentation after the information has been entered into the accounts payable system by the Finance Department. These procedures include reviewing the scanned images of the invoice and supporting documentation and comparing it to the information entered into the system. Significant discrepancies noted between the supporting documentation and the information recorded in the system are identified by the County Auditor as exceptions. In these situations, the County Auditor notifies the Finance Department of the problem. When the discrepancies are resolved, the County Auditor approves the invoice.

A Bank Account Payment History Report is generated by the Finance Department after the invoices have been approved and the County Auditor verifies that each of the recommended payments was properly posted to the County's General Ledger.

Audit Findings and Recommendations

The County Auditor audited 43 invoices submitted for payment, five exceptions were identified.

The Finance Department should verify the completeness and accuracy of invoices entered into the ERP and MHC systems prior to forwarding to the County Auditor for review and payment recommendation.

The ETSB should review and authorize each invoice, and verify the completeness and accuracy of invoices prior to forwarding to the Finance Department for entry into the ERP and MHC systems.

The ETSB should continue to regularly review available ERP reports and real-time transaction information to monitor the progress of invoices submitted for payment to preclude the potential for incorrect payments.

Thank you for your continued assistance.

cc: Linda Zerwin, Executive Director
Jeff Martynowicz, Chief Financial Officer

AP255 Date: 09/27/24 JOB SUBMISSION PARAMETERS
Time: 11:10

User Name: DP\FNDMD
Job Name: AP255-4000
Step Nbr: 1

Pay Group: 4000
Cash Code: 1414 Class C Accounts Payable

Payment Date: 092724 - 092724
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 09/27/24 thru 09/27/24
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 532839 Payment Date 09/27/24			Vendor 10667				CDW GOVERNMENT INC	Status Issued	
10667	AA3X96Q		IX	102	09/27/24		270.49	0.00	270.49
10667	AA49S7H		IX	102	10/06/24		66.25	0.00	66.25
10667	AA5BR2H		IX	102	10/07/24		1,216.54	0.00	1,216.54
10667	AA6K43T		IX	102	10/16/24		37.62	0.00	37.62
10667	AA6LE8Q		IX	102	10/17/24		87.78	0.00	87.78
			*** Payment Total				1,678.68	0.00	1,678.68
Payment Number 532840 Payment Date 09/27/24			Vendor 10500				DECCAN INTERNATIONAL	Status Issued	
10500	3559		IX	102	09/26/24		42,768.00	0.00	42,768.00
			*** Payment Total				42,768.00	0.00	42,768.00
Payment Number 532841 Payment Date 09/27/24			Vendor 28678				PURVIS SYSTEMS INCORPORATED	Status Issued	
28678	42192		IX	102	09/21/24		5,960.00	0.00	5,960.00
			*** Payment Total				5,960.00	0.00	5,960.00
Payment Number 532842 Payment Date 09/27/24			Vendor 28678				PURVIS SYSTEMS INCORPORATED	Status Issued	
28678	42193		IX	102	09/21/24		2,785.00	0.00	2,785.00
			*** Payment Total				2,785.00	0.00	2,785.00
Payment Number 532843 Payment Date 09/27/24			Vendor 28678				PURVIS SYSTEMS INCORPORATED	Status Issued	
28678	42265		IX	102	03/10/24		3,640.00	0.00	3,640.00
			*** Payment Total				3,640.00	0.00	3,640.00
Payment Number 532844 Payment Date 09/27/24			Vendor 44136				ALLIED CONTINENTAL HOLDINGS,	Status Issued	
44136	00347885		IX	102	08/16/24		184.96	0.00	184.96
44136	00347906		IX	100	08/17/24		278.96	0.00	278.96
44136	291140		IX	102	09/06/24		35.00	0.00	35.00
44136	291141		IX	100	09/06/24		35.00	0.00	35.00
			*** Payment Total				533.92	0.00	533.92
Payment Number 532845 Payment Date 09/27/24			Vendor 44522				TOSHIBA AMERICA BUSINESS	Status Issued	
44522	6364459		IX	102	09/25/24		2,292.75	0.00	2,292.75
44522	6364703		IX	102	09/26/24		1,553.12	0.00	1,553.12
44522	6373115		IX	102	10/04/24		1,277.58	0.00	1,277.58
			*** Payment Total				5,123.45	0.00	5,123.45
		*** Payment Code ACH Total					62,489.05	0.00	62,489.05
		Payment Count					7		

Payment Date Range 09/27/24 thru 09/27/24
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1198866 Payment Date 09/27/24		Vendor 10008	AT&T					Status Issued	
10008	630495190208 2024			IX 102	09/15/24		307.36	0.00	307.36
					*** Payment Total		307.36	0.00	307.36
Payment Number 1198867 Payment Date 09/27/24		Vendor 10008	AT&T					Status Issued	
10008	630665711309 2024			IX 102	10/04/24		1,026.48	0.00	1,026.48
					*** Payment Total		1,026.48	0.00	1,026.48
Payment Number 1198868 Payment Date 09/27/24		Vendor 10008	AT&T					Status Issued	
10008	630R06015908 2024			IX 102	09/15/24		1,824.69	0.00	1,824.69
					*** Payment Total		1,824.69	0.00	1,824.69
Payment Number 1198869 Payment Date 09/27/24		Vendor 10008	AT&T					Status Issued	
10008	S667122122-24234			IX 102	09/20/24		1,006.21	0.00	1,006.21
					*** Payment Total		1,006.21	0.00	1,006.21
Payment Number 1198870 Payment Date 09/27/24		Vendor 10009	AT&T MOBILITY					Status Issued	
10009	287316512139X08082024			IX 102	08/30/24		.94	0.00	.94
10009	287316512139X09082024			IX 102	09/30/24		403.49	0.00	403.49
					*** Payment Total		404.43	0.00	404.43
Payment Number 1198871 Payment Date 09/27/24		Vendor 44449	BHATT, PRITHVI					Status Issued	
44449	TRV20240915			IX 102	09/24/24		1,467.64	0.00	1,467.64
					*** Payment Total		1,467.64	0.00	1,467.64
Payment Number 1198872 Payment Date 09/27/24		Vendor 26974	CIEPLINSKI, KRZYSZTOF					Status Issued	
26974	TRV20240915			IX 102	09/24/24		1,898.62	0.00	1,898.62
					*** Payment Total		1,898.62	0.00	1,898.62
Payment Number 1198873 Payment Date 09/27/24		Vendor 10023	COM ED					Status Issued	
10023	6819698000 082224			IX 102	09/21/24		208.87	0.00	208.87
					*** Payment Total		208.87	0.00	208.87
Payment Number 1198874 Payment Date 09/27/24		Vendor 12382	COMCAST					Status Issued	
12382	218072172			IX 102	10/15/24		38,516.53	0.00	38,516.53
					*** Payment Total		38,516.53	0.00	38,516.53
Payment Number 1198875 Payment Date 09/27/24		Vendor 10850	DELL MARKETING LP					Status Issued	
10850	10771515691			IX 102	10/13/24		53.29	0.00	53.29
					*** Payment Total		53.29	0.00	53.29
Payment Number 1198876 Payment Date 09/27/24		Vendor 41573	FACILITY GATEWAY CORPORATION					Status Issued	
41573	237608			IX 102	08/30/24		398.95	0.00	398.95
41573	237798			IX 102	09/04/24		1,084.17	0.00	1,084.17
					*** Payment Total		1,483.12	0.00	1,483.12
Payment Number 1198877 Payment Date 09/27/24		Vendor 10809	INSIGHT PUBLIC SECTOR INC					Status Issued	
10809	1101194733			IX 102	09/13/24		110,440.00	0.00	110,440.00

Payment Date Range 09/27/24 thru 09/27/24
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1198877 Payment Date 09/27/24			Vendor 10809				INSIGHT PUBLIC SECTOR INC	Status Issued	
			*** Payment Total				110,440.00	0.00	110,440.00
Payment Number 1198878 Payment Date 09/27/24			Vendor 25029				INTERGRAPH CORPORATION	Status Issued	
25029	P230000960		IX	102	12/17/23		3,000.00	0.00	3,000.00
			*** Payment Total				3,000.00	0.00	3,000.00
Payment Number 1198879 Payment Date 09/27/24			Vendor 25029				INTERGRAPH CORPORATION	Status Issued	
25029	P230000888		IX	102	11/26/23		18,051.75	0.00	18,051.75
			*** Payment Total				18,051.75	0.00	18,051.75
Payment Number 1198880 Payment Date 09/27/24			Vendor 10115				MOTOROLA SOLUTIONS INC	Status Issued	
10115	8281974638		IX	102	10/06/24		295.36	0.00	295.36
			*** Payment Total				295.36	0.00	295.36
Payment Number 1198881 Payment Date 09/27/24			Vendor 10115				MOTOROLA SOLUTIONS - STARCOM21	Status Issued	
10115	8689120240801		IX	102	10/01/24		121,537.00	0.00	121,537.00
10115	8689420240801		IX	102	10/01/24		7,760.00	0.00	7,760.00
			*** Payment Total				129,297.00	0.00	129,297.00
Payment Number 1198882 Payment Date 09/27/24			Vendor 39549				ODP BUSINESS SOLUTIONS, LLC	Status Issued	
39549	382070209001		IX	102	09/24/24		43.62	0.00	43.62
39549	382071725001		IX	102	09/22/24		20.69	0.00	20.69
39549	386628566001		IX	102	10/11/24		5.69	0.00	5.69
39549	386628869001		IX	102	10/12/24		78.02	0.00	78.02
			*** Payment Total				148.02	0.00	148.02
Payment Number 1198883 Payment Date 09/27/24			Vendor 43159				TAORMINA, GREGG	Status Issued	
43159	TRV20240915		IX	102	09/24/24		1,398.41	0.00	1,398.41
			*** Payment Total				1,398.41	0.00	1,398.41
Payment Number 1198884 Payment Date 09/27/24			Vendor 11201				UNITED STATES POSTAL SERVICE	Status Issued	
11201	34855593 073124 ETSB		IX	102	08/30/24		65.16	0.00	65.16
			*** Payment Total				65.16	0.00	65.16
Payment Number 1198885 Payment Date 09/27/24			Vendor 10597				VERIZON	Status Issued	
10597	9971961757		IX	102	09/19/24		432.12	0.00	432.12
			*** Payment Total				432.12	0.00	432.12
Payment Number 1198886 Payment Date 09/27/24			Vendor 18942				ZERWIN, LINDA	Status Issued	
18942	TRV20240915		IX	102	10/15/24		1,943.91	0.00	1,943.91
			*** Payment Total				1,943.91	0.00	1,943.91
			*** Payment Code CHK Total				313,268.97	0.00	313,268.97
			Payment Count				21		
			*** Cash Code 1414 Total				375,758.02	0.00	375,758.02
			Payment Count				28		

*** Pay Group 4000 USD Total	375,758.02	0.00	375,758.02
Payment Count	28		

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

File #: 24-2434 **Agenda Date:** 10/9/2024 **Agenda #:** 7.D.1.

RESOLUTION APPROVING CHANGE ORDER #3 TO AT&T INC. PO 922020/5866-1 FOR ADDITIONAL DAYS OF AGENT TRAINING SESSIONS ON THE MOTOROLA VESTA FOR THE DU-COMM PUBLIC SAFETY ANSWERING POINT (PSAP) (CHANGE ORDER AMOUNT: $12,089.50; NEW CONTRACT AMOUNT: $6,019,330.09)

WHEREAS, the DuPage County Emergency Telephone System Board ("DU PAGE ETSB") is an emergency telephone system board, established pursuant to Section 15.4 of the Local Government Emergency Telephone System Act, 50 ILCS 750/15.4 ("Act"); and

WHEREAS, the DU PAGE ETSB is authorized and empowered, pursuant to Section 15.4 (b) of the Act to plan, implement, upgrade, and maintain an Emergency 9-1-1 System for citizens of the County of DuPage and portions of Cook, Kane and Will counties; and

WHEREAS, the DU PAGE ETSB is authorized by law and local ordinance to make disbursements from the 9-1-1 surcharge funds it receives pursuant to law for costs related to products and services necessary for the implementation, upgrade and maintenance of the emergency telephone system; and

WHEREAS, an agreement has been negotiated in accordance with the DU PAGE ETSB by ordinance; and

WHEREAS, the 9-1-1 System Coordinator recommends DU PAGE ETS Board approval of AT&T Inc. Change Order #3, PO 922020/5866-1, f or five (5) additional days of Agent training sessions on the Motorola Vesta for the DU-COMM Public Safety Answering Point (PSAP). The total amount of the change order is $12,089.50, for a new contract amount of $6,019,330.09.

NOW, THEREFORE BE IT RESOLVED, that DU PAGE ETSB Change Order #3 to AT&T Inc., PO 922020/5866-1, dated September 4, 2024, covering said, additional Agent training sessions, be, and is hereby approved by the DU PAGE ETSB to AT&T Inc., One AT&T Way, Bedminster, NJ 07921, for a total amount of $6,019,330.09.

Enacted and approved this 9th day of October, 2024 at Wheaton, Illinois.

_____

GREG SCHWARZE, CHAIR

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Sep 4, 2024

MinuteTraq (IQM2) ID #:

Purchase Order #: 922020/5866-1	**Original Purchase Order Date:** Jun 8, 2022	**Change Order #:** 3	**Department:** ETSB
Vendor Name: AT&T Inc.		**Vendor #:** 10008	**Dept Contact:** Eve Kraus

Background and/or Reason for Change Order Request:	Request for Change Order #3 to AT&T Inc. Purchase Order 922020/5866-1 for five (5) additional days of Agent training sessions on the Motorola Vesta for the DU-COMM PSAP. Total amount of change order is $12,089.50, for a new contract amount of $6,019,330.09.

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	$4,038,285.38
B	Net $ change for previous Change Orders	$1,968,955.21
C	Current contract amount (A + B)	$6,007,240.59
D	Amount of this Change Order ☒ Increase ☐ Decrease	$12,089.50
E	New contract amount (C + D)	$6,019,330.09
F	Percent of current contract value this Change Order represents (D / C)	0.20%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	49.06%

DECISION MEMO NOT REQUIRED

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

☐ Change budget code from: _____ to: _____

☐ Increase/Decrease quantity from: _____ to: _____

☐ Price shows: _____ should be: _____

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

DECISION MEMO REQUIRED

☐ Increase (greater than 29 days) contract expiration from: _____ to: _____

☒ Increase ≥ $2,500.00, or ≥ 10%, of current contract amount ☒ Funding Source 4000-5820-54110

☐ OTHER - explain below:

ek	630-550-7743	Sep 4, 2024	LMZ	630-878-2509	Sep 4, 2024
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date

REVIEWED BY (Initials Only)

Buyer	Date	Procurement Officer	Date: 9/16/2024
Chief Financial Officer (Decision Memos Over $25,000)	Date	Chairman's Office (Decision Memos Over $25,000)	Date

Purchase Requisition
Procurement Services Division

Date: Sep 4, 2024
MinuteTraq (IQM2) ID #:
Department Req #: 922020/5866-1
RFP, Bid or Quote #:

Send Purchase Order To:			Send Invoices To:		
Vendor: AT&T Inc.	Vendor #: 10008		Dept: DuPage ETSB	Division:	
Attn: Jennifer Kuceba	Email:		Attn: 9-1-1 Coordinator	Email: etsb911@dupageco.org	
Address: 225 W. Randolph Street.			Address: 421 N. County Farm Road	Room:	
City: Chicago	State: IL	Zip: 60606	City: Wheaton	State: IL	Zip: 60187
Phone:	Fax:		Phone: 630-550-7743	Fax:	
Send Payments To:			**Ship To:**		
Vendor: AT&T Inc.	Vendor #: 10008		Dept:	Division:	
Attn:	Email:		Attn:	Email:	
Address: PO Box 9009			Address: 421 N. County Farm Road	Room:	
City: Carol Stream	State: IL	Zip: 60197-9009	City: Wheaton	State: IL	Zip: 60187
Phone:	Fax:		Phone:	Fax:	

Payment Terms	F.O.B.	PO 20 Delivery Date	Requisitioner
PER 50 ILCS 505/1	Destination		

Use for	Contract Administrator	Contract Start Date	Contract End Date	Use for
PO25 only	Eve Kraus	Nov 25, 2023	Nov 24, 2025	PO25 only

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Dept #	Acctg Unit	Acct #	Sub-Accts and/or Activity #	Unit Price	Extension
1	5	EA		CPE Vesta Agent Training	24	4000	5820	54110		2,417.90	12,089.50
									Requisition Total		$ 12,089.50

Header Comments (these comments will appear on the PO20 and PO25 Purchase Order) :

Special Instructions/Comments to Buyer or Approver (these comments will NOT appear on the Purchase Order) :

User Department Internal Notes (these comments will NOT appear on the Purchase Order) :

This is a service, nothing will be shipped.

Decision Memo

Procurement Services Division

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

Date: Sep 4, 2024

MinuteTraq (IQM2) ID #:

Department Requisition #: 922020/5866-1

Requesting Department: ETSB	Department Contact: Eve Kraus
Contact Email: etsb911@dupageco.org	Contact Phone: 630-550-7743
Vendor Name: AT&T, Inc.	Vendor #: 10008

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

Request for Change Order #3 to AT&T Inc. Purchase Order 922020/5866-1 for five (5) additional days of Agent training sessions on the Motorola Vesta for the DU-COMM PSAP. Total amount of change order is $12,089.50, for a new contract amount of $6,019,330.09.

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

DU-COMM requested additional training sessions to accommodate having all their staff attend the vendor led training. The original contract scope was approved under the previous leadership at DU-COMM and their preference at that time was for train-the-trainer sessions. The new leadership has requested 5 additional sessions.

Strategic Impact

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

The additional training sessions will allow the Telecommunicators to all attend the same training provided by the vendor. This will ensure that all Telecommunicators will have access to the same training and not be reliant on train-the-trainer sessions.

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

The original contract was vetted via a RFP. This is an extension of previously contracted maintenance.

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

1. Approve Change Order #3 to allow for additional Agent training.
2. Deny Change Order #3.

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

This was not a budgeted expense, but available funds exist in FY24 in 4000-5820-54110 in the amount of $12,089.50 to cover the cost.

AT&T Customer Service Order - Move, Add and Change
(CSO - MAC)
Order Form

DATE 9/3/2024 **Page 01 of 01**

Fax Orders to: 847-326-3430 **Phone Numbers: 262-455-5213**

E-Mail: jk9872@att.com

Originators:
Name Jennifer Kuceba **Tel No. 847-207-7379** **Fax No. 630-499-2205**

Cal Net Order Yes ___ No **X**	Site Hours of Operation: **8:00am-5:00pm**

Site Contract # _____ **Requested Due Date** **10/1/2024**

System Type **Motorola VESTA**

Type of Work

Drop Ship **Material & Labor** **Labor Only** **PM CSO X** **Site Survey**

Bill to Information:

Customer Name	**ETSB of DuPage County**		
Address	**420 N. County Farm Road**		
City, State	**Wheaton, IL**	**Zip:**	**60187**
Billing Contact Name	**Eve Kraus**	**Phone**	**630-550-7743**
Customer P. O. #		**Tax Exempt?**	**Yes**

Install Site Information: Site 1

Discount Authorization Form Attached (Y/N) N/A **Date:**

Description of Work / Comments:
Part Number: 000001-06701 Item Description: V9-1-1 AGENT TRAINING Unit Cost: $2,417.90
Quantity: 5=
Total $12,089.50

Customer #:
CPR #:
Customer:
ETSB of DuPage County
420 N. County Farm Road
Contact: Eve Kraus Ph: 630-550-7743

Customer Signature: _____

Print Name: _____

Date: _____

AT&T Sales Signature: _____

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

File #: 24-2643 **Agenda Date:** 10/9/2024 **Agenda #:** 7.D.2.

RESOLUTION APPROVING CHANGE ORDER #2 TO MOTOROLA SOLUTIONS, INC. PO 920153/4951-1 TO RECONCILE THE FY24 USER RADIO COUNT WITHIN THE DMS RADIO MANAGER CONTRACT (NON-MONETARY CHANGE ORDER)

WHEREAS, the DuPage County Emergency Telephone System Board ("DU PAGE ETSB") is an emergency telephone system board, established pursuant to Section 15.4 of the Local Government Emergency Telephone System Act, 50 ILCS 750/15.4 ("Act"); and

WHEREAS, the DU PAGE ETSB is authorized and empowered, pursuant to Section 15.4 (b) of the Act to plan, implement, upgrade, and maintain an Emergency 9-1-1 System; and

WHEREAS, the DU PAGE ETSB is authorized by law and local ordinance to make disbursements from the 9-1-1 surcharge funds it receives pursuant to law for costs related to products and services necessary for the implementation, upgrade and maintenance of the emergency telephone system; and

WHEREAS, an agreement has been negotiated in accordance with the DU PAGE ETSB by ordinance; and

WHEREAS, the 9-1-1 System Coordinator recommends DU PAGE ETS Board approval of Change Order #2 to Purchase Order 920153/4951-1 to reconcile the FY24 user radio count operating in the DuPage Emergency Interoperable Radio System (DEDIRS) for payment and accounting of contractual obligations of the DMS Radio Manager contract. This is a non-monetary change to the contract.

NOW, THEREFORE BE IT RESOLVED, that DU PAGE ETSB Change Order #2 to Purchase Order 920153/4951-1 dated September 24, 2024, covering said, reconciliation of the radio user count for DMS Radio Manager, be, and is hereby approved by the DU PAGE ETSB.

Enacted and approved this 9th day of October, 2024 at Wheaton, Illinois.

_____

GREG SCHWARZE, CHAIR

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Sep 24, 2024

MinuteTraq (IQM2) ID #: _____

Purchase Order #: 920153/4951-1	**Original Purchase Order Date:** Nov 9, 2020	**Change Order #:** 2	**Department:** ETSB
Vendor Name: Motorola Solutions, Inc.		**Vendor #:** 10115	**Dept Contact:** Eve Kraus

Background and/or Reason for Change Order Request: Recommendation for approval of Change Order #2 to Motorola Solutions, Inc. PO 920153/4951-1 to reconcile the user radio count operating in the DuPage Emergency Interoperable Radio System (DEDIRS) for FY24 for payment and accounting of contractual obligations of the DMS Radio Manager contract. This is a non-monetary change order to the contract to reduce the number of radios covered under the contract for FY24.

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	$448,860.00
B	Net $ change for previous Change Orders	$0.00
C	Current contract amount (A + B)	$448,860.00
D	Amount of this Change Order ☐ Increase ☐ Decrease	$0.00
E	New contract amount (C + D)	$448,860.00
F	Percent of current contract value this Change Order represents (D / C)	0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	0.00%

DECISION MEMO NOT REQUIRED

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

☐ Change budget code from: _____ to: _____

☐ Increase/Decrease quantity from: _____ to: _____

☐ Price shows: _____ should be: _____

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

DECISION MEMO REQUIRED

☐ Increase (greater than 29 days) contract expiration from: _____ to: _____

☐ Increase ≥ $2,500.00, or ≥ 10%, of current contract amount ☐ Funding Source _____

☒ OTHER - explain below:

Reconciliation of user radio counts for FY24.

ek	630-550-7743	Sep 24, 2024	LMZ	630-878-2509	Sep 24, 2024
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date

REVIEWED BY (Initials Only)

Buyer	Date	Procurement Officer	Date 10/2/2024
Chief Financial Officer (Decision Memos Over $25,000)	Date	Chairman's Office (Decision Memos Over $25,000)	Date

Decision Memo

Procurement Services Division

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

Date: Sep 24, 2024

MinuteTraq (IQM2) ID #:

Department Requisition #: 920153/4951-1

Requesting Department: ETSB	Department Contact: Eve Kraus
Contact Email: etsb911@dupageco.org	Contact Phone: 630-550-7743
Vendor Name: Motorola Solutions, Inc.	Vendor #: 10115

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

Recommendation for approval of Change Order #2 to Motorola Solutions, Inc. PO 920153/4951-1 to reconcile the user radio count operating in the DuPage Emergency Interoperable Radio System (DEDIRS) for FY24 for payment and accounting of contractual obligations of the DMS Radio Manager contract. This change order to true up the number of radios covered under the contract for FY24. This is a non-monetary change order to the contract.

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

Radio Manager is used to manage the APX numbered series radios that exist in the DEDIR System. This web-based platform allows for tracking of subscriptions, service contracts and tech support status tickets. The APX4000/6000/8000 series radios will remain in this contract resulting in an adjusted count of 882, for an amount of $21,168.00, for December 1, 2023 through November 30, 2024.

Strategic Impact

Financial Planning

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

This is a true up for the contract to eliminate radios no longer in service and add radios, such as the APX4000 portables, purchased off the new contract as they are deployed. APXNext radio service is covered under a different program called Command Central in a separate contract. The adjusted count will result in a decrease in the contract of $61,104.00 for FY24. The contract dollar amount will not be decreased and closed until contract expires in 2025.

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

This is a change in the count of radios to an existing contract, no vetting is necessary.

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

1. Approve Change Order #2 to allow for payment and accounting of contractual obligations.
2. Deny Change Order #2 and the invoice cannot be reconciled and processed for payment.

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

Sufficient funds were budgeted for FY24 in 4000-5820-53830: Other Contractual Services in the amount of $82,272.00. The adjusted count will result in a decrease in the contract of $61,104.00 for FY24. The contract dollar amount will not be decreased and closed until contract expires in 2025.

MOTOROLA SOLUTIONS

CHANGE ORDER

Change Order Number:	2
Date:	09/24/2024
Project Name and Number:	DuPage County APX NEXT
Customer Name:	DuPage County ETSB
Customer Project Mgr:	

The purpose of this Change Order is to: *(highlight the key reasons for this Change Order)*

The purpose of this change order is to amend Year 4 of the ADVANCED RMS maintenance pricing as the Radio count was reduced from a radio qty of 3,428 to Radio qty 882

Contract Project Identifier (Name or Number):	DuPage County ETSB DMS-Radio Management	**Contract Date:**	November 4th, 2020

In accordance with the terms and conditions of the contract identified above between DuPage County ETSB and Motorola Solutions, Inc., the following changes are approved:

Contract Price* Adjustments

Original Contract Price:	$ 435,278.40
Previous Change Order amounts for Change Order numbers	$ (13,581.60)
This Change Order:	$ (61,104.00)
Contract Credit (If Applicable):	$ 0
New Contract Price:	$360,592.80

***"Contract Price" does not include taxes.**

Completion Date Adjustments

Original Completion Date:	No Change

MOTOROLA SOLUTIONS

CHANGE ORDER

Current Completion Date prior to this Change Order:	No Change
New Completion Date:	No Change

Equipment Changes: *(additions, deletions or modifications)* Include attachments if needed.
No Equipment Change

Scope of Work Changes: *(additions, deletions or modifications)* Include attachments if needed.
Scope of work based off of Change order 1 had a modified Count of 1,701 radios. This change order is to reduce the qty of radios from 3,428 to 882 for the terms 12/01/2023-11/30/2024.

SUA/Support Service Changes: *(additions, deletions or modifications)* Include attachments if needed. Must be completed by Project CSM.
N/A

Schedule Changes: *(describe change or N/A)*
N/A

Contract Price Changes: *(describe change or N/A)*
Original pricing for year 4 was $82,272 the change order 2 will reduce the pricing for year 4 to $21,168 for the year to reflect the reduction in radio count from 3,428 to 882

Customer Responsibilities: *(describe change or N/A)*
None

Payment Schedule for this Change Order: *(describe new payment terms applicable to this change order)*
No Change

Purchase Order Requirements for this Change Order (select only one).

☐ A Purchase Order is required - included with this change order and is attached.

☐ No Purchase Order is required - Customer affirms that this change order document is the only notice to proceed required, that funding has been encumbered for this change order in its entirety, and that no further purchase orders will be issued against this change order,

MOTOROLA SOLUTIONS

CHANGE ORDER

☐ No Purchase Order required - this is a $0 Change Order, or a decrease in scope.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola Solutions, Inc.		**Customer**	
By:		By:	
Printed Name:		Printed Name:	Brianna Harvey
Title:		Title:	Customer Support Manager
Date:		Date:	09/24/2024

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

File #: ETS-R-0064-24 **Agenda Date:** 10/9/2024 **Agenda #:** 7.E.1.

AWARDING RESOLUTION TO MOTOROLA SOLUTIONS INC. PO 924016 FOR A DIGITAL FIXED STATION INTERFACE SOLUTION WITH A ONE (1) YEAR WARRANTY AND FIVE (5) YEARS OF SUAII MAINTENANCE (TOTAL AMOUNT: $110,077.00)

WHEREAS, the DuPage County Emergency Telephone System Board ("DU PAGE ETSB") is an emergency telephone system board, established pursuant to Section 15.4 of the Local Government Emergency Telephone System Act, 50 ILCS 750/15.4 ("Act"); and

WHEREAS, the DU PAGE ETSB is authorized and empowered, pursuant to Section 15.4 (b) of the Act to plan, implement, upgrade, and maintain an Emergency 9-1-1 System for citizens of the County of DuPage and portions of Cook, Kane and Will counties; and

WHEREAS, the DU PAGE ETSB is authorized by law and local ordinance to make disbursements from the 9-1-1 surcharge funds it receives pursuant to law for costs related to products and services necessary for the implementation, upgrade and maintenance of the emergency telephone system; and

WHEREAS, an agreement has been negotiated in accordance with the DU PAGE ETSB by ordinance; and

WHEREAS, the 9-1-1 System Coordinator recommends DU PAGE ETS Board approval of Purchase Order 924016 to Motorola Solutions Inc. for a Digital Fixed Station Interface solution with a one (1) year warranty and five (5) years of SUAII maintenance. The total amount of the request is $110,077.00.

NOW, THEREFORE BE IT RESOLVED, that DU PAGE ETSB Requisition 924016, dated August 19, 2024, covering said, a Digital Fixed Station Interface solution, be, and it is hereby approved by the DU PAGE ETSB to Motorola Solutions, Inc., 2000 Progress Parkway, Schaumburg, IL 60196, for an amount of $110,077.00.

Enacted and approved this 9th day of October, 2024 at Wheaton, Illinois.

_____

GREG SCHWARZE, CHAIR

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID #:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $90,292.00
COMMITTEE: ETSB	TARGET COMMITTEE DATE: 09/11/2024	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $110,077.00
	CURRENT TERM TOTAL COST: $90,292.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Motorola Solutions, Inc.	VENDOR #: 10115	DEPT: DuPage ETSB	DEPT CONTACT NAME: Eve Kraus
VENDOR CONTACT: Chris Chisnell	VENDOR CONTACT PHONE: 847-489-9379	DEPT CONTACT PHONE #: 630-550-7743	DEPT CONTACT EMAIL: etsb911@dupagecounty.gov
VENDOR CONTACT EMAIL: chris.chisnell@motorolasolutions.com	VENDOR WEBSITE: motorolasolutions.com	DEPT REQ #: 924016	

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.). Recommendation for approval of Purchase Order 924016 to Motorola Solutions, Inc. for a Digital Fixed Station Interface (DFSI) solution to provide data to the PSAP radio consoles for the backup radio systems. The proposal contains a one (1) year warranty and five (5) years of SUAII maintenance. Total amount of $110,077.00.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
Currently, the backup systems do not allow the radio consoles to have priority over other traffic, they do not display the alias of the radio that is transmitting, and the Telecommunicators would not receive emergency alerts from the radios in backup mode. DFSI is a system to provide the same functionality on the 800 backup system that each PSAP maintains that is available on the Starcom system.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
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. DFSI allows non-Starcom Systems to provide Starcom features to other solutions. It is a Motorola product and will be connecting to Motorola equipment in the PSAPs.
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. Approve Purchase Order 924016 to allow for the integration of Starcom features for non-Starcom backup systems. The Tech Focus Group members from both PSAPs requested this integrated solution. 2. Deny Purchase Order 924016 and the TCs will not have the same functionality with the console upgrade.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific. N/A
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not. N/A
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted. N/A

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Motorola Solutions, Inc.	Vendor#: 10115	Dept: DuPage ETSB	Division:
Attn: Chris Chisnell	Email: chris.chisnell@motorolasolutions.com	Attn: 9-1-1 Coordinator	Email: etsb911@dupagecounty.gov
Address: 2000 Progress Parkway	City: Schaumburg	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60196	State: IL	Zip: 60187
Phone: 847-489-9379	Fax:	Phone: 630-550-7743	Fax:
Send Payments To:		*Ship to:*	
Vendor: Motorola Solutions, Inc.	Vendor#: 10115	Dept: DuPage ETSB	Division:
Attn:	Email:	Attn: 9-1-1 Coordinator	Email: etsb911@dupagecounty.gov
Address: 2000 Progress Parkway	City: Schaumburg	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60196	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-550-7743	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Sep 11, 2024	Contract End Date (PO25): 9/10/2030

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1		EA		Digital Fixed Station Interface (DFSI) Solution with Spare Equipment with First Year Warranty FY24-25	FY24	4000	5820	54110		90,292.00	0.00
2		EA		Lifecycle Services - SUAII - Year 2	FY25	4000	5820				0.00
3		EA		Lifecycle Services - SUAII - Year 3	FY26	4000	5820				0.00
4		EA		Lifecycle Services - SUAII - Year 4	FY27	4000	5820				0.00
5		EA		Lifecycle Services - SUAII - Year 5	FY28	4000	5820				0.00
6		EA		Lifecycle Services - SUAII - Year 6	FY29	4000	5820				0.00

FY is required, ensure the correct FY is selected. Requisition Total $ 0.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Please return the PO to ETSB to send to the vendor.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB. LMZ 8/19/24

MOTOROLA SOLUTIONS

Firm Priced Proposal

DuPage County, IL

Digital Fixed Station Interface to Starcom21 Solution

July 12, 2024

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

August 8, 2024

Ms. Linda Zerwin
Executive Director
DuPage County ETSB
421 N. County Farm Road
Wheaton, IL 60187

RE: DuPage County - Digital Fixed Station Interface Proposal (DFSI)

Dear Ms. Zerwin:

Motorola Solutions, Inc. (“Motorola Solutions”) is pleased to have the opportunity to provide the DuPage County ETSB with quality communications products and services.

Motorola Solutions’ proposal includes a solution for the Digital Fixed Station Interface (DFSI).

This proposal contains a pricing summary and is subject to the terms and conditions of the Communications Systems and Services Agreement and the Maintence Support Lifecycle Addendum (collectively the “CSSA”). The DuPage ETSB may accept the proposal by delivering to Motorola Solutions a signed copy of the aforementioned agreement.

Alternatively, Motorola Solutions would be pleased to address any concerns you may have regarding the proposal. Any questions can be directed to your Motorola Solutions Account Executive, Chris Chisnell, at 847-489-9379.

We thank you for the opportunity to furnish the DuPage County ETSB with our products and services.

Sincerely,

Dominick Storelli

Illinois Area Sales Manager
Motorola Solutions, Inc.

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Section 1

Solution Description

In response to the DuPage County ETSB request to integrate existing 10-12 conventional base station to their AXS consoles, Motorola Solutions, Inc. (Motorola) is proposing the Dynamic Conventional Gateway (DCG 9000) Platform Solution, which supports the ability to interface to a third party fixed station via the Digital Fixed Station Interface (DFSI) Project 25 standard defined in TIA-102.BAHA-A. This standard defines a protocol for conveying voice and control between a fixed host and a fixed conventional station over an IP interface.

1.1 Proposed Solution Summary

Our proposed solution is to provide DuPage ETSB Dispatch with the ability to interface to third party fixed station through the Dynamic Conventional Gateway (DCG9000), which supports up to a total of 16 digital conventional or 8 analog conventional Digital Fixed Station Interfaces (DFSI) channels. The following are major components provided in this proposal:

ACDC Backup Dispatch Shelter

- Two (2) Dynamic Conventional Gateways 9000:
  - Sixteen (16) DFSI Conventional Channels **per** DCG9000

DuComm

- Two (2) Dynamic Conventional Gateways 9000:
  - Sixteen (16) DFSI Conventional Channels per DCG 9000.

Spares

- One (1) Dynamic Conventional Gateway.

1.2 DCG 9000

The DCG 9000 is also a Conventional channel Gateway for Motorola Solutions Inc. (ASTRO 25) digital IP and analog IP conventional channels in the same manner as the GGM 8000 CCGW is. For MSI analog channels utilizing a DCG 9000, the GTR station interfaces with the DCG 9000 via Ethernet instead of a 2/4wire interface. Therefore, the DCG9000 does not support V.24 base station or 2/4 wire interface.

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Figure 1-1: Dynamic Conventional Gateway 9000

The DCG 9000 supports DFSI for either Digital (P25 CAI) or Analog (FM) stations, but not Mixed mode channels. It does support mixing DFSI and ASTRO 25 channels on the same physical DCG 9000 but a control room firewall is still required to be between the switch and the DFSI stations and it is limited to placement on at the site types described in the previous paragraph. DFSI is not currently provided on a comparator based channel. Packet Data is not supported on DFSI enabled channels.

When using the DGC 9000 to interface with ASTRO 25 channels, it can be located at remote NM-Dispatch Sites, Hub Sites, C-SUBs, BR sites, Trunking Repeater Sites, Conventional BR sites and Simulcast Prime and Remote sites. The DCG 9000 cannot be located at Circuit simulcast sites.

Fault and Configuration Management for the DCG 9000 is provided by the existing PM and UEM. No IP connectivity between the Motorola Core network and the third-party DFSI station is provided. This means it is not possible to perform functions for third-party stations such as:

- Route syslog data from the third-party DFSI station to the ASTRO 25 core,
- Give the DFSI Station access to the centralized NTP Server,
- Provide centralized fault management of the DFSI station by the UEM through IP ping,
- Download software updates from the ASTRO 25 core to the DFSI station.
- Syslog, NTP, fault mgmt, ping and SW updates are supported by/for the DCG 9000 itself.

1.3 DFSI Standard Feature Support

The list below describes the features in the TIA-102.BAHA-A supported by the DFSI Console Interface feature.

- Inbound/Outbound Digital Voice Call Encrypted/Clear with embedded PTT ID
- Group Call, Emergency Call, Voice Selective Call
- Inbound/Outbound Analog Voice Call
- Channel Selection Command sent to DFSI Station

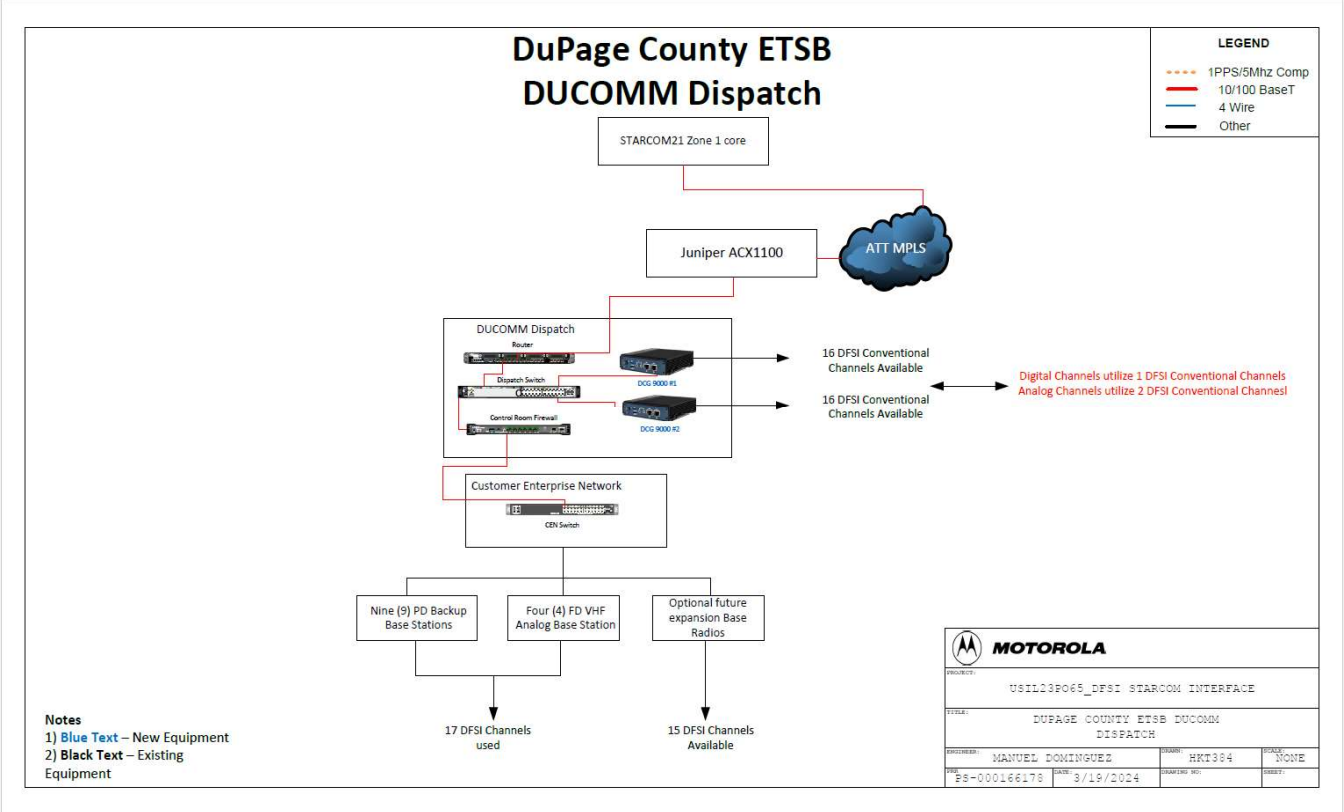
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- Squelch Control Command (Monitor On/Off) sent to DFSI Station
- Repeat On/Off Command sent to DFSI Station
- Inbound/Outbound Call Alert from/to DFSI Station
- Radio Check to DFSI Station
- Status Query/Status Update to/from DFSI Station
- Message Update from DFSI Station
- Radio Inhibit/Uninhibited to DFSI Station
- Radio Unit Monitor to DFSI Station
- Emergency Alarm from DFSI Station.

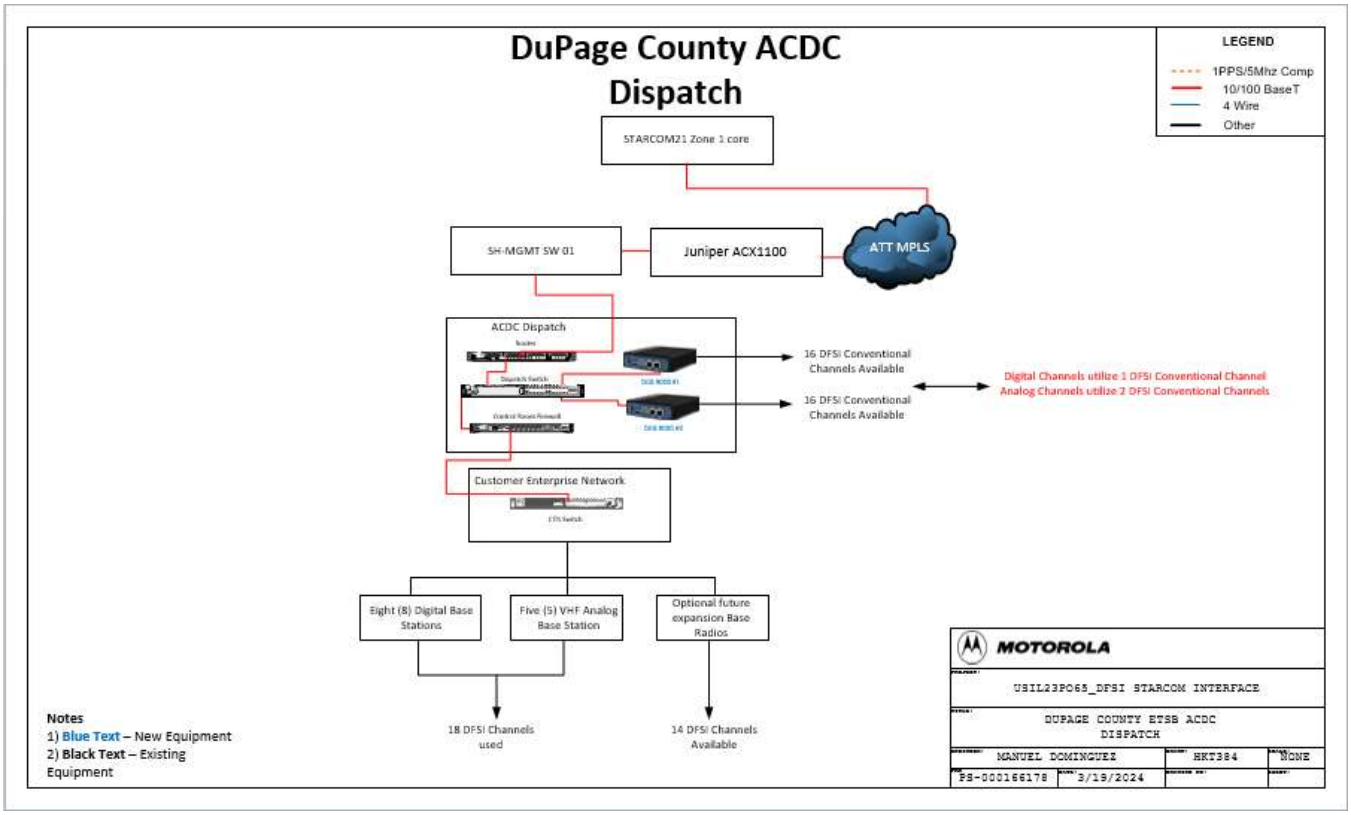
These DFSI Protocol Version 1 features are NOT supported:

- Intercom with the DFSI station
- Received NAC is not transferred to ASTRO 25 Consoles
- Console selection of the outbound NAC
- Console request to have the station Report its station control selections
- Manufacture Extension Messages are ignored
- Voting Receiver Reports and Voting Control Messages.

1.4 System Diagram



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1.5 Assumptions

Motorola has made several assumptions in the design of the proposed solution, which are noted below. Should any of these assumptions be incorrect, Motorola reserves the right to amend the proposal which could result in a change in project scope, schedule, and/or cost. Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- The proposed design is for integration of 10-12 conventional base stations channels at both site locations, ACDC and DuComm.
- The design is based on the assumptions that the non-Motorola third party conventional base station radios are IP based since the DCG 9000 does not support V.24 nor 2/4 wire integration.
- There is sufficient space, including rack space, in each of the sites and/or equipment locations for the installation, provisioning, and deployment of the proposed equipment.
- All existing sites or equipment locations will have sufficient space available for the system described. The Customer will be responsible to secure the use of existing equipment racks and power/grounding systems for the proposed hardware from existing site owners.
- Any site/location or facility upgrades or modifications are the responsibility of the Customer.
- No coverage maps have been provided. No coverage guarantees are provided or implied.
- The Customer is responsible for providing power and backup power. No power or backup power other than what is specifically enumerated in the proposal is included in the estimate.

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- All sites or equipment locations will have adequate electrical power and site grounding to support the requirements of the system described, including during the installation, provisioning and/or deployment of the proposed equipment.
- The Customer will provide a connection to the building grounding system at each operator position.
- All sites and equipment locations will have sufficient HVAC to support the requirements of the system described, including during the installation, provisioning and/or deployment of the proposed equipment.
- Motorola will comply to delaying installation of equipment till third party radio requirements are meet or needed by the customers.

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Section 2

Equipment List

2.1 Option1: DFSI Solution Equipment List With Spares

SUB SYS ID	QTY	NOMENCLATURE	DESCRIPTION
DuCOMM DISP SITE	1	SQM01SUM0317	DYNAMIC CONVENTIONAL GATEWAY 9000
DuCOMM DISP SITE	16	CA03366AA	ADD: DFSI CONVENTIONAL CHANNELS
DuCOMM DISP SITE	1	SQM01SUM0317	DYNAMIC CONVENTIONAL GATEWAY 9000
DuCOMM DISP SITE	16	CA03366AA	ADD: DFSI CONVENTIONAL CHANNELS
ACDC DISP SITE	1	SQM01SUM0317	DYNAMIC CONVENTIONAL GATEWAY 9000
ACDC DISP SITE	16	CA03366AA	ADD: DFSI CONVENTIONAL CHANNELS
ACDC DISP SITE	1	SQM01SUM0317	DYNAMIC CONVENTIONAL GATEWAY 9000
ACDC DISP SITE	16	CA03366AA	ADD: DFSI CONVENTIONAL CHANNELS
SPARE	1	SQM01SUM0317	DYNAMIC CONVENTIONAL GATEWAY 9000

2.2 Option 2: DFSI Solution Equipment List Without Spares

SUB SYS ID	QTY	NOMENCLATURE	DESCRIPTION
DuCOMM DISP SITE	1	SQM01SUM0317	DYNAMIC CONVENTIONAL GATEWAY 9000
DuCOMM DISP SITE	16	CA03366AA	ADD: DFSI CONVENTIONAL CHANNELS
DuCOMM DISP SITE	1	SQM01SUM0317	DYNAMIC CONVENTIONAL GATEWAY 9000
DuCOMM DISP SITE	16	CA03366AA	ADD: DFSI CONVENTIONAL CHANNELS
ACDC DISP SITE	1	SQM01SUM0317	DYNAMIC CONVENTIONAL GATEWAY 9000
ACDC DISP SITE	16	CA03366AA	ADD: DFSI CONVENTIONAL CHANNELS
ACDC DISP SITE	1	SQM01SUM0317	DYNAMIC CONVENTIONAL GATEWAY 9000
ACDC DISP SITE	16	CA03366AA	ADD: DFSI CONVENTIONAL CHANNELS

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Section 3

Statement of Work

3.1 Overview

This section defines the principal activities and responsibilities of Motorola Solutions, Inc. (“Motorola”) and the Customer, during the interface deployment. This Statement of Work provides understanding of the work required by all parties for the interface implementation.

Motorola assumes no responsibility for training, installation, configuration, on-going support or warranty for any third-party systems and/or software not included as part of the contracted solution.

3.2 Installation and Configuration

3.2.1 Motorola Responsibilities

- Motorola will provide a “Remote” Project Manager to oversee all project activities from award, order processing, shipment, installation, to final acceptance
- Conduct an Interface functionality review session with the Customer subject matter experts to obtain details regarding the connection details.
- Install, configure and test the Dynamic Conventional Gateway (DCG 9000) Platform Solution.
- Implement the Digital Fixed Station (DFSI) Interface.
- Provide guidance on hardware, software and network connectivity that may be required of Customer to support the interface implementation use and maintenance, prior to implementation.
- Conduct the DFSI interface functional testing to validate that the Interface works in accordance to the upon agreed ATP.

3.2.2 Customer Responsibilities

- Provide site access and escorts in a timely manner, as required.
- Provide equipment warehousing, as required.
- Provide a single point of contact for scheduling and coordination between Motorola Solutions and the County.
- Provide adequate space for the new equipment as part of this project.
- Participate in the interface review session and provide details required for interface installation, configuration, test and support.
- Familiarize themselves with the Digital Fixed Station Interface (DFSI) functionality.
- Ensure that Customer’s SME(s) participate in the testing of the Interface.

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- Manage customer third-party responsibilities to completion, as applicable, enabling Motorola to complete its responsibilities.
- Manage communication between Motorola Solutions and Customer third-party (as applicable), enabling Motorola Solutions to complete its responsibilities.

3.3 Functional Acceptance Test Plan (FATP)

The Functional Acceptance Test Plan (FATP) is executed at the completion of the configuration and optimization process. It is anticipated that an authorized representative of the County will be present during the testing period to witness each of the acceptance action items.

Motorola Solutions and the County will develop the detailed FATP as a joint effort and will finalize it with agreement after contract award and before system implementation. Any system testing desired that is not specified at the time when the acceptance test plan is formulated, is subject to negotiation.

3.3.1 System Acceptance

The system solution will be considered accepted upon the successful execution and completion of the pre-approved test plan or when the interface is placed into beneficial use for its intended purpose, whichever occurs first.

3.4 Project Completion

Project is considered complete upon successful completion of the ATP for the DFSI Interface and all the tasks described in this statement of work have been fully executed.

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Section 4

Warranty / Lifecycle Support Services

4.1 Warranty Support Services

Motorola Solutions' standard commercial warranty covers on-site response during normal business hours and provides for the repair or replacement of defective hardware components.

In addition to Motorola Solutions' standard warranty, Motorola Solutions has included the System Upgrade Agreement II (SUAII) post-warranty services for the new equipment as part of the Digital Fixed Station Interface (DFSI) project.

Post Warranty Support

After the 1st. year warranty has expired, Motorola Solutions has included pricing for five (5) additional years of SUAII on your new P25 system equipment.

4.2 System Upgrade Agreement II (SUAII) Overview

The System Upgrade Agreement II (SUA II) service provides public safety radio system release updates on a consistent, budgeted plan. These updates maintain reliable network operations and cybersecurity protection. In addition, SUA II keeps DuPage County's ASTRO 25 network compatible with expansion elements, as well as new products or features. With SUA II, DuPage County's network will remain on a release that qualifies for support services.

Motorola Solutions will deliver SUA II in two-year periods, with up to one update in each period. The SUA II service includes the following:

- **Software Release Updates** - Motorola Solutions-certified software that improves network functions over previous releases. This also includes commercial operating system and application software updates.
- **Hardware Update** – When needed to support a software release update, Motorola Solutions provides new hardware. New hardware will both support the new software update, as well as maintain existing functions and features.
- **Professional Implementation Services** – Motorola Solutions will plan and implement updates at DuPage County's site. This includes factory integration, testing, and supply chain management for new software and hardware.

With these services, the Customer will have access to the technology, support, and planning expertise needed for an effective upgrade.

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Section 5

ASTRO® System Upgrade Agreement Statement of Work

5.1 Overview

Utilizing the ASTRO® System Upgrade Agreement (SUA) service, DuPage County, Illinois (Customer) is able to take advantage of new functionality and security features while extending the operational life of the system.

Motorola Solutions, Inc. (Motorola) continues to make advancements in on-premises and cloud technologies to bring value to our customers. Cloud technologies enable the delivery of additional functionality through frequent updates ensuring the latest in ASTRO® is available at all times.

This Statement of Work (SOW), including all of its subsections and attachments, is an integral part of the applicable agreement (Agreement) between Motorola and the Customer.

The Customer is required to keep the system within a standard support period as described in Motorola's Software Support Policy (SwSP).

5.2 Scope

As system releases become available, Motorola agrees to provide the Customer with the software, hardware, and implementation services required to execute up to one system infrastructure upgrade (System Upgrade) in each eligible System Upgrade window over the term of this agreement. The term of the agreement is listed in **Table *5-1***: SUA Term. The eligible System Upgrade windows and their duration are illustrated in Table 5-2: Eligible System Upgrade Window.

With the addition of the cloud services, Motorola will provide continuous updates to the cloud core to enable the delivery of additional functionality. Cloud updates will be more frequent than the ASTRO® System Upgrades and will occur outside the defined eligible System Upgrade windows in Table 5-2: Eligible System Upgrade Window. Motorola may, at its sole discretion, automatically apply the cloud updates as they become available.

If needed to perform the System Upgrade, Motorola will provide updated and/or replacement hardware for covered infrastructure components. System Upgrades, when executed, will provide an equivalent level of functionality as that originally purchased and deployed by the Customer. At Motorola's option, new system releases may introduce new features or enhancements that Motorola may offer separately for purchase.

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Table 5-1: SUA Term

Duration	5 Years

Table 5-2: Eligible System Upgrade Window

First Eligible Upgrade Window	Second Eligible Upgrade Window	Third Eligible Upgrade Window
Duration: 2 Years	Duration: 2 Years	Duration: 2 Years
Years 2 - 3	Years 4 – 5	Years 6 – 7*
***Contract will need to be extended prior to the third upgrade**		

The methodology for executing each System Upgrade is described in Section 5.5. ASTRO® SUA pricing is based on the system configuration outlined in Appendix B: System Pricing Configuration. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO® SUA price adjustment.

The price quoted for ASTRO® SUA requires the Customer to choose a certified system upgrade path in Appendix A: ASTRO® System Release Upgrade Paths. Should the Customer elect an upgrade path other than one listed in Appendix A: ASTRO® System Release Upgrade Paths, the Customer agrees that additional fees may be incurred to complete the implementation of the system upgrade. In this case, Motorola will provide a price quotation for any additional materials and services necessary.

5.3 Inclusions

Refer to Table C-5-6: SUA Coverage Table for more detailed information on the SUA inclusions referenced in this section.

5.3.1 System Upgrades

System Upgrade coverage includes the products outlined in Appendix B: System Pricing Configuration and does not cover all products. The ASTRO® SUA applies only to System Upgrades within the ASTRO® platform and entitles the Customer to eligible past software versions for downgrading product software to a compatible release version. Past versions from within the Standard Support Period will be available.

5.3.2 Subscriber Radio Software

The ASTRO® SUA makes available the subscriber radio software releases that are shipping from the factory during the coverage period. Please refer to Section 5.4.5 for further clarification on coverage.

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5.4 Limitations and Exclusions

The parties acknowledge and agree that the ASTRO® SUA does not cover the products and services detailed in this document.

Excluded Products and Services	Examples (Not Limited To)
Purchased directly from a third party	NICE, Genesis, Verint
Residing outside of the ASTRO® network	CAD, E911, Avtec Consoles
Not certified on ASTRO® systems	Laptops, PCs, Eventide loggers
Backhaul Network	MPLS, Microwave, Multiplexers
Two-way Subscriber Radios	APX, MCD 5000, Programming, Installation
Consumed in normal operation	Monitors, microphones, keyboards, speakers
RFDS and Transmission Mediums	Antennas, Transmission Line, Combiners, Multicouplers
Customer-provided cloud connectivity	LTE, Internet
Maintenance Services of any kind	Infrastructure Repair, Tech Support, Dispatch
Security Services	Security Update Service (SUS), Remote SUS

5.4.1 Platform Migrations

Platform Migrations are the replacement of a product with the next generation of that product that is not within the same product family. This can be defined as a new technology that is based on a new hardware configuration and/or a new underlying software. Any upgrades to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated in this document, Platform Migrations such as, but not limited to, stations, comparators, site controllers, consoles, backhaul, and network changes are not included.

5.4.2 Non-Standard Configurations

Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO® SUA unless otherwise included in this SOW. Customer acknowledges that if the system has a Special Product Feature it may be overwritten by the software upgrade. Restoration of that feature is not included in the coverage of this SOW.

5.4.3 System Expansions and New Features

Any upgrades to hardware versions, replacement hardware, and/or implementation services that are not directly required to support the certified System Upgrade are not included unless otherwise agreed to in writing by Motorola. This exclusion applies to, but is not limited to, system expansions and new features.

5.4.4 Cloud Technology

Support for Customer-provided connectivity to the cloud platform is not covered under this agreement.

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Future cloud, IT, and security related adoption is an evolving technological area and laws, regulations, and standards relating to ASTRO® SUA may change. Any changes to ASTRO® SUA required to achieve future regulatory or Customer specific compliance requirements are not included.

5.4.5 Subscriber Radio Software

Applying software updates to subscriber radios is the Customer's responsibility and is not included in SUA coverage. Subscriber radios must be at a software release compatible with the Customer's ASTRO® system configuration. Motorola will make reasonable efforts to notify the Customer if there is an incompatibility.

5.5 General Statement of Work for System Upgrades

5.5.1 Upgrade Planning and Preparation

All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.

5.5.1.1 Motorola Responsibilities

- Obtain and review infrastructure system audit data as needed.
- Identify the backlog accumulation of security patches and antivirus upgrades needed to implement a system release. If applicable, provide a quote for the necessary labor, security patches, and antivirus upgrades.
- If applicable, identify additional system hardware needed to implement a system release.
- Identify Customer provided hardware that is not covered under this agreement, or where the Customer will be responsible for implementing the system release upgrade software.
- Identify the equipment requirements and the installation plan.
- Advise the Customer of probable impact to system users during the cloud update and the actual field upgrade implementation.
- If applicable, advise the Customer on the network connection specifications necessary to perform the System Upgrade.
- Where necessary to maintain existing functionality and capabilities, deploy and configure any additional telecommunications equipment necessary for connectivity to the cloud based technologies.
- Assign program management support required to perform the certified System Upgrade. Prepare an overall System Upgrade schedule identifying key tasks and personnel resources required from Motorola and Customer for each task and phase of the System Upgrade. Conduct a review of this schedule and obtain mutual agreement of the same.
- Assign installation and engineering labor required to perform the certified System Upgrade.
- Provide access to cloud training videos, frequently asked questions, and help guide.

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- Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled System Upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system.

5.5.1.2 Customer Responsibilities

- Contact Motorola to schedule a System Upgrade and provide necessary information requested by Motorola to execute the System Upgrade. Review System Upgrade schedule and reach mutual agreement of the same.
- Identify hardware not purchased through Motorola that will require the system release upgrade software.
- Purchase the security patches, antivirus upgrades and the labor necessary to address any security upgrades backlog accumulation identified in Section 5.5.1.1 Motorola Responsibilities, if applicable. Unless otherwise agreed in writing between Motorola and Customer, the installation and implementation of accumulated backlog security patches and network updates is the responsibility of the Customer.
- If applicable, provide network connectivity at the zone core site(s) for Motorola to use to download and pre-position the software that is to be installed at the zone core site(s) and pushed to remote sites from there. Motorola will provide the network connection specifications, as listed in Section 5.5.1.1 Motorola Responsibilities. Network connectivity must be provided at least 12 weeks prior to the scheduled System Upgrade. In the event access to a network connection is unavailable, the Customer may be billed additional costs to execute the System Upgrade.
- Assist in site walks of the system during the system audit when necessary.
- Provide a list of any FRUs and/or spare hardware to be included in the System Upgrade when applicable. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the equipment. The inventory count of Customer FRUs and/or spare hardware to be included as of the start of the SUA is included in Appendix B: System Pricing Configuration.
- Acknowledge that new and optional system release features or system expansions, and their required implementation labor, are not within the scope of the SUA. The Customer may purchase these under a separate agreement.
- Maintain an internet connection between the on premise radio solution and the cloud platform, unless provided by Motorola under separate Agreement.
- Identify any Customer specific standard or requirements that may be implicated by the planned upgrade(s), including heightened cloud, IT, or information security related standards or requirements, such as those that may apply to U.S. Federal Customer or other government Customer standards. Motorola makes no representations as to the compliance of ASTRO® SUA with any Customer specific standards, requirements, specifications, or terms, except to the extent expressly specified.
- Participate in release impact training at least 12 weeks prior to the scheduled System Upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained, or to act as a training agency for those users not included.

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5.5.2 System Readiness Checkpoint

All items listed in this section are to be completed at least 30 days prior to a scheduled upgrade.

5.5.2.1 Motorola Responsibilities

- Perform appropriate system backups.
- Work with the Customer to validate that all system maintenance is current.
- Work with the Customer to validate that all available security patches and antivirus upgrades have been upgraded on the Customer's system.
  - Motorola reserves the right to charge the Customer for the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation, in the event that these are not completed by the Customer at the System Readiness Checkpoint.

5.5.2.2 Customer Responsibilities

- Validate that system maintenance is current.
- Validate that all available security patches and antivirus upgrades to the Customer's system have been completed or contract Motorola to complete in time for the System Readiness Checkpoint.

5.5.3 System Upgrade

5.5.3.1 Motorola Responsibilities

- Perform System Upgrade for the system elements outlined in this SOW.

5.5.3.2 Customer Responsibilities

- Inform system users of software upgrade plans and scheduled system downtime.
- Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

5.5.4 Upgrade Completion

5.5.4.1 Motorola Responsibilities

- Validate all certified System Upgrade deliverables are complete as contractually required.
- Confirm with Customer that the cloud is available for beneficial use.

5.5.4.2 Customer Responsibilities

- Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.

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5.6 Special Provisions

The migration of capabilities from ASTRO® on-premises Core infrastructure to the cloud is included in the deliverable of the SUA agreement. Technologies based on cloud architecture will be a part of the Motorola roadmap and may be subject to additional cloud terms and conditions.

The SUA does not extend to Customer-provided software and hardware. Motorola makes no warrants or commitments about adapting our standard system releases to accommodate Customer implemented equipment. If during the course of a System Upgrade, it is determined that Customer provided software and/or hardware does not function properly, Motorola will notify the Customer of the limitations. The Customer is responsible for any costs and liabilities associated with making the Customer-provided software and/or hardware work with the standard Motorola system release. This includes, but is not limited to, Motorola's costs for the deployment of resources to implement the upgrade once the limitations have been resolved by the Customer.

Any Motorola software, including any system releases, is licensed to Customer solely in accordance with the applicable Motorola Software License Agreement. Any non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding non-Motorola Software. Non-Motorola Software may include Open Source Software.

ASTRO® SUA coverage and the parties' responsibilities described in this SOW will automatically terminate if Motorola no longer supports the ASTRO® 7.x software version in the Customer's system or discontinues the ASTRO® SUA program. In either case, Motorola will refund to Customer any prepaid fees for ASTRO® SUA applicable to the terminated period.

If the Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Upgrade Operations Team.

The ASTRO® SUA annualized price is based on the fulfillment of the system release upgrade in each eligible System Upgrade window. If the Customer terminates, except if Motorola is the defaulting party, the Customer will be required to pay for the balance of payments owed in that eligible System Upgrade window if a system release upgrade has been taken prior to the point of termination.

5.7 Appendix A: ASTRO® System Release Upgrade Paths

The upgrade paths for standard ASTRO® system releases are listed in Table A-3: Certified Standard ASTRO® System Release Upgrade Paths.

Table A-5-3: Certified Standard ASTRO® System Release Upgrade Paths

ASTRO® System Release	Certified Upgrade Paths
Pre-7.17.X	Upgrade to current shipping release

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ASTRO® System Release	Certified Upgrade Paths
A7.17.X	A2020.1
A7.18	A2021.1
A2019.2	A2021.1
A2020.1	A2022.1
A2021.1	A2022.1

The upgrade paths for high security ASTRO® system releases for federal deployments are described in Table A-4: Certified High Security ASTRO® System Release Upgrade Paths.

Table A-5-4: Certified High Security ASTRO® System Release Upgrade Paths

ASTRO® High Security System Release	Certified Upgrade Paths
A7.17.X	A2020.HS
A2020.HS	A2022.HS

The release taxonomy for the ASTRO® 7.x platform is expressed in the form “ASTRO® 7.x release 20YY.Z”. In this taxonomy, YY represents the year of the release, and Z represents the release count for that release year.

A20XX.HS enhances the ASTRO® System release with support for Public Key Infrastructure (PKI) Common Access Card / Personal Identity Verification (CAC/PIV) and with Cyber Security Baseline Assurance.

- The most current system release upgrade paths can be found in the most recent Lifecycle Services bulletin.
- The information contained herein outlines Motorola’s presently anticipated general technology direction and is provided for information purposes only. The information in the roadmap is not a commitment to deliver a product, product feature, or software functionality. Motorola reserves the right to make changes to the content and timing of any product, product feature, or software release.

5.8 Appendix B: System Pricing Configuration

This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO® SUA price adjustment.

Table B-5-5: System Configuration at Time of Contract

System Configuration	
Core Configuration	
Cloud-based Core	0
On-premises Main Site	0
On-premises Backup Site	0
System Level Features	
Standalone Servers (Critical Connect / Smart Connect)	0

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System Configuration	
MOSCAD NFM RTU (typically 1 per site location)	0
Network Management Clients	0
IMW Servers	0
Telephone Interconnect	0
Security Configuration	
AERSS Sensors	0
Firewalls	1
KMF Servers	0
KMF Clients	0
RF Site Configuration	
Virtual Prime Sites	0
IP Simulcast Prime Sites (include co-located/redundant)	0
RF Sites (include Simulcast sub-sites, ASR sites, HPD sites)	0
GTR 8000 Base Stations	0
Dispatch Site Configuration	
Dispatch Site Locations	0
MCC 7500 Dispatch Consoles	0
AIS	0
CCGWs / DCG9000	4
MC EDGE Aux I/O	0
AXS Console Dispatch Site Locations	0
AXS Console PDH (CommandCentral Hub)	0
AXS Servers	0
Third Party Elements	
NICE Logging recorders (IP, Telephony, or Analog) Purchased through Motorola	0
MACH Alert FSA Purchased through Motorola	0
Genesis Applications Purchased through Motorola	0

5.9 Appendix C: SUA Coverage Table

This appendix includes a breakdown of coverage under the SUA. System Upgrade coverage includes software and hardware coverage for equipment originally provided by Motorola. A “board-level replacement” is defined as any Field Replaceable Unit (FRU).

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Table C-5-6: SUA Coverage Table

ASTRO® Certified Solution	System Upgrade		
Equipment Provided by Motorola	Software	Hardware Full Product	Hardware Board-Level
Servers	✓	✓	
Workstations	✓	✓	
Firewalls	✓	✓	
Routers	✓	✓	
LAN Switches	✓	✓	
CirrusNode	✓	✓	
MCC 7500 Voice Processing Module	✓		✓
MCC 7500E Dispatch AIM	✓	✓	
MCC 7500E Dispatch (CommandCentral Hub)	✓	✓	
AXS PDH Client (CommandCentral Hub)	✓	✓	
SDM 3000 Aux I/O	✓	✓	
MC Edge Aux I/O	✓	✓	
GTR 8000 Base Stations	✓		✓
GCP 8000 Site Controllers	✓		✓
DSC 8000 Site Controllers	✓	✓	
GCM 8000 Comparators	✓		✓
Motorola logging interface equipment	✓	✓	
PBX switches for telephone interconnect	✓	✓	
SDM 3000 RTU	✓		✓
Conventional Channel Gateway (CCGW)	✓	✓	
NICE IP logging solutions (if software, hardware and lifecycle purchased from Motorola)	✓	✓	
MACH Alert FSA (if software, hardware and lifecycle purchased from Motorola)	✓	✓	
Genesis Applications (if software, hardware and lifecycle purchased from Motorola)	✓	✓	

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Section 6

Pricing

6.1 Digital Fixed Station Interface Solution Pricing Summary – Option 1 (Incl. Spares)

DESCRIPTION	PRICE
Digital Fixed Station Interface (DFSI) Solution with Spare Equipment and Systems Integration with the 1st. Year Warranty *(See Section 2.1 Equipment List for equipment details)*	**$95,542**
STARCOM21 Master Contract Discount	($5,250)
DFSI SOLUTION GRAND TOTAL :	**$90,292**

6.2 Lifecycle Support Services (SUAII)

STARCOM 21 DFSI Solution - Lifecycle Services / SUAII 4 DCG9000 / 1 Firewall	TOTAL Yrs. 2 - 6
Lifecycle Services - SUAII - Year 2	$3,755
Lifecycle Services - SUAII - Year 3	$3,852
Lifecycle Services - SUAII - Year 4	$3,953
Lifecycle Services - SUAII - Year 5	$4,058
Lifecycle Services - SUAII - Year 6	$4,167
POST WARRANTY SERVICES TOTAL:	**$19,785**

OPTION 1 SYSTEM GRAND TOTAL: $110,077

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6.3 Digital Fixed Station Interface Solution Pricing Summary – Option 2 (No Spares)

DESCRIPTION	PRICE
Digital Fixed Station Interface (DFSI) Solution *(No Spares)* Equipment and Systems Integration with the 1st. Year Warranty *(See Section 2.2 Equipment List for equipment details)*	**$90,600**
STARCOM21 Master Contract Discount	($4,200)
DFSI SOLUTION GRAND TOTAL :	**$86,400**

6.4 Lifecycle Support Services (SUAII)

STARCOM 21 DFSI Solution - Lifecycle Services / SUAII 4 DCG9000 / 1 Firewall	TOTAL Yrs. 2 - 6
Lifecycle Services - SUAII - Year 2	$3,755
Lifecycle Services - SUAII - Year 3	$3,852
Lifecycle Services - SUAII - Year 4	$3,953
Lifecycle Services - SUAII - Year 5	$4,058
Lifecycle Services - SUAII - Year 6	$4,167
POST WARRANTY SERVICES TOTAL:	**$19,785**

OPTION 2 SYSTEM GRAND TOTAL: $106,185

Note: Please note that Customer can select either/or one(1) of the pricing options only, not both of them.

6.5 Payment Terms

1. 50% of the Contract Price due upon contract execution (due upon effective date).
2. 50% of the Contract Price due upon Final Acceptance.

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Section 7

Contractual Documentation

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Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and _____ ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"

Exhibit B "Payment"

Exhibit C Technical and Implementation Documents

- C-1 "System Description" dated _____
- C-2 "Pricing Summary & Equipment List" dated _____
- C-3 "Implementation Statement of Work" dated _____
- C-4 "Acceptance Test Plan" or "ATP" dated _____
- C-5 "Performance Schedule" dated _____

Exhibit D "System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed

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orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Contract Price" means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, "Payment" or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

"Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

"**Derivative Proprietary Materials**" means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

"**Feedback"** means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

"Force Majeure" means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Motorola Software" means software that Motorola or its affiliated companies owns.

"Non-Motorola Software" means software that a party other than Motorola or its affiliated companies owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Materials" means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Services" means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

"Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

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"Software License Agreement" means the Motorola Software License Agreement (Exhibit A).

"Software Support Policy" ("SwSP") means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

"Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.

"Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

"Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

"Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

"System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

"System Acceptance" means the Acceptance Tests have been successfully completed.

"**System Data**" means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

"Warranty Period" for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

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3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the "Underlying Agreement" for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at https://www.motorolasolutions.com/en_us/registration and the shop support telephone number is (800) 814-0601.

3.5. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty

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Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

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4.9. NON-PRECLUSION. If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. PROPRIETARY MATERIALS. Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. ADDITIONAL SERVICES. Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. CONTRACT PRICE. The Contract Price in U.S. dollars is $_____. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name:_____

Address:_____

Phone:_____

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E-INVOICE. To receive invoices via email:

Customer Account Number:_____

Customer Accounts Payable Email:_____

Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name:_____

Address:_____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name:_____

Address:_____

Phone:_____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and

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specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

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10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a

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Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this

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Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability

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resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to

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fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

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17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this

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Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.	**Customer**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., (“Motorola"), and _____ (“Licensee”).

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 “Designated Products” means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 “Documentation” means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 “Open Source Software” means software with either freely obtainable source code, license for modification, or permission for free distribution

1.4 “Open Source Software License” means the terms or conditions under which the Open Source Software is licensed.

1.5 “Primary Agreement” means the agreement to which this exhibit is attached.

1.6 “Security Vulnerability” means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 “Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee’s use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola’s copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

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3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

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Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all

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copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

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Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

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Exhibit B

PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. **25% of the Contract Price due upon contract execution (due upon effective date);**
2. **60% of the Contract Price due upon shipment of equipment from Staging or factory;**
3. **10% of the Contract Price due upon installation of equipment; an**
4. **5% of the Contract Price due upon Final Acceptance.**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan.

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

	Resource Types			
Levels	Project Management	System Engineering	System Technologist	Project Administration
4	$ 290.00	$ 300.00	$ 280.00	$ 200.00
3	$ 240.00	$ 250.00	$ 240.00	$ 180.00
2	$ 220.00	$ 220.00	$ 220.00	$ 170.00
1	$ 190.00	$ 210.00	$ 210.00	$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

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EXHIBIT D

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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MAINTENANCE, SUPPORT AND LIFECYCLE MANAGEMENT ADDENDUM

This Maintenance, Support and Lifecycle Management Addendum (this "**MSLMA**") is entered into between Motorola Solutions, Inc., with office at 500 W. Monroe, suite 4400, Chicago, IL 60661 ("**Motorola**") and the entity set forth in the signature block below or in the MCA ("**Customer**") and will be subject to, and governed by, the terms of the Motorola Solutions Customer Agreement entered into between the Parties, effective as of [ ] the ("**MCA**"). Capitalized terms used in this MSLMA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This MSLMA governs Customer's purchase of Maintenance, Support and Lifecycle Management (as defined below) services (and, if set forth in an Ordering Document, related Services) from Motorola and will form part of the Parties' Agreement. In addition to the MCA, other Addenda may be applicable to the MSMLA, including the Equipment Purchase and Software License Addendum ("**EPSLA**"), with respect to Licensed Software and Equipment, and the Communications System Addendum ("**CSA**") as further described below. This MSMLA will control with respect to conflicting terms in the MCA or any other applicable Addendum, but only as applicable to the Maintenance, Support and Lifecycle Management services purchased under this MSMLA and not with respect to other Products and Services.

2. Scope

Motorola will provide break/fix maintenance, technical support, or other Services (such as software integration Services) ("Maintenance and Support Services") and/or upgrade services ("Lifecycle Management") as further described in the applicable Ordering Documents.

3. Terms and conditions

3.1 Maintenance and Support services

3.1.1 Purchase Order Acceptance. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2 Start Date. The "Start Date" for Maintenance and Support Services will be indicated in the applicable Ordering Document.

3.1.3 Auto Renewal. Unless the applicable Ordering Documents specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Maintenance and Support Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

3.1.4 Termination. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this MSLMA, the terms and conditions in effect at the time of termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates. This provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

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3.1.5 Equipment Definition. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable Ordering Documents.

3.1.6 Additional Hardware. If Customer purchases additional hardware from Motorola that becomes part of the Communications System, the additional hardware may be added to this MSLMA and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

3.1.7 Maintenance. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

3.1.8 Equipment Condition. All Equipment must be in good working order on the Start Date or when additional equipment is added to the MSLMA. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

3.1.9 Equipment Failure. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this MSLMA and applicable Ordering Documents.

3.1.10 Intrinsically Safe. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

3.1.11 Excluded Services.

a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

b) Unless specifically included in this MSLMA or the applicable Ordering Documents, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

3.1.12 Time And Place. Service will be provided at the location specified in this MSLMA and/or the applicable Ordering Documents. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement.

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Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this MSLMA or applicable Ordering Documents, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this MSLMA or applicable Ordering Documents, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

3.1.13 Customer Contact. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

3.1.14 Warranty. Motorola warrants that it's Maintenance and Support Services under this section will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3.2 Lifecycle Management Services

3.2.1 The Software License terms included in the MCA and its Addendum applies to any Motorola Software provided as part of the Lifecycle Management transactions.

3.2.2 The term of this MSLMA is _____ years, commencing on _____, 20__. The Lifecycle Management Price for the ___ years of services is $_____, excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the Lifecycle Management is a subscription service as more fully described in the applicable Ordering Documents, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.3 The Communications System upgrade will be scheduled during the subscription period and will be performed when Motorola's upgrade operation resources are available. Because there might be a significant time frame between when this MSLMA is executed and when a Communications System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.4 Acceptance of a Lifecycle Management transaction occurs when the Equipment (if any) and Software are delivered, in accordance with the EPSLA, and the Lifecycle Management services are fully performed; there is no Acceptance Testing with a Lifecycle Management transaction.

3.2.5 The Warranty Period for any Equipment or Motorola Software provided under a Lifecycle Management transaction will commence upon shipment and not on Communications System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The

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ninety (90) day warranty for Lifecycle Management services is set forth in the applicable Ordering Documents.

3.2.6 In addition to the description of the Lifecycle Management services and exclusions provided in the applicable Ordering Documents, the following apply:

a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.

b) Lifecycle Management services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

c) Unless specifically included in this MSLMA or the applicable Ordering Documents, Lifecycle Management services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the Lifecycle Management services.

3.2.7 The Lifecycle Management annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.8 If Customer terminates this Maintenance and Support or Lifecycle Management service and contractual commitment before the end of the ___ year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the ___ year commitment. This provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

4. Payment

4.1 Unless alternative payment terms are stated in this MSLMA, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and the Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

4.2 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using

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the U.S. Department of Labor, Consumer Price Index, “All Items,” Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. “All Items,” not seasonally adjusted shall be used as the measure of CPI for this price adjustment. The adjustment calculation will be based upon the CPI for the most recent twelve (12) month increment beginning from the most current month available as posted by the U.S. Department of Labor (http://www.bls.gov) immediately preceding the new maintenance year. For purposes of illustration, if in Year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

END

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STATE OF ILLINOIS
CONTRACT

Department of Innovation and Technology
JPMC Starcom21 Sole Source
CMT2028589

The Parties to this Contract are the State of Illinois acting through the undersigned Agency (the "State") and Vendor. This Contract ("Contract," "contract," "Agreement," or "Primary Agreement"), consisting of the signature page and numbered sections listed below and any attachments referenced in this Contract, constitute the entire Contract between the Parties concerning the subject matter of the Contract, and in signing the Contract, 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 Contract. This Contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the Contract. This Contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to Contract filing.)

☐ Yes

☒ No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☒ Yes (IPG Certifications and Disclosures including FORMS B)

☐ No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **SUPPLEMENTAL PROVISIONS**
6. **STANDARD CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST (IF APPLICABLE)**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – "IPG Active Registered Vendor Disclosure (formerly called FORMS B)" (IF APPLICABLE))**
9. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

STATE OF ILLINOIS
CONTRACT

Department of Innovation and Technology
JPMC Starcom21 Sole Source
CMT2028589

In consideration of the mutual covenants and agreements contained in this Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this Contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.

STATE OF ILLINOIS
CONTRACT

Department of Innovation and Technology
JPMC Starcom21 Sole Source
CMT2028589

VENDOR

Vendor Name: Motorola Solutions, Inc.	Address (Street/City/State/Zip): 500 West Monroe Chicago, IL 60661
Signature:	Phone: (847) 989-0639
Printed Name: Chris Lonnett	Fax:
Title: Regional Vice President	ALL NOTICES TO: Email: jeff.stowasser@motorolasolutions.com
Date: 6/14/2023	

STATE OF ILLINOIS

Procuring Agency or University: Department of Innovation and Technology	Phone:
Street Address: 120 W. Jefferson Street	Fax:
City, State ZIP: Springfield, IL 62702	ALL NOTICES TO: Email: DoIT.PSVM@Illinois.gov and DoIT.GeneralCounsel@Illinois.gov
Official Signature: Digitally signed by Sanjay Date: 2023.06.23 15:26:48 -05'00'	Date:
Printed Name: Sanjay Gupta	
Official's Title: Secretary	
Legal Signature:	Date: 06/23/2023
Legal Printed Name: Margaret van Dijk	
Legal's Title: General Counsel	
Fiscal Signature:	Date: 06/23/2023
Fiscal's Printed Name: Mary Feagans	
Fiscal's Title: Chief Fiscal Officer	

Updated language reviewed as to legal clause sufficiency: WAW 6/23/23

Reviewed as to legal clause sufficiency: WAW 6/15/23

AGENCY USE ONLY **NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: R-123756 / P-37172
- Project Title: JPMC Starcom21 Sole Source
- Contract #: CMT2028589
- Procurement Method (IFB, RFP, Small Purchase, etc.): Sole Source
- IPB Reference #: B-28589
- IPB Publication Date:
- Award Code:
- Subcontractor Utilization? ☐ Yes ☐No Subcontractor Disclosure? ☐ Yes ☐No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? ☐ Yes ☐No
  Percentage:
- Minority Owned Business? ☐ Yes ☐No
  Percentage:
- Women Owned Business? ☐ Yes ☐No
  Percentage:
- Persons with Disabilities Owned Business? ☐ Yes ☐No Percentage:
- Veteran Owned Small Business? ☐ Yes ☐No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. SUPPLIES AND/OR SERVICES REQUIRED: The Illinois Department of Innovation and Technology ("DoIT" or "Agency" or "State") is executing a joint purchase master contract (JPMC) for a statewide, leased, trunked, digital voice mobile radio system, hereinafter referred to as the "System," the "Network," the "Infrastructure," the "STARCOM21 Network" or the "STARCOM21 System" as further described in the attached Service Requirements:

Attachment A – Vendor Supplemental Terms and Conditions

Attachment A1 - Subscription Software Addendum

Attachment A2 - Mobile Video Addendum

Attachment B – Vendor Software License Agreement

Attachment C - Starcom21 Services

Attachment D - Lifecycle Management

Attachment E - Service Level Agreements

Attachment F - System Requirements and Administration

Attachment G - Cybersecurity

Attachment H - Business Continuity / Disaster Recovery

Attachment I - Governance

Attachment J - Transition Services

Attachment K - Pricing

Attachment L - Definitions

State of Illinois Security Requirements

Updated language reviewed as to legal clause sufficiency: WAW 6/23/23

All purchases for services under this contract will be required to have a Statement of Work between the customer and the vendor where applicable. In all instances where a Statement of Work is not required, services will be outlined and described in a vendor quote. All services purchased will be outlined in the Statement of Work or quote identifying all work to be received or delivered.

BB For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

☐ If checked, see the attached BidBuy Purchase Order for a Description of Supplies and/or Services.

1.2. MILESTONES AND DELIVERABLES: N/A

Updated language reviewed as to legal clause sufficiency: WAW 6/23/23

1.3. VENDOR / STAFF SPECIFICATIONS: See attached Service Requirements as described above in section 1.1.

1.4. TRANSPORTATION AND DELIVERY: "Ship To" Information will be specified on each individual order.

1.5. SUBCONTRACTING

1.5.1. Will subcontractors be utilized? ☐ Yes ☒ No

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.

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

1.6. SUCCESSOR VENDOR

☐ Yes ☒ No This Contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

If yes is checked, then Vendor certifies:

(i) that it shall offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the Contract subject to its bid or offer; and

(ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this Contract.

This certification supersedes a response to certification 4, Form F, of the Illinois Procurement Gateway (IPG).

1.7. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the Contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of Contract if Vendor shifts any such work outside the United States.

- Location where services will be performed: State of Illinois

  Value of services performed at this location: 100%

2. PRICING

2.1 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the Contract value is firm or estimated at the time it is submitted for obligation. The total value of this Contract is estimated.

2.2 EXPENSES ALLOWED: Expenses are not allowed.

2.3 DISCOUNT: The State may receive a N/A % discount for payment within N/A days of receipt of correct invoice.

2.4 VENDOR'S PRICING: Attach additional pages if necessary.

2.4.1. See vendor attachment K

● For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed Pricing.

☐ If checked, see the attached BidBuy Purchase Order for Vendor's Price for the Initial Term.

2.4.2. Renewal Compensation: If the Contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

2.4.2.1 Agency Formula for Determining Renewal Compensation: N/A.

2.4.2.2 Vendor's Price for Renewal(s): N/A.

2.5 MAXIMUM AMOUNT: N/A

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract has a term of ten (10) years and shall commence upon the last dated signature of the Parties.

BB For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed term.

☐ If checked, see the attached BidBuy Purchase Order for the Term of this Contract.

3.1.1 In no event will the total term of the Contract, including the initial term, any renewal terms and any extensions, exceed 10 years pursuant to 30 ILCS 500/20-60.

3.1.2 Vendor shall not commence billable work in furtherance of the Contract prior to final execution of the Contract except when permitted pursuant to 30 ILCS 500/20-80.

3.2 RENEWAL: There are no renewal options.

3.3 TERMINATION FOR CAUSE: The State may terminate this Contract, in whole or in part, immediately upon notice to Vendor if: (a) the State determines that the actions or inactions of Vendor, its agents, employees, or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) Vendor has notified the State that it is unable or unwilling to perform the Contract.

If Vendor fails to perform any material requirement of this Contract in accordance with the specifications stated herein or as stated in any attached documentation made part of the Agreement, is in violation of a material provision of this Contract, or the State determines that Vendor lacks the financial resources to perform the Contract, the State shall provide written notice to Vendor to cure the problem identified within the reasonable period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the Contract without additional written notice or (b) enforce the terms and conditions of the Contract.

For termination 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.

3.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with ninety (90) days' prior written notice to Vendor, terminate this Contract in whole or in part and without payment of any penalty or incurring any further obligation to Vendor.

Upon submission of invoices and proof of claim, Vendor shall be entitled to compensation for supplies and services provided in compliance with this Contract up to and including the date of termination. To exercise this right, State must provide to Vendor written notice at least ninety (90) days in advance of the effective date of the termination or suspension. The notice must explicitly state the effective date of the termination and whether the contract termination is in whole or in part, and if in part, which part is being terminated. If the State exercises this right to terminate, it does not relieve the State of its obligation to pay Vendor for the portion of the services provided, on or before the effective date of the termination.

3.5 OTHER TERMINATION: The State may also terminate, in whole or in part, this Contract without advance notice pursuant to Section 3.7.

3.6 **SUSPENSION:** The State may also suspend, in whole or in part, this Contract without advance notice pursuant to Section 3.7.

3.7 **AVAILABILITY OF APPROPRIATION:** This Contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this Contract, 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 Agency 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. Vendor will be notified in writing as soon as practicable of the failure of appropriation or of a reduction or decrease and the Agency'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.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

4.1.1 Payments and Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act, the Illinois State Finance Act, and rules when applicable. 30 ILCS 540; 30 ILCS 105/1; 74 III. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.

4.1.2 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.

4.1.3 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 of the Contract is prior to execution.

4.1.4 Prevailing Wage: As a condition of receiving payment Vendor 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 Illinois Department of Labor and are available on the Illinois Department of Labor's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor at 217-782-6206 or (*http://www.state.il.us/agency/idol/index.htm*) to ensure understanding of prevailing wage requirements.

4.1.5 Federal Funding: This Contract 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 to the awarded Vendor in the notice of intent to award.

4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the Contract, and the amount billed and expenses incurred are as allowed in the Contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor 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.

4.1.6.1 Vendor shall invoice monthly for Services unless invoicing is tied in this Contract to milestones, deliverables, or other invoicing requirements agreed to in this Contract. For any Infrastructure purchased during the Term of this Contract, Vendor shall invoice upon shipment of the Infrastructure. Fees for Connectivity Services, including applicable Regulatory Cost Recovery Fees (except as exempt by law), will be invoiced as of the provisioning date, as determined by Vendor, unless another payment schedule or milestones are set forth in the

Contract or applicable Statement of Work. State shall pay invoices from Vendor for the Connectivity Services covered by this Contract in accordance with the invoice payment terms set forth herein. Invoices for Connectivity Services may include charges billed by third party providers.

4.1.6.2 Vendor shall not bill for any taxes or regulatory fees, including Regulatory Cost Recovery Fees, unless accompanied by proof that the State is subject to the tax or fee. If necessary, Vendor may request the applicable Agency's state tax exemption number and federal tax exemption information. To the extent that Connectivity is purchased and unless otherwise specified, prices for Connectivity do not include any excise, sales, lease, use, property, or other taxes, assessments, duties or governmental impositions including regulatory charges or contribution requirements when Vendor is required to collect such regulatory charges or contributions from State (collectively, "Taxes"), or any fees or charges to offset costs Vendor incurs to comply with regulations or participate in regulatory programs, including but not limited to regulatory fees or charges imposed on Vendor by governmental entities or collected from Vendor by third parties, which are not Taxes or charges that government mandates be recovered from State but that Vendor is permitted to recover from State either in aggregate or as individual line items ("Regulatory Cost Recovery Fees"). Such Taxes and Regulatory Cost Recovery Fees will be invoiced to the State, except as exempt by law, unless otherwise specified in a Statement of Work. If Vendor is required to pay any Taxes or permitted to recover any Regulatory Cost Recovery Fees, State will be invoiced by Vendor for such Taxes (including any interest and penalties) or Regulatory Cost Recovery Fees, whether as part of its standard billings or as separately billed and, with respect to the latter, using a "regulatory cost recovery" descriptor or other applicable descriptor. As a part of this process the Sate will furbish applicable tax-exemption certificates and Vendor will supply a letter of explanation as to the State's responsibility to pay the taxes or fees in question. Any relevant payments shall be made in accordance with the payment terms of this Agreement.. Vendor will be solely responsible for reporting Taxes on its income and net worth.

4.1.6.3 Vendor shall invoice on a per order basis

Send invoices to:

Agency:	See "Bill To" on each order
Attn:	See "Bill To" on each order
Address:	See "Bill To" on each order
City, State Zip	See "Bill To" on each order

☐ See attached BidBuy Purchase Order

BB For procurements conducted in BidBuy, the Agency may include in this Contract the BidBuy Purchase Order as it contains the Bill To address.

4.2 ASSIGNMENT: This Contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

4.3 SUBCONTRACTING: For purposes of this section, subcontractors are those with contracts with an annual value exceeding $100,000 and who are specifically hired to perform all or part of the work covered by the Contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this Contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this Contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this Contract. All subcontracts must include the same certifications that Vendor must make as a condition of this Contract. Vendor shall include in each subcontract the Standard Illinois Certifications form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses, the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract, and the general type of work to be performed. 30 ILCS 500/20-120.

4.4 AUDIT/RETENTION OF RECORDS: Vendor 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 Vendor for a period of three (3) years from the later of the date of final payment under the Contract or completion of the Contract, 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, Vendor 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 procuring Agency, 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. Vendor 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 Contract or any subcontract for which adequate books and records are not available to support the purported disbursement. Vendor or subcontractors shall not impose a charge for audit or examination of Vendor's or subcontractors' books and records. 30 ILCS 500/20-65. Vendor and its subcontractors shall upon reasonable notice appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

4.5 TIME IS OF THE ESSENCE: Time is of the essence with respect to Vendor's performance of this Contract. Vendor shall continue to perform its obligations while any dispute concerning the Contract is being resolved unless otherwise directed by the State.

4.6 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.

4.7 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 Contract without penalty if performance does not resume within thirty (30) days of the declaration.

4.8 CONFIDENTIAL INFORMATION: Each Party to this Contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this Contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act ("FOIA") (5 ILCS 140), shall be considered public. Unless otherwise agreed by the Parties, and then only upon receipt of the State's prior written consent, Vendor and its subcontractors shall not access or attain any personally identifiable information or sensitive information on or from the State's systems, and Vendor agrees that any such information is the confidential information of the State. In any event, Vendor shall implement and maintain reasonable security measures to protect any and all data, information, and records disclosed by the State under this Contract from unauthorized access, acquisition, destruction, use, modification, or disclosure. 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 a non-proprietary, readily usable format, 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.

4.9 USE AND OWNERSHIP: No work for hire is contemplated under this Agreement.

4.10 INDEMNIFICATION AND LIABILITY: Vendor shall indemnify and hold harmless the State, its agencies, officers, and employees, agents, and volunteers from any and all costs, demands, expenses, losses, third-party claims, damages, liabilities, settlements, and judgments, including reasonable in-house and Contracted attorneys' fees and expenses ("Claim"), related to: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants, or agreements included by reference in this Contract; (b) any actual or alleged death or injury to any person, direct damage to any real or personal property, or similar damages claimed to result in whole or in part from Vendor's negligent performance under this Contract; (c) any negligent act, activity, or omission of Vendor or any of its employees, representatives, subcontractors, or agents; or (d) Infringement Claim as described in Section 6 of the Vendor Supplemental Terms and Conditions, Attachment A. Vendor shall also defend (subject to the consent of the Office of the Attorney General ("OAG") the State against any and all third-party claims for personal injury, death, or direct damage to tangible property related to this Contract to the extent it is caused from Vendor's negligent performance under the Contract. If such consent is not obtained from the OAG in a reasonable time to allow Vendor to provide a defense, Vendor will not be penalized or considered in breach. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois and 1973 Illinois Attorney General Opinion 78, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Vendor's indemnification obligations

described in this Section 4.10 are conditioned upon: (a) in the event where Vendor has not received notice or does not have a reasonable expectation of knowing or a claim or infringement, the State notifying Vendor as soon as practicable in writing of the Claim; (b) Vendor having sole control, subject to the OAG, of the defense of the suit and all negotiations for its settlement or compromise with State consent; and (c) State cooperating with Vendor and, upon Vendor request, providing reasonable assistance in the defense. Neither Party shall be liable for indirect, special, consequential, or punitive damages.

4.10.1 DATA BREACH PREVENTION, NOTICE, AND REMEDIATION: Vendor shall maintain the security, storage, and integrity of the State's content and data, and to the extent applicable State computers, networks and systems in the Starcom21 System (which may include the use of encryption technology to protect the State's content and data from unauthorized access). To the extent that Vendor experiences or causes a credible information "Breach" or security incident that negatively impacts the State's data and content, and to the applicable its computers, systems, or networks, Vendor shall promptly notify the State and perform a root cause analysis of such information breach or security incident within a reasonable time. Vendor will use best reasonable efforts to promptly remedy any such breach or incident so caused by Vendor's negligence, and to mitigate or to the extent reasonable prevent any further breach or incident, at Vendor's expense, in accordance with applicable privacy rights, laws, regulations, policies, and standards, including but not limited to the Illinois Personal Information Protection Act (815 ILCS 530). Vendor shall reimburse the State for reasonable costs incurred by the State in responding to, and mitigating damages caused by any breach or security incident as described in this section, including all costs of notice and/or remediation.

4.10.2 DATA LOSS AND DAMAGE: Vendor shall adhere to all indemnification and liability obligations stated in this Contract and will remain liable to the extent applicable where any damage or impairment to the State's computers, systems, and networks, for any loss or corruption of the State's data or content is due to Vendor's negligent or intentional harmful acts and omissions. Further, Vendor shall reimburse the State for reasonable costs incurred by the State in restoring such data, or content and to the extent applicable any computers, systems, or networks.

4.11 INSURANCE: Vendor shall, at all times during the term of this Contract and any renewals or extensions, maintain and provide a Certificate of Insurance including the State as an additional insured as their interests may appear for all required insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the 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 the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.12 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.

4.13 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this Contract to perform any work under this Contract. Vendor shall give notice immediately

to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this Contract.

4.14 COMPLIANCE WITH THE LAW: Vendor, 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 Contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this Contract.

4.15 BACKGROUND CHECK: Vendor affirms that it checks the criminal records of all selected applicants for employment as well as Vendor employees and employees of contractors for felony convictions and misdemeanor convictions involving a violent act or threat of violence within five (5) years prior to employment, where permitted by law.

Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendors and subcontractors, officers, employees, or agents performing services on State owned, leased, or controlled property. Vendor 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 and State 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. Vendor's and subcontractor's officers, employees, or agents performing services on state owned, leased, or controlled property not consenting shall be reassigned.

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

4.16 APPLICABLE LAW:

4.16.1 **PREVAILING LAW:** This Contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2 **EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.

4.16.3 **COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this Contract 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 this Contract. The State of Illinois does not waive sovereign immunity (including all rights provided in the State Lawsuit Immunity Act, 745 ILCS 5) by entering into this Contract.

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

4.17 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this Contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title, and interest in and to the claim or cause of action.

4.18 CONTRACTUAL AUTHORITY: The Agency that signs this Contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this Contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. 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 or orders with Vendor shall have any liability to Vendor for that order or orders.

4.19 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

4.20 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 or via courier (UPS, Federal Express, or other similar and reliable carrier). Notices shall be sent to the individuals who signed this Contract using the contact information provided with 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.

4.21 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 Vendor's terms, conditions, and attachments, the State's terms, conditions, and attachments shall prevail.

4.22 PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the Contract. The State may consider Vendor's performance under this Contract and compliance with law and rule to determine whether to continue the Contract, suspend Vendor from doing future business with

the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

4.23 FREEDOM OF INFORMATION ACT: This Contract 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 ("FOIA") (5 ILCS 140) notwithstanding any provision to the contrary that may be found in this Contract.

4.24 SCHEDULE OF WORK: Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.25 WARRANTIES FOR SUPPLIES AND SERVICES:

4.25.1. Vendor Equipment warranties are described in Section 5 of Attachment A Vendor Supplemental Terms and Conditions.

4.25.2. Vendor shall ensure that all applicable manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied, or statutory, and shall survive the State's payment, acceptance, inspection, or failure to inspect the supplies. Vendor warrants that all services will be performed to meet the written requirements of this Contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this Contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the Contract or State policies.

4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this Contract.

4.27 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.

4.28 SUPPLEMENTAL TERMS: Notwithstanding any provision to the contrary in Vendor's supplemental terms and conditions, or in any licensing agreement attached hereto:

4.28.1 The procuring Agency and the State do not waive sovereign immunity (including all rights provided in the State Lawsuit Immunity Act, 745 ILCS 5);

4.28.2 The procuring Agency and the State do not consent to be governed by the laws of any state other than Illinois;

4.28.3 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;

4.28.4 The procuring Agency and the State shall not be bound by the terms and conditions contained in any click-wrap agreement, click-wrap license, click-through agreement, click-through license, end

user license agreement, or any other agreement or license contained or referenced in the software or any quote provided by Vendor, except as attached to this Contract.

4.28.5 The procuring Agency and the State shall not indemnify Vendor or its subcontractors (including any equipment manufacturers or software companies);

4.28.6 Vendor shall indemnify the procuring Agency and State pursuant to the terms and conditions of the Indemnification and Liability clause of this Contract;

4.28.7 Vendor's liability shall be governed by the terms and conditions contained in this Agreement; and

4.28.8 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). 30 ILCS 587.

4.28.9 For the avoidance of doubt, reference to Illinois Statutes are intended to govern the actions of State Customers or any entity that is specifically governed under the laws of Illinois.

4.29 SECURITY REQUIREMENTS: The State of Illinois has specific security requirements for information and systems. Vendor must ensure these requirements are fully understood and allocate sufficient project time and resources to address the security requirements.

If not specifically addressed in other Vendor Information Technology Requirements, Vendor must adhere to State of Illinois and Illinois Department of Innovation & Technology technology and security Policies, Procedures, and Standards. https://www2.illinois.gov/sites/doit/support/policies/Pages/default.aspx which are aligned with the Federal Bureau of Investigations (FBI) Criminal Justice Information Services ("CJIS") Security Policy requirements and will do so in accordance with the organizational variables defined in the CJIS Security Policy as well as within the time frames articulated by the FBI for compliance.

Exceptions to this requirement must be approved by the Illinois Department of Innovation & Technology, Division of Information Security.

The State of Illinois is required to comply with the below laws, standards, and regulations. Vendors must ensure compliance with the below as appropriate.

- Illinois Identity Protection Act (5 ILCS 179)
- Illinois Personal Information Protection Act (815 ILCS 530)
- The Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99)
- Federal Bureau of Investigations Criminal Justice Information Services ("CJIS") Security Policy, version 5.5, issued June 26, 2016
- Federal Centers for Medicare & Medicaid Services ("CMS") MARS-E Document Suite, Version 2.0 Catalog of Minimum Acceptable Risk Security and Privacy Controls for Exchanges November 10, 2015.

- Federal Centers for Medicare & Medicaid Services Information Security Acceptable Risk Safeguards (“ARS”) CMS Minimum Security Requirements Version 2.0 September 20, 2013.

5. SUPPLEMENTAL PROVISIONS

5.1. STATE SUPPLEMENTAL PROVISIONS

☒ Agency Definitions

5.1.1 "Chief Procurement Officer" means the chief procurement officer appointed pursuant to30 ILCS 500/10-20(a)(4).

5.1.2 "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, ICN Constituents, and any public authority in Illinois which has the power to tax or any other public entity created by Illinois statute.

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

☐ Required Federal Clauses, Certifications and Assurances

☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

PREVAILING WAGE ACT: This Contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Prevailing Wage Act"). The Prevailing Wage Act requires vendors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Code requires vendors that are awarded certain service contracts to pay service workers no less than the general prevailing wage rates of hourly wages (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website at http://labor.illinois.gov. The Illinois Department of Labor revises the prevailing wage rates, and Vendor and any subcontractors have an obligation to check the Illinois Department of Labor's website for revisions to prevailing wage rates. Please refer to the Illinois Department of Labor's website. Vendor and any subcontractors rendering services under this Contract must comply with all requirements of the Prevailing Wage Act and Code, including but not limited to, all wage requirements and notice and record keeping duties.

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than $200 per month or $2,000 per year or printing) 30 ILCS 500/25-60.

PREVAILING WAGE ACT: This Contract is a service contract subject to the prevailing wage requirements of the Illinois Procurement Code, 30 ILCS 500/25-60 (the "Code"). The Prevailing Wage Act requires vendors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Code requires vendors that are awarded certain service contracts to pay service workers no less than the general prevailing wage rates of hourly wages (hourly cash wages plus amount for

fringe benefits) in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website at http://labor.illinois.gov. The Illinois Department of Labor revises the prevailing wage rates, and Vendor and any subcontractors have an obligation to check the Illinois Department of Labor's website for revisions to prevailing wage rates. Please refer to the Illinois Department of Labor's website. Vendor and any subcontractors rendering services under this Contract must comply with all requirements of the Prevailing Wage Act and Code, including but not limited to, all wage requirements and notice and record keeping duties.

☐ EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS: In a period of excessive unemployment rates, State vendors (1) constructing or building any public works or (2) cleaning-up and disposing on-site of hazardous waste, and that clean-up or on-site disposal is funded or financed in whole or in part with State funds or funds administered by the State, are required to employ at least 90% Illinois laborers on such project. For projects involving clean-up and on-site disposal of hazardous waste, emergency response or immediate removal activities are excluded. This requirement applies to all labor whether skilled, semi-skilled, or unskilled, whether manual or non-manual.

A period of excessive unemployment rates is defined as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures.

Any public works project financed in whole or in part by federal funds administered by the State of Illinois is covered under the provisions of this requirement, to the extent permitted by any applicable federal law or regulation. 30 ILCS 570.

Vendors may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the Agency within the first quarter of the Contract term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of Vendor; and (d) be approved by the Agency.

☐ ILLINOIS WORKS JOBS PROGRAM ACT (30 ILCS 559/20-1 et seq.): For a contract that utilizes appropriated capital funds in whole or in part, involves the construction of a public work, and has with an estimated total project cost of $500,000 or more, Vendor must comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The "estimated total project cost" is a good faith approximation of the costs of the entire project. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Vendor may seek from the Department of Commerce and Economic Opportunity ("DCEO") a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). Vendor must ensure compliance for the life of the entire project, including during the term of the Contract and after the term ends, if applicable, and will be required to report on and certify its compliance.

☒ Agency Specific Terms and Conditions

5.1.4 The Chief Procurement Officer for General Services makes this contract available to all governmental units and qualified not-for-profit agencies.

5.1.5 Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units and qualified not-for-profit agencies.

5.1.6 The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit or qualified not-for-profit agency.

5.1.7 Vendor shall bill each governmental unit or qualified not-for-profit agency separately for its actual share of the costs of the supplies or services purchased.

5.1.8 The credit or liability of each governmental unit or qualified not-for-profit agency shall remain separate and distinct.

Updated language reviewed as to legal clause sufficiency: WAW 6/23/23

5.1.9 Disputes between vendors and governmental units or qualified not-for-profit agencies shall be resolved between the affected parties.

5.1.10 All terms and conditions in this Contract apply with full force and effect to all purchase orders.

☐ Other (describe)

5.2. VENDOR SUPPLEMENTAL PROVISIONS

Attachment A – Vendor Supplemental Terms and Conditions

Attachment A1 - Subscription Software Addendum

Attachment A2 - Mobile Video Addendum

Attachment B – Vendor Software License Agreement

Attachment C - Starcom21 Services

Attachment D - Lifecycle Management

Attachment E - Service Level Agreements

Attachment F - System Requirements and Administration

Attachment G - Cybersecurity

Attachment H - Business Continuity / Disaster Recovery

Attachment I - Governance

Attachment J - Transition Services

Attachment K - Pricing

Attachment L - Definitions

Attachment A – Vendor Supplemental Terms and Conditions

Section 1 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

1. "**Equipment**" means the equipment that the State purchases from Vendor under this contract or previously made part of the STARCOM21 radio communications system.

1.2 INTENTIONALLY LEFT BLANK

1.3 "**Vendor Software**" means Software that Vendor or its affiliated company owns. For purposes of this Agreement, Vendor Software also means Licensed Software.

1.4 “**Non-Vendor Software**” means Software owned by a third party other than Motorola or a Motorola affiliated company.

1.5 “**Open Source Software**” (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.6 “**Software**” means the Vendor Software and Non-Vendor Software, in object code format that is furnished with the System or Equipment.

1.7 “**Specifications**” means the functionality and performance requirements that are described in the contract documents.

1.8 “**System**” means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in the contract documents.

Section 2 CHANGE ORDERS

Either party may request changes within the general scope of this contract. all Change Requests are subject to internal Customer and Seller approvals and the requirement and limitations of State of Illinois law, rule, and regulation, including but not limited to the Illinois Procurement Code. 30 ILCS 500. Neither party is obligated to perform requested changes unless both parties execute a written change order.

Section 3 SOFTWARE

3.1 VENDOR SOFTWARE. Any Vendor Software, including subsequent releases, is licensed to the State solely in accordance with the Vendor Software License Agreement.

3.2 NON-VENDOR SOFTWARE. Vendor makes no representations or warranties of any kind regarding Non-Vendor Software.

3.3 VENDOR SOFTWARE WARRANTY. Unless otherwise stated in the Vendor Software License Agreement, during the warranty period, Vendor warrants the Vendor Software in accordance with the terms of the Vendor Software License Agreement and the provisions of this contract that are applicable to the Vendor Software.

Section 4 TITLE AND RISK OF LOSS

Title to the Equipment will pass to the State upon shipment. Title to Software will not pass to the State at any time. Risk of loss will pass to the State upon delivery of the Equipment to the State. To the extent applicable, acceptance of a delivery will be defined in an SOW or Order.

Section 5 WARRANTY AND DISCLAIMER OF WARRANTIES

Vendor warrants the Vendor manufactured Infrastructure Equipment (“Product”) delivered by Vendor, and the installation of any Infrastructure Equipment accomplished by Vendor, under the Contract shall be warrantied by Vendor, against material defects in material and workmanship under normal use and service for a period of two (2) years from the date of shipment unless otherwise extended. Vendor, at its option,

will at no charge either repair the Product (with new or reconditioned parts) replace it with the same or equivalent Product (using new or reconditioned Product), or refund the purchase price of the Product during the warranty period provided purchaser notifies Vendor according to the terms of this warranty. Vendor shall be responsible for parts, labor, and shipping costs, for warranty repair and/or replacement of all defective User Product installed by Vendor. Vendor shall accomplish all warranty repairs or replacements at the site where such faulty/failed equipment is located.

Repaired or replaced Product is warranted for the balance of the original applicable warranty period. All replaced parts of the Product shall become the property of Vendor. This express limited warranty is extended by Vendor to the Customer purchasing the Product for purposes of leasing or for commercial, industrial, or governmental use only, and is not assignable or transferable to any other party. For clarification, this warranty may be extended by the State to State agencies. This is the complete warranty for the Product manufactured by Vendor. Vendor assumes no obligations or liability for additions or modifications to this warranty unless made in writing and signed by an officer of Vendor.

Vendor does not warranty any ancillary equipment not furnished by Vendor which is attached to or used in connection with the Product, or for operation of the Product with any ancillary equipment, and all such equipment is expressly excluded from this warranty. Under **Attachment A – Section 5** only, Vendor disclaims liability for range, coverage, or operation of the system as a whole under this warranty.

At the State's request and expense, Vendor shall provide the State an extended warranty program for all newly purchased Product described and delivered under the Contract. This extended warranty program shall continue the same level of service provided by Vendor under the same terms set forth above on an annually renewable basis, for each year after the initial warranty period expires, through the entire Contract Term.

Upon expiration of the Software Maintenance warranty period Motorola Solutions, upon request, can offer Software Maintenance or Upgrade agreements per **Attachment K – Pricing**, **Section 3**.

WHAT THIS WARRANTY DOES NOT COVER:

A. Defects or damage resulting from use of the Product in other than its normal and customary manner.
B. Defects or damage from misuse, accident, water, or neglect that occur from use of the Product outside of its documented specifications.
C. Defects or damage from improper testing, operation, maintenance, installation, alteration, modification, or adjustment.
D. Breakage or damage to antennas unless caused directly by defects in material workmanship.
E. A Product subjected to unauthorized Product modifications, disassembles or repairs (including, without limitation, the addition to the Product of non-Vendor supplied equipment) which adversely affect performance of the Product or interfere with Motorola Solutions' normal warranty inspection and testing of the Product to verify any warranty claim.
F. Product which has had the serial number removed or made illegible.
G. Batteries (they carry their own separate limited warranty).

This warranty sets forth the full extent of Motorola Solutions' responsibilities regarding the Product. Repair, replacement or refund of the purchase price, at Motorola Solutions' option, is the exclusive remedy. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. Vendor DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS

OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

THE WARRANTIES SET FORTH IN THE CONTRACT DOCUMENTS ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOLUTIONS' SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. Vendor DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 6 INFRINGEMENT CLAIM INDEMNIFICATION

1. Vendor will defend at its expense any suit brought against the State to the extent it is based on a third-party claim alleging that the Equipment manufactured by Vendor or the Vendor Software ("Vendor Product") infringes a United States patent, trademark, copyright ("Infringement Claim"). The State will notify Vendor as soon as practicable in writing of the Infringement Claim; allow and except to the extent that the State OAG's cooperation and approval is required, Vendor shall have sole control of the defense of the suit and all negotiations for its settlement or compromise; and provide Vendor with reasonable cooperation. In addition to Vendor's obligation to defend, and subject to the same conditions, Vendor will pay all damages awarded against the State by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Vendor in settlement of an Infringement Claim. If Vendor, after receiving notice of any Infringement Claim, fails to assume the defense of such Infringement Claim within twenty 20 days of being notified of the Infringement Claim, the State may (without further notice to Vendor) retain counsel and undertake the defense, compromise or settlement of such claim or action at the expense of Vendor, subject to the right of Vendor to assume the defense of such Infringement Claim at any time prior to settlement, compromise or final determination thereof. The cost and expense of counsel retained by the State in these circumstances shall be borne by Vendor and Vendor shall be bound by, and shall pay the amount of any settlement, compromise, final determination or judgment reached while the State was represented by counsel retained by the State pursuant to this paragraph, or while Vendor was conducting the defense.

2. If an Infringement Claim occurs, or is likely to occur, Vendor will at its option and expense: (a) procure for the State the right to continue using the Vendor Product; (b) replace or modify the Vendor Product so that it becomes non- infringing while providing functionally equivalent performance; or (c) accept the return of the Vendor Product and grant the State a credit for the Vendor Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

3. Vendor will have no duty to defend or indemnify for any Infringement Claim that is solely based upon: (a) Customer's combination of the Vendor Product with any software, apparatus or device not furnished by or approved in writing by Vendor where the infringement would not have occurred but for the combination; (b) Vendor Product designed or manufactured solely in accordance with the Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without the Customer's designs, specifications, guidelines or instructions; (c) a modification of the Vendor Product by a party other than Vendor unless such modification was approved in writing by Vendor; or (d) the failure by the State to install an enhancement release to the Vendor Software that is intended to correct the claimed infringement where such enhancement release is provided to the State with written notice that such enhancement release is necessary to correct a claimed infringement

4. Reserved.

Section 7 LIMITATION OF LIABILITY

Except for damages to persons (including death) or property, losses resulting from fraud, gross negligence, willful misconduct (including intentional breach of the agreement), willful misrepresentation, or by Vendor, its employees, agents and subcontractors, the parties' total liability, whether for breach of contract, indemnification, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the fees invoiced to the State plus credits under this Agreement during the 18 months prior to the claim except for equipment related claims which will not exceed the price of Infrastructure Equipment purchased under this contract. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT NEITHER PARTY WILL BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY VENDOR PURSUANT TO THIS AGREEMENT. STATE FURTHER ACKNOWLEDGES AND UNDERSTANDS THAT IT: (1) HAS NO CONTRACTUAL RELATIONSHIP WITH VENDOR'S UNDERLYING WIRELESS SERVICE CARRIER(S) OR ITS AFFILIATES AND SUBCONTRACTORS; (2) IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN VENDOR AND THE UNDERLYING CARRIER(S); (3) THAT THE UNDERLYING CARRIER(S) HAS NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO STATE ; AND (4) THAT DATA TRANSMISSIONS AND MESSAGES MAY BE DELAYED, DELETED OR NOT DELIVERED, AND 911 OR SIMILAR EMERGENCY CALLS MAY NOT BE COMPLETED. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

Section 8 ACCEPTANCE, INSPECTION, AND REJECTION

Upon delivery of the Infrastructure Equipment to the delivery location, the State will inspect the Infrastructure Equipment to determine that no visual damage has occurred during shipment and will run such tests at it determines reasonable to test the functionality of the delivered Infrastructure Equipment. If the State deems the Infrastructure Equipment acceptable, the State shall acknowledge acceptance of delivery to the State. If all or a portion of the Equipment deemed unacceptable to the State, the State shall provide Notice to Vendor within seven (7) business days after the Infrastructure Equipment is delivered. Vendor will promptly replace Infrastructure Equipment deemed to be unacceptable by the State. If the State does not provide such notice within 7 days, the Infrastructure Equipment will be deemed accepted by the State. Infrastructure Equipment rejected pursuant to this Section shall be shipped back to Vendor at Vendor's expense.

Section 9 SURVIVAL

SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.1 (Vendor Software); Section 3.2 (Non-Vendor Software); Subsection 5 (Disclaimer of Implied Warranties); and Section 7 (Limitation of Liability). 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 Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

Subscription Software Addendum

This Subscription Software Addendum (this "**SSA**") is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and the State of Illinois Department of Innovation and Technology ("**Customer**"), and will be subject to, and governed by, the terms of the State of Illinois Contract No. CMT202859 entered into between the Parties, effective as of June 26, 2023 (the "**Contract**" or "**Primary Agreement**"). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the Contract.

1. Addendum. This SSA governs Customer's purchase of Subscription Software as defined below, and, if set forth in a Motorola quote, related Services, from Motorola, and will form part of the Parties' Agreement. Additional Subscription Software-specific Addenda or other terms and conditions may apply to certain Subscription Software, where such terms are provided or presented to Customer.

2. Delivery of Subscription Software.

2.1. Subscription Software. Subscription Software means license cloud-based software as a service products and other software which is either preinstalled on hardware provided by Motorola ("Equipment") or installed on certain components, including equipment and software, not provided by Motorola but owned by Customer and may be required for use of the Motorola provided Services ("Customer-Provided Equipment") and licensed to Customer by Motorola on a subscription basis.

2.2. Delivery. During the applicable Subscription Term (as defined below), Motorola will provide to Customer the Subscription Software set forth in a quote or Statement of Work, in accordance with the terms of the Primary Agreement. Motorola will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer's receipt of credentials required for access to the Subscription Software or upon Motorola otherwise providing access to the Subscription Software. If agreed upon in writing, Motorola will also provide Services related to such Subscription Software.

2.3. Modifications. In addition to other rights to modify the Products and Services set forth in the Contract, Motorola may modify the Subscription Software, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Statement of Work) is not materially degraded. Documentation for the Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software may be subject to additional Fees.

2.4. User Credentials. If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software. Customer agrees and acknowledges that such administrative user credentials are to be accessed and used only by Customer's employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer agrees and acknowledges that it is responsible for its use of the Subscription Software through such user credential (including through any administrative user credentials), any issues arising from its use thereof. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will, subject to prior approvals and the Illinois Procurement code, be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the Agreement.

3. Subscription Software License and Restrictions.

3.1. Subscription Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in a Motorola quote or Statement of Work, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in a writing (if applicable) and will continue for the applicable Subscription Term. Customer may access and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.

3.2. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; knowingly reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; knowingly modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; knowingly take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; knowingly remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to knowingly store or transmit malicious code; or knowingly attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

4. Term.

4.1. Subscription Terms. The duration of Customer's subscription to the first Subscription Software and any associated recurring Services ordered under this SSA (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the "**Initial Subscription Period**").

4.2. Term. The term of this SSA (the "**SSA Term**") will commence upon either (a) the Effective Date of the CONTRACT, if this SSA is attached to the Contract as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the CONTRACT Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.3. Suspension. Notwithstanding the termination provisions of the Contract, Motorola may suspend for any duration necessary delivery of Subscription Software or Services, upon reasonable, but no less than 10 business days, notice to Customer if (a) Customer breaches **Section 3** of this SSA, or with as much notice as is feasible, but no later than 5 business days (b) it determines that Customer's use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola's systems, or any third party (including other Motorola customers).

4.4. Wind Down of Subscription Software. Reserved.

5. Payment.

5.1. Payment. All payments are subject to the terms and conditions of the Agreement.

5.2. License True-Up. Motorola will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Software during a Subscription Term, and Customer will cooperate with such audit. Motorola must provide advance written notice of the audit with sufficient time to prepare and cooperate. Audits must be limited to no more than one (1) per 12 months. Audits must only occur during normal business hours and at times agreed to in advance. If Motorola determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Customer may, subject to prior approvals and the Illinois Procurement Code, either purchase additional licenses to realign the number of users and licenses, or work with Motorola to reduce the number of users to realign.

6. Liability.

6.1. The provisions in the Primary Agreement concerning Confidential Information apply.

6.2. Voluntary Remedies. The provisions in the Primary Agreement concerning Confidential Information apply.

7. Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement, as may be updated from time to time and the applicable terms of the Agreement. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

8. Survival. The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term**; Section **5 – Payment**; **Section 6.1 – Additional Exclusions**; **Section 8 – Survival**.

Subscription Services Addendum

Exhibit A: Verizon Service Terms - APXNext

For purposes of this Addendum, “Service” means wireless services provided directly or indirectly by Verizon which may include but it is not limited to data transmission services between wireless devices and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision. Customer acknowledges that Motorola is not a Telecommunications Services Provider, as defined In the 4 7 U.S.C.A sec. 163, and to Include within that definition, but not be limited lo, Inter-exchange Carrier, BLEC, CLEC, ILEC and/or DLEC, or wireless service provider pursuant to licenses Issued by the FCC pursuant to the FCC's rules.

Customer agrees to comply with the additional responsibilities for access to and use of the Service provided by Verizon:

Service Availability. The Service uses radio technologies and is subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical or environmental conditions, cell. site availability, equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting Service operation. The Service and/or features may not be available in all areas. The Service is only available within each applicable calling plan coverage area, within the operating range of the wireless systems, and with equipment that is authorized to operate on Verizon's network.

WARRANTY DISCLAIMER. VERIZON AND ITS AFFILIATES AND CONTRACTORS MAKE NO WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE SERVICE OR EQUIPMENT OR THEIR USE IN CONNECTION WITH THE CUSTOMER PROVIDED EQUIPMENT OR THE COMPANY PRODUCT OR SERVICE. WITH RESPECT TO VERIZON.

Content Disclaimer. Neither Verizon nor Motorola exercises control over nor has any responsibility for the accuracy, quality, security or other aspect of any content accessed, received, transmitted, stored, processed or used through Verizon facilities or any Services (except to the extent particular Services explicitly state otherwise). Customer accesses, receives, transmits, stores, processes, or uses any content at its own risk. Customer is solely responsible for selecting and using the level of security protection needed for the content it is accessing, receiving. storing, processing or using, including without limitation Customer Data, individual health and financial content. Verizon is not responsible if the level of security protection Customer uses for any particular content is insufficient to prevent its unauthorized access or use, to comply with applicable law, or to otherwise fully protect the interests of Customer and others in that content.

Use of Customer Data. Verizon, Verizon Affiliates and their respective agents, may use, process and/or transfer Customer Data (including intra-group transfers and transfers to entities in countries that do not provide statutory protections for personal information): (a) in connection with provisioning of Services; (b) to incorporate Customer Data into databases controlled by Verizon, Verizon Affiliates or their respective agents for the purpose of providing Services; administration; provisioning; billing and reconciliation; verification of Customer identity, solvency and creditworthiness; maintenance, support and product development; fraud detection and prevention; sales, revenue and customer analysis and reporting; market and customer use analysis; and (c) to communicate to Customer regarding Services.

Network Monitoring. Transmissions passing through Verizon Facilities may be subject to legal intercept and monitoring activities by Verizon, its suppliers or local authorities in accordance with applicable local law requirements. To the extent consent or notification is required by Customer or end users under applicable data protection or other laws, Customer grants its consent under this Agreement and represents that it will have at all relevant times the necessary consents from all end users.

Customer Consent. Customer warrants that it has obtained or will obtain all legally required consents and permissions from relevant parties (including data subjects) for the use, processing and transfer of Customer Data as described in this clause.

Customer Consent to Use of U.S. Customer Proprietary Network Information ("CPNI"). [Not Applicable to Arizona customers.] Verizon and its affiliates (the "Verizon Companies") may need Customer's permission to share information about Customer as described below. The Federal Communications Commission ("FCC") and various states require Verizon to protect certain information that is made available to it solely by virtue of Customer relationship with it. This information is known as Customer Proprietary Network Information CPNI"), and it includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of Customer telecommunications services purchased (including specific calls Customer makes and receives) and related local and toll billing information. CPNI does not include subscriber lists or published information (listed or unlisted), such as Customer's name, telephone number and address; such information is not subject to the CPNI rules' use limitations. The Verizon Companies acknowledge that Customer has a right under federal and state law to protect the confidentiality of Customer's CPNI, and to direct the Verizon Companies not to use Customer's CPNI or to limit use and disclosure of and access to it, and the Verizon Companies have a duty to comply with the limitations Customer designates. By its signature on this Agreement, Customer grants the Verizon Companies permission, solely for the purpose of offering Customer current and future products and services available from the Verizon Companies and from the Vodafone Companies, to use, to permit access to and to disclose Company's CPNI among the Verizon Companies, to their agents, contractors, and partners, and to the Vodafone Companies. (The "Vodafone Companies" refers to Vodafone Group PLC, Vodafone Group Service Limited, their affiliates and partner networks).

User Disclosures. THE CUSTOMER UNDERSTANDS AND AGREES THAT IT: (1) HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS; (2) IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN MOTOROLA SOLUTIONS INC. AND THE UNDERLYING CARRIER; AND (3) ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

LIMITATION OF LIABILITY. NOTWITHSTANDING SECTION 11 OF THE AGREEMENT, NEITHER MOTOROLA NOR VERIZON AND THEIR AFFILIATES AND CONTRACTORS WILL HAVE ANY LIABILITY TO CUSTOMER OR ANY END USER:

A) IF CHANGES IN THE SERVICE OR IN THE VERIZON NETWORK, SYSTEMS, OPERATIONS, EQUIPMENT, POLICIES OR PROCEDURES RENDER OBSOLETE OR OUTDATED ANY EQUIPMENT, HARDWARE, DEVICES OR SOFTWARE;

B) FOR ANY CAUSES OF ACTION, LOSSES OR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF (I) MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, OR DEFECTS IN FURNISHING THE SERVICE, (II) FAILURES OR DEFECTS IN THE VERIZON NETWORK OR SYSTEMS,

C) FOR ANY INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF BUSINESS), DAMAGES, CLAIMS OR DEMANDS OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, USE OR INABILITY TO USE THE SERVICE, RELIANCE BY CUSTOMER ON ANY DATA PROVIDED OR OBTAINED THROUGH USE OF THE SERVICE, ANY INTERRUPTION, DEFECT, ERROR, VIRUS, OR DELAY IN OPERATION OR TRANSMISSION, ANY FAILURE TO TRANSMIT OR ANY LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT. IN NO EVENT SHALL VERIZON, MOTOROLA, OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E9l l, OR OTHER EMERGENCY NUMBERS OR SERVICES; OR INTENTIONAL MISCONDUCT. FOR THE AVOIDANCE OF DOUBT, UNDER NO CIRCUMSTANCES SHALL VERIZON'S OR MOTOROLA'S EXERCISE OF ANY RIGHTS SET FORTH IN THIS ADDENDUM BE DEEMED WILLFUL OR INTENTIONAL MISCONDUCT.

Mobile Video Addendum

This Mobile Video Addendum (this "**MVA**") is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and a customer who is not the State of Illinois ("**Customer**"), and will be subject to, and governed by, the terms of the State of Illinois Contract No. CMT202859 entered into between the Parties, effective as of June 26, 2023 (the "Contract" or "Primary Agreement"). Capitalized terms used in this MVA, but not defined herein, will have the meanings set forth in the Contract. For the avoidance of doubt, the definition of Customer as used in this document shall apply only to its use herein and refers to Customers who are not State of Illinois Agencies or State governmental entities.

1. Addendum. This MVA governs Customer's purchase of any Motorola mobile video Products, including participation in Motorola's Video-as-a-Service Program ("**VaaS Program**"). A "**Mobile Video System**" is a solution that includes at least one mobile video Product and requires Integration Services to deploy such mobile video Product or the associated evidence management Product at a Customer Site. In addition to the Contract, other terms may be applicable to Products offered under this MVA, including the Subscription Software Addendum ("**SSA**") Attachment A1 to the Contract, with respect to Subscription Software, and the Vendor Software License Agreement ("**SLA**") Attachment B to the Contract, with respect to Licensed Software and Equipment, as each of those terms are defined therein, and as further described below. This MVA will control with respect to conflicting or ambiguous terms in the Contract or any other applicable Addendum, but only as applicable to the Mobile Video System or other Products purchased under this MVA and not with respect to other Products or Services.

2. Evidence Management Systems; Applicable Terms and Conditions.

2.1. On-Premise Evidence Management. If Customer purchases a Mobile Video System where Equipment and Licensed Software for evidence management is installed at Customer Sites (an "**On-Premises Evidence Management System**"), then, unless the Motorola quote or Statement of Work for such purchase specifies that any software is being purchased on a subscription basis (i.e., as Subscription Software), any (i) Equipment and (ii) Licensed Software installed at Customer Sites or on Customer-Provided Equipment, in each case purchased in connection with the On-Premises Evidence Management System, are subject to the SLA. On-Premises Evidence Management Systems described in this Section qualify for the System Warranty as described in **Section 4 – On-Premises Evidence Management System Warranty** (the "**System Warranty**").

2.2. Cloud Hosted Evidence Management. If Customer purchases Mobile Video System where the software for evidence management is hosted in a data center and provided to Customer as a service ("**Cloud Hosted Evidence Management System"),** including but not limited to CommandCentral Evidence, VideoManager EX, and VideoManager EL Products, then such Cloud Hosted Evidence Management System is subject to the SSA. Any Equipment purchased in connection with Cloud Hosted Evidence Management System is subject to the EPSLA. Cloud Hosted Evidence Management System described in this Section do not qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of **Section 7 –System Completion** below.

2.3. Services. Any Integration Services or Maintenance and Support Services purchased in connection with, or included as a part of, a Mobile Video System are subject to the Contract, and as described in the applicable quote or Statement(s) of Work.

3. Payment. Customer will pay invoices for the products and services covered by this MVA in accordance with the invoice payment terms set forth in the Agreement. Fees for Mobile Video Systems will be invoiced as of the System Completion Date unless another payment process or schedule or milestones are set forth in an Ordering Documents or applicable Addendum. In addition to Equipment, licensed Software, Subscription Software and integration Services (as applicable) sold as part of a Mobile Video System, the ordering documents for a Mobile Video System may also include post-deployment integration Services or other Services which are to be provided following the date of functional demonstration ("**Post-Deployment Services**"). Post-Deployment Services will be invoiced upon their completion and paid by Customer in accordance with the terms of the Agreement.

4. On-Premises Evidence Management System Warranty. Subject to the disclaimers in the Contract and any other applicable Addenda, Motorola represents and warrants that, on the System Completion Date (as defined below) for an On-Premises Evidence Management System described in **Section 2.1 – On-Premises Evidence Management** (a) such On-Premises Evidence Management System will perform in accordance with the descriptions in the applicable Ordering Documents in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such On-Premises Evidence Management System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the On-Premises Evidence Management System that includes such Products, or on the applicable Product Completion Date, if earlier, instead of commencing upon delivery of the Products in accordance with the terms and conditions set forth in **the** SLA. The warranties set forth in the applicable Addenda are not otherwise modified by this MVA.

5. Additional Software and Video Terms.

5.1. Unlimited Storage. Storage shall be specifically described in an ordering document. In the event Customer purchases a Cloud Hosted Evidence Management System with "Unlimited Storage", as specified in the Ordering Documents, then "Unlimited Storage" means storage of all data captured using Equipment sold under this MVA, provided that (1) video recordings are recorded in an event-based setting where users are not recording an entire shift under one video footage and (2) Customer's data retention policies and practices do not result in the retention of data beyond the statutory minimums set forth by the State in which the Customer resides. In the event Customer does not comply with the preceding clauses (1) and (2), Motorola shall have the right to charge Customer for such excess data storage at the prevailing rates. Motorola also has the right to place any data that has not been accessed for a consecutive six (6) month period into archival storage, retrieval of which may take up to twenty-four (24) hours from any access request.

5.2. Applicable End User Terms. Additional license terms apply to third-party software included in certain software Products which are available online at: www.motorolasolutions.com/legal-flow-downs, and attached hereto as exhibits. Customer will comply, and ensure its Authorized Users comply, with all such additional license terms. For the avoidance of doubt, the standard resident training is not intended to impose any legal obligations on the State. To the extent any standard resident training purports to impose any legal obligations on the State, such language is not binding on or applicable to the State; in no instance shall this clause function as a waiver of either party's obligations described this Agreement.

5.3. WatchGuard Detector Mobile. Any order by Customer of WatchGuard Detector Mobile is on a subscription basis and subject to the SSA.

5.4. Vigilant Access. Customer may opt for subscription to additional Subscription Software, including use of the Law Enforcement Archival Network ("**Vigilant VehicleManager**"), which is subject to the terms and conditions of the SSA and applicable Vigilant Addendum, which may be considered and negotiated at the time of purchase. If Customer purchases a subscription to commercial license plate recognition data, then the terms of Motorola's standard Data License Addendum will be applicable and may be negotiated at the time of purchase. The Vigilant Addendum and Data License Addendum are attached to this document as exhibits A and B.

5.5. License Plate Recognition Data. License plate recognition ("**LPR**") data collected by Customer is considered the Customer's data and is therefore subject to the Customer's own retention policy. Customer, at its option, may share its LPR data with other similarly situated Law Enforcement Agencies ("**LEAs**") which contract with Motorola to access Vigilant VehicleManager by selecting this option within Vigilant VehicleManager. Other similarly situated LEAs may similarly opt to share their LPR data with Customer using Vigilant VehicleManager. Such LPR data generated by other LEAs is considered Third-Party Data (information obtained by Motorola from publicly available sources or its third-party content providers and made available to Customer through the products or Services), is governed by the retention policy of the respective LEA and shall be used by Customer only in connection with its use of Vigilant VehicleManager. LPR data that has reached its expiration date will be deleted from Vigilant VehicleManager. Only individuals who are agents and/or sworn officers of Customer and who are authorized by Customer to access Vigilant VehicleManager on behalf of Customer through login credentials provided by Customer ("**User Eligibility Requirements**") may access Vigilant VehicleManager. Vigilant in its sole discretion may deny access to Vigilant VehicleManager to any individual based on such person's failure to meet the User Eligibility Requirements. Customer will ensure no user logins are provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Vigilant. Customer will be responsible for all individuals' access to, and use of, Vigilant VehicleManager through use of Customer login credentials, including ensuring their compliance with this Agreement.

5.6. API Support. Motorola will use reasonable efforts to maintain its Application Programming Interface ("**API**") sold in connection with any Mobile Video System. APIs will evolve and mature over time, requiring changes and updates. Motorola will use reasonable efforts to continue supporting any version of an API for six (6) months after such version is introduced, but if Motorola determines, in its sole discretion, to discontinue support of an API for any reason, Motorola will provide reasonable advance notification to Customer. If an API presents a security risk, Motorola may discontinue an API without prior notice.

5.7. Support of Downloaded Clients. If Customer purchases any software Product that requires a client installed locally on Customer-Provided Equipment or Equipment in possession of Customer, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. Motorola will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but Motorola may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and Motorola makes no representations or warranties that any software Product will support prior versions of a client.

5.8. CJIS Security Policy. Motorola agrees to support Customer's obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services ("**CJIS**") Security Policy, incorporated herein, and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Ordering Documents for the applicable Product. Customer hereby consents to Motorola screened personnel serving as the "escort" within the meaning of CJIS Security Policy

for unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.

6. VaaS Program Terms. All hardware provided by Motorola to Customer under the VaaS Program will be considered "Equipment", as defined in the EPSLA, and constitutes a purchase of such Equipment subject to the terms of the EPSLA. Additionally, the following terms and conditions apply to any Equipment purchased under the VaaS Program:

6.1. Technology Refresh. Body cameras and associated batteries purchased under the VaaS Program ("**Body Cameras**") may be eligible for a technology refresh as described in the Ordering Documents. If included in the Ordering Documents, and in the event the Body Camera is eligible for replacement applicable under this **Section 6.1 – Technology Refresh**, Customer must return the existing Body Camera to Motorola in working condition. The corresponding replacement Body Camera will be the then-current model of the Body Camera at the same tier as the Body Camera that is returned to Motorola. For clarity, any other Equipment received by Customer as part of the VaaS Program, other than Body Cameras, or associated batteries (if specified in the Ordering Documents) will not be eligible for a technology refresh hereunder.

6.2. No-Fault Warranty. If specified in the Ordering Documents, and subject to the disclaimers set forth in the Contract and SLA, upon delivery of Equipment purchased as part of the VaaS Program, Motorola will provide a No-fault Warranty to Customer for such Equipment that extends until the end of the Commitment Term (as defined below) applicable to such Equipment; except that the No-fault Warranty will not apply to: (i) any Equipment with intentionally altered or removed serial numbers, (ii) any other damages disclaimed under the Contract or SLA, or (iii) any Equipment that Motorola determines was changed, modified, or repaired by Customer or any third party. The "**No-fault Warranty**" means that Motorola will repair or replace any Equipment components or parts that render the applicable Equipment unable to perform its intended purpose. With respect to any batteries in Body Cameras, a battery will be considered faulty and covered under this No-fault Warranty if it falls below sixty percent (60%) of rated capacity.

6.3. Commitment Term. Customer accepts, to the extent any prior approvals and applicable laws allow, that following the delivery of any Equipment under the VaaS Program, Customer commits to a five (5) year subscription term for such Equipment at the rate provided in the Ordering Documents (the "**Initial Commitment Term**"). If Customer, for any reason, terminates any of its obligations to Motorola prior to expiration of the applicable Commitment Term (as defined below), Customer will be subject to the payments described in **Section 6.7.2 – Termination** hereunder.

6.4. Additional Devices. Any additional Equipment, including any accessory items, ordered by Customer after Customers' initial purchase of Equipment hereunder may be subject to an incremental increase in Fees. In the event Customer orders additional Equipment under the VaaS Program within the ninety (90) days immediately following its initial purchase, such Equipment will be included in and subject to the Initial Commitment Term. Any additional Equipment purchased, to the extent any prior approvals and applicable laws allow, under the VaaS Program subsequent to such ninety (90) day period, will commence an additional subscription term commitment for such Equipment of five (5) years (a "**Subsequent Commitment Term**") with respect to the monthly Fee associated with such additional Equipment. For purposes of this Addendum, the Initial Commitment Term and each Subsequent Commitment Term are each also referred to herein as a "**Commitment Term**".

6.5. Included Subscription Software.

6.5.1. VideoManager EL. Subject to **Section 6.7.1 – VaaS Term**, if the Equipment purchased under the VaaS Program provides Customer with a subscription to the Cloud Hosted Evidence Management System specified in the Ordering Documents during the VaaS Term (as defined below), the use of which is subject to the SSA. Customer's subscription will include unlimited users, Unlimited Storage and unlimited sharing, provided any media or data uploaded to the Cloud Hosted Evidence Management System is done so using Motorola Equipment actively enrolled in the VaaS Program. Following expiration of the applicable Commitment Term, if Customer desires to continue use of expired Equipment with the Cloud Hosted Evidence Management System, Customer must purchase additional access to Cloud Hosted Evidence Management System based on Motorola's prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to the Cloud Hosted Evidence Management System.

6.5.2. CommandCentral. If specified and included in the Ordering Documents, for each applicable Body Camera, in-car system or integrated system purchased, Customer will receive one user license for Motorola CommandCentral, which provides access to CC Community, CC Capture, CC Vault and CC Records. If the Customer requires additional licenses to CommandCentral they must be purchased for an additional fee.

6.5.3. CarDetector Mobile. If Customer's VaaS Program order includes an in-car system, Customer, will receive a subscription to WatchGuard CarDetector Mobile during the VaaS Term, the use of which is subject to the SSA.

6.5.4. VideoManager EX: Subject to **Section 6.7.1 – VaaS Term,** if specified in the Ordering Documents, Equipment purchased under the VaaS Program provides Customer with a single subscription to Video Manager EX during the VaaS Term (as defined below), the use of which is subject to the SSA. Following expiration of the applicable Commitment Term, if Customer desires to continue use of expired Equipment with the VideoManager EX, Customer must purchase additional access to VideoManager EX based on Motorola's prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to VideoManager EX.

6.6. VaaS Program Payment. Unless otherwise provided in a Motorola quote or Statement of Work (and notwithstanding the provisions of the Contract), Customer will prepay a subscription Fee quarterly (each a "**Subscription Quarter**"), as set forth in therein. If Customer orders any additional product(s) under the VaaS Program subsequent to the initial purchase by Customer, Fees for such additional product will be added to the quarterly subscription Fee, and will be payable on the same Fee payment schedule as the initial product purchased under the VaaS Program; provided, however, that for the first Subscription Quarter during which such additional product is purchased, the subscription Fee for the applicable additional product will be pro-rated based on the applicable number of days remaining in the such initial Subscription Quarter.

6.7. VaaS Program Term and Termination.

6.7.1. VaaS Term. Customer's participation in the VaaS Program will commence upon the System Completion Date under this MVA and will continue through the end of the final Commitment Term hereunder ("the "**VaaS Term**"). Following the end of any Commitment Term, Customer's access to the Cloud Hosted Evidence Management System with respect to the Equipment purchased relative to that Commitment Term will expire, and Customer must download or transfer all

Customer Data associated with the applicable Equipment within thirty (30) days following expiration unless Customer purchases extended access to the Cloud Hosted Evidence Management System from Motorola at the prevailing rates. Motorola has no obligation to retain Customer Data for expired Equipment beyond thirty (30) days following expiration of the applicable Commitment Term. For example, if Customer purchases 100 devices on January 1 of Year 1 of the VaaS Term, and then 100 additional devices on January 1 of Year 3, on December 31 of Year 5 (i.e., the conclusion of the Initial Commitment Term), Customer's access to the Cloud Hosted Evidence Management System with respect to the first 100 devices will be discontinued, and Customer must purchase extended storage or transfer all Customer Data associated with the first 100 devices within thirty (30) days of expiration of the Initial Commitment Term. In the foregoing example, the Cloud Hosted Evidence Management System access and data storage for the second 100 devices purchase will extend until December 31 of Year 7.

6.7.2. Termination. The termination provisions applicable to the VaaS Program will be those set forth in the Contract, SLA and SSA, as applicable. If Customer's participation in the VaaS Program is terminated for any reason prior to the end of the Initial Commitment Term or any Subsequent Commitment Term, Customer will pay the pro-rated remainder of the aggregate Equipment MSRP price (prevailing as of the time of delivery), calculated by multiplying the MSRP price of all Equipment purchased under the VaaS Program by the percentage resulting from dividing the number of months remaining in the Commitment Term applicable to such Equipment by sixty (60). In the event Customer purchased Equipment on multiple dates, resulting in separate Commitment Terms for certain Equipment, the preceding calculation will be made relative to the applicable Commitment Term for each Equipment order. For example, if Customer purchased $1,000 worth of Equipment on January 1 of Year 1 of the VaaS Term, and then $1,000 worth of Equipment on January 1 of Year 2, and then Customer's VaaS Program terminates on December 31 of Year 3, Customer will be required to repay: $1,000 x (24/60) + $1,000 x (36/60), which is equal to $1,000 in the aggregate.

7. System Completion. Any Mobile Video System sold hereunder will be deemed completed upon Customer's (or the applicable Authorized User's) beneficial use of the applicable Mobile Video System (the "**System Completion Date**"). Customer will not unreasonably delay Beneficial Use, and in any event, the Parties agree that beneficial use will be deemed to have occurred upon such use thirty (30) days after functional demonstration, whichever is earlier. As used in this Section, "**Beneficial Use**" means use by Customer or at least one (1) Authorized User of the material features and functionalities of Mobile Video System, in material conformance with Product descriptions in the applicable Motorola quote or Statement of Work. Any additional Equipment sold in connection with the initial Mobile Video System shall be deemed delivered in accordance with the terms of the SLA. Any additional Subscription Software purchased under the VaaS Program will be deemed delivered upon Customer's receipt of credentials required for access to the Cloud Hosted Evidence Management System or upon Motorola otherwise providing access to the Cloud Hosted Evidence Management System. This Section applies to Products purchased under the MVA notwithstanding the delivery provisions of the Addendum applicable to such Products, such as the SSA or SLA, and this Section will control over such other delivery provisions to the extent of a conflict.

8. Additional Cloud Terms. The terms set forth in this **Section 8 – Additional Cloud Terms** apply in the event Customer purchases any cloud hosted software Products under this MVA, including a Cloud Hosted Evidence Management System.

8.1. Data Storage. Motorola will determine, in its sole discretion, the location of the stored content for cloud hosted software Products. All data, replications, and backups will, without exception, be stored at a location in the United States for Customers in the United States. In no instance shall Customer data be stored or processed outside the U.S.

8.2. Data Retrieval. Cloud hosted software Products will leverage different types of storage to optimize software, as determined in Motorola's sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed. Access to content in archival storage may take up to twenty-four (24) hours to be viewable.

8.3. Availability. Unless otherwise specified in writing, Motorola will make reasonable efforts to provide monthly availability of 99.9% for cloud hosted software Products with the exception of maintenance windows. Customer agrees and acknowledges that factors beyond Motorola's control may affect Motorola's ability to achieve this goal.

8.4. Maintenance. Scheduled maintenance of cloud hosted software products will be performed periodically. Motorola will make reasonable efforts to notify customers one (1) week in advance of any such maintenance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make reasonable efforts to notify customers of any unscheduled or emergency maintenance twenty-four (24) hours in advance.

9. Survival. The following provisions will survive the expiration or termination of this MVA for any reason: **Section 1 – Addendum; 2 – Evidence Management Systems; Applicable Terms and Conditions; Section 3 – Payment; Section 5.2 – Applicable End User Terms; Section 6.5.1 – VideoManager EL Section 6.7 – VaaS Program Term and Termination; Section 9 – Survival.**

Attachment B

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Attachment B Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., (“Motorola"), and State of Illinois Department of Innovation and Technology (“Licensee”).

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 “Designated Products” means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 “Documentation” means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 “Open-Source Software” means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 “Open-Source Software License” means the terms or conditions under which the Open-Source Software is licensed.

1.5 “Primary Agreement” means the agreement to which this Agreement is attached.

1.6 “Security Vulnerability” means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 “Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third-party supplier. The term "Software" does not include any third-party software provided under separate license or third-party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee’s use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola’s copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open-Source Software, the terms and conditions governing the use of such Open-Source Software are in the Open-Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open-Source Software Licenses governing Licensee's use of the Open-Source Software, the terms and conditions of the license grant of the applicable Open-Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open-Source Software is provided under this Agreement; and (ii) identify the Open-Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and

security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

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Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software, or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third-party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

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6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written

consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within a reasonable amount of time after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Reserved.

Section 9 Commercial Computer Software

Reserved.

Section 10 CONFIDENTIALITY

The provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental

approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Reserved.

13.5. GOVERNING LAW. This Agreement shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third-party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third-party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

MOTOROLA SOLUTIONS

STARCOM21

CONTRACT # CMT2028589 **JUNE 26, 2023**

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SECTION 1

ATTACHMENT C – STARCOM21 SERVICES

1.1 OVERVIEW

Motorola Solutions' utilizes our ASTRO® 25 Services and various third party services to manage the Starcom21 fixed end network infrastructure equipment located at the network cores and RF sites as identified in the Starcom21 Site List held in the shared document repository.

These services do not include maintenance for mobile devices, portable devices, certain network backhaul equipment as specified in the Responsibility Matrix (located within the STARCOM21 shared document repository), or dispatch equipment.

The ASTRO 25 services consist of the following elements:

- Network Event Monitoring.
- On-site Infrastructure Support.
- Network Hardware Repair.
- Problem Management.
- Annual Preventive Maintenance.
- Remote Security Update Service.
- System Upgrade Agreement (SUA).
- Motorola Change Management.
- Service Delivery Management, including:
  - Performance Management and Reports.
- Managed Detection and Response - MDR

Each of these elements is summarized below and expanded upon in Sections 1.3 and 1.4. In the event of a conflict between the descriptions below and an individual subsection of Section 1.3 or 1.4, the individual subsection prevails.

To learn more about purchasing off of this contract or participation on the STARCOM21 System please go to the Illinois Department of Innovation and Technology STARCOM21 web page at: Doit.Illinois.Gov as the website.

1.2 STARCOM21 SERVICE DELIVERY TEAMS

Services are delivered through a tailored combination of local field service personnel, centralized teams equipped with a sophisticated service delivery platform, and product repair depots. These service entities will collaborate to swiftly analyze issues, accurately diagnose root causes, and promptly resolve issues.

1.2.1 Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations ("CMSO") organization, which includes the Managed Services Operation Center, the Service Desk, Operations Management personnel, and technical support teams. The CMSO is staffed 24x7x365 by experienced personnel, including service desk specialists, security analysts, and operations managers.

The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola Solutions, and third-party subcontractors. The Service Desk processes service requests, service fulfillment, service incidents, change requests, dispatching, and communicates with stakeholders in accordance with pre-defined response times.

All incoming transactions through the Service Desk are recorded, tracked, and updated through the Motorola Solutions Customer Relationship Management ("CRM") system. The Service Desk also documents Customer inquiries, requests, concerns, and related tickets.

The Service Desk does not fulfill software upgrades or Customer training and is only available for the Monitored Elements listed in Section 1.4.1.4: Monitored Elements.

The CMSO coordinates with the field service organization that will serve the Customer locally.

1.2.2 Field Service

Motorola Solutions authorized and qualified field service technicians perform on-site infrastructure support, field repair, and preventive maintenance tasks. These technicians are integrated with the Service Desk and with technical support teams and product engineering as required to resolve repair and maintenance requests.

1.2.3 Service Delivery Management Team

Service Delivery Management Team (SDMT) oversees the delivery of services or service technology to the Customer. This function establishes standard procedures to provide targeted service performance levels and to evaluate feedback from the Customer to develop quality improvement processes.

SDMT manages service process escalations or exceptions as needed in order to achieve the desired operational outcomes. SDMT will also coordinate service transitions as well as schedules between Motorola Solutions, centralized and field service teams, and the Customer.

SDMT will be the Customer's key point of contact for defining and administering services. The SDMT maintains a Customer Support Plan ("CSP") in collaboration with the State.

The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, incident handling instructions, and escalation paths for special issues. The CSP also defines the division of responsibilities between the Customer and Motorola Solutions so response protocols are pre-defined and well understood when the need arises. The Site Responsibility Matrix is the main information source to document the division of responsibilities.

The CSP governs how the services will be performed. The SDMT will review and amend the CSP on a mutually agreed cadence, so the CSP remains current.

1.2.4 Repair Depot

Motorola Solutions utilizes a central repair depot to process the repair of network equipment. All products sent to the depot are tracked throughout the repair process, from inbound shipment to return, through a case management system that enables the SDMT to see repair status. Customers may view the status of repair activity via the MyView Portal.

1.3 CUSTOMER OWNED EQUIPMENT SERVICE REQUIREMENTS

Customer owned equipment connected to the Starcom21 Motorola owned cores and RF equipment must have a separate service contract that includes:

1. System Upgrade Agreement

Utilizing System Upgrade Agreement (SUA), the ASTRO25 system is able to take advantage of new functionality and security features while extending the operational life of the system. Motorola Solutions continues to make advancements in on-premise and cloud technologies to bring value to our customers. Motorola will advise Customer of the schedule and timing for SUA migration no later than 12 months ahead of the migration. The SUA will be agreed to by the Customer and Motorola for any changes to customer owned equipment, with review and approval by the Starcom21 Advisory Subcommittee.

2. Security Update Service (SUS) or Remote Security Update Service (RSUS)

SUS: Motorola Solutions will test anti-virus, operating system, and other software patches to check their compatibility with ASTRO 25. Once tested, Motorola Solutions will post the updates to a secured extranet website and send an email notification to the Customer. If there are any recommended configuration changes, warnings, or workarounds, Motorola Solutions will provide detailed documentation along with the updates on the website. When tested updates have been posted, the Customer will need to download and install them. If the agency fails to download, install, and reboot the dispatch operator position, Motorola will be required to dispatch a technician. If this occurs, the Customer will be billed per the daily rate.

With Remote SUS (RSUS) Motorola Solutions will pre-test third-party security updates to verify they are compatible with the ASTRO 25 network, and remotely push the updates to the Customer's network.

3. Cybersecurity

Managed Detection and Response is performed by Motorola Solutions' Security Operations Center (SOC) using the ActiveEye℠ security platform. The SOC's cybersecurity analysts monitor for alerts 24x7x365. If a threat is detected, analysts will investigate and initiate an appropriate response.

SOC analysts rely on monitoring elements to detect signs of a potential threat impacting the STARCOM21 network and applicable Customer Enterprise Network (CEN) systems.

1.4 STARCOM21 NETWORK SERVICES

The following subsections describe how Motorola will service and maintain the Starcom 21 network comprised of Motorola owned fixed end network infrastructure equipment located at the network cores and RF sites.

1.4.1 Network Event Monitoring

Network Event Monitoring provides continuous real-time fault monitoring for Motorola owned fixed and network infrastructure equipment located at the network cores and RF sites. Motorola Solutions uses a defined set of tools to remotely monitor the Starcom21 ASTRO 25 radio network and characterize network events. When an actionable event takes place, it becomes an incident. Centralized Managed Support Operations ("CMSO") technologists acknowledge and assess these incidents and initiate a defined response.

1.4.1.1 Description of Service

With Network Event Monitoring, Motorola Solutions uses a Managed Services Suite of Tools ("MSST") to detect events 24/7 as they occur, analyze them, and escalate them to the Centralized Managed Support Operations (CMSO) team. Incidents will be generated automatically based on the criteria shown in Table 1-1.

Table 1-1: Alarm Threshold Rule Options for all Event Types

Standard Threshold
An incident will be triggered if an event fulfills one of the two following criteria: ▪ Event occurs 3 times in 30 minutes. ▪ Event causes 5 minutes of continuous downtime for a monitored component.

The CMSO agent assigns a priority level to an incident, then initiates a response in accordance with Starcom21 Customer Handling Procedure ("CHP"). Depending on the incident, Motorola Solutions' response may include continued monitoring for further incident development, remote remediation by technical support, dispatching a field service technician, or other actions Motorola Solutions determines necessary.

To prevent duplicate incidents from being generated by the same root cause, Motorola Solutions employs an auto triage process that groups related incidents. The auto triage process therefore automatically assigns grouped incidents to a field service technician, enabling the resolution of these incidents together if the root alarm has been addressed.

Motorola Solutions uses a set of standard templates to record key information on service process, defined actions, and points of contact for the Customer's service. In the event of an incident, Motorola Solutions and the Customer can reference these templates. When information is updated, it will be organized in four categories:

- Open – Motorola Solutions' points of contact for dispatch permissions, entitlement information, and knowledge management.
- Vendor – Escalation and contact information.
- Resolution – Incident closure information.
- Site Arrival – Site arrival and exit process information.

1.4.1.2 Scope

Network Event Monitoring is available 24 hours a day, 7 days a week. Incidents generated by the monitoring service will be handled in accordance with Section 1.4.8.2: Priority Level Definitions and Response Times.

1.4.1.3 Inclusions

Network Event Monitoring is available for the devices listed in Section 1.4.1.4: Monitored Elements.

Motorola Solutions Responsibilities

- Provide a dedicated network connection necessary for monitoring the Starcom21 communication network. If determined necessary by Motorola Solutions, provide Motorola Solutions-owned equipment at the Customer's premises for monitoring network elements. Monitor system continuously during hours designated in the Customer Support Plan ("CSP"), and in accordance with Section 1.4.8.2: Priority Level Definitions and Response Times.
- Remotely access the Starcom21 system to perform remote diagnosis.
- Create an incident, as necessary. Gather information to perform the following:
  - Characterize the issue.
  - Determine a plan of action.
  - Assign and track the incident to resolution.
- Maintain communication as needed with the Customer in the field until incident resolution.
  - Motorola will maintain a list of valid system users that receive notification of events.
  - Users may request addition to the notification list and Motorola will set the notification types for each user.
- Provide available information on incident resolution to the Customer.

Limitations and Exclusions

- The following activities are outside the scope of the Network Monitoring service:
  - Motorola Solutions will not monitor any elements outside of the Motorola owned fixed and network infrastructure equipment located at the network cores and RF sites, or monitor infrastructure provided by a third party, unless specifically stated. Monitored elements must be within the Motorola owned ASTRO 25 radio network and capable of sending alerts to the Unified Event Manager ("UEM").
  - Additional support charges above contracted service contract fees, per the Daily Rate Table identified in this contract (Attachment K), may apply if Motorola Solutions determines that system faults were caused by the Customer making changes to critical system parameters without written agreement from Motorola Solutions.

Customer Responsibilities

- Allow Motorola Solutions continuous remote access to enable the monitoring service.
- Per the Responsibility Matrix, provide continuous utility service to any Motorola Solutions equipment installed or used at the Customer's premises to support delivery of the service. The Customer agrees to take reasonable due care to secure the Motorola Solutions equipment from theft or damage while on the Customer's premises.
- Notify the CMSO when the Customer performs any activity that impacts the system. Activity that impacts the system may includebut is not limited to: installing software or

hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, and taking down part of the system to perform maintenance.

- Allow Motorola Solutions' field service technician access to equipment, including any connectivity or monitoring equipment, if remote service is not possible.
- Pay additional support charges above the contracted service contracts, per the Daily Rate Table identified in this contract (Attachment K), that may apply if it is determined that system faults were caused by the Customer making changes to critical system parameters without written agreement from Motorola Solutions.
- In the event that Motorola Solutions agrees in writing to provide supplemental monitoring for third-party elements provided by the Customer, the Customer agrees to obtain third party consents or licenses required to enable Motorola Solutions to provide the monitoring service.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide these services.
- Acknowledge that incidents will be handled in accordance with Section 1.4.8.2: Priority Level Definitions and Response Times.

1.4.1.4 Monitored Elements

This table identifies the elements that can be monitored by the service. The specific quantities of each element to be monitored on the Customer's system will be inventoried in the CHP.

Table 1-2: Monitored Elements

Monitored Elements		
Zone Core Network Elements		
Air Traffic Router (ATR)	Backup and Restore Server	Direct Attached Storage (DAS)
Core Router (RP 1–8)	Edge Router	Exit Routers 1–4
Domain Controller	Gateway Router #1	Gateway Router #2
Generic Application Server (GAS)	GGSN	IP Packet Capture (IPCAP)
ISGW Network Management Interface	IVD Packet Data Router	LAN Switch Network Management Interface
License Manager	Unified Event Manager (UEM) (NM Server)	Terminal Server
MOSCAD NFM RTU	Zone Controller	vCenter Server
TRAK (NTP Server)	Firewalls	Zone Database Server (NM Server)
Virtual Server Platform	NTP Server	Syslog Server
Zone Statistics Server (ZSS) (NM Server)	Authentication Server (AuC)	Generic Application Server (GAS)
NM Clients	Domain Controller	Unified Network Configurator Device Server
Virtual Center VM	Unified Network Configurator (UNC)	User Configuration Server (NM Server)

Monitored Elements		
Core Security Management Server (CSMS)	System Statistics Server (SSS) (NM Server)	
RF Site Network Elements		
Conventional Channel Gateway (CCGW)	Ethernet Switch	GCP 8000 Repeater Site Controller
GTR 8000 Repeater Base Radio	MOSCAD NFM RTU	
Site Router		
IP Multisite Subsystem Network Elements		
Conventional Channel Gateway (CCGW)	Ethernet Switch	GCM 8000 Comparator
GTR 8000 Base Radio -MS	GPB 8000 Reference Distribution Module (RDM)	MOSCAD NFM RTU
Remote Site Router	IP Simulcast Backhaul Switch	TRAK (NTP Server)
Site Router	GCP 8000 Simulcast Site Controller	
Access Router		
Core Backhaul Switch 1-2		
Core Backhaul Switch 1-2	HP Switches	Point-To-Point (PTP) network elements
Site Backhaul Switches	Microwave Radios	
CEN Network Elements		
Border Router		

1.4.2 On-site Infrastructure Support

Motorola Solutions' On-site Infrastructure Support service provides incident management and escalation for on-site technical service requests. The service is delivered by Motorola Solutions' Centralized Managed Support Operations ("CMSO") organization in cooperation with a local service provider.

1.4.2.1 Description of Service

The Motorola Solutions CMSO Service Desk will receive the Customer's request for on-site service.

The CMSO Dispatch Operations team is responsible for opening incidents, dispatching on-site resources, monitoring issue resolution, and escalating as needed to ensure strict compliance to committed response times. The dispatched field service technician will travel to the Customer's location to restore the system in accordance with Section 1.4.8.2: Priority Level Definitions and Response Times.

Motorola Solutions will manage incidents as described below. The CMSO Service Desk will maintain contact with the field service technician until incident closure.

1.4.2.2 Scope

On-site Infrastructure Support is available 24 hours a day, 7 days a week in accordance with Section 1.4.8.2: Priority Level Definitions and Response Times. Inclusions

On-site Infrastructure Support is provided for Motorola Solutions-provided infrastructure.

Motorola Solutions Responsibilities

- Receive service requests.
- Create an incident when service requests are received. Gather information to characterize the issue, determine a plan of action, and assign and track the incident to resolution.
- Dispatch a field service technician, as required by Motorola Solutions' standard procedures, and provide necessary incident information.
- Provide the required notification of personnel access that is relevant to the Customer, as needed.
- Motorola Solutions field service technician will perform the following on-site:
  - Run diagnostics on the infrastructure component.
  - Replace defective infrastructure component.
  - Provide materials, tools, documentation, physical planning manuals, diagnostic and test equipment, and any other material required to perform the maintenance service.
  - If a third-party vendor is needed to restore the system, Motorola and the third-party vendor will follow the predefined Customer Support Plan protocol for site access.
  - Update Customer that restoration is complete, or system is functional. If verification by the Customer cannot be completed within 20 minutes of restoration, the incident will be moved to deferred or resolved status and the field service technician will be released. Resolved status tickets will be closed if no customer confirmation is received within 72 hours.
  - Escalate the incident to the appropriate party upon expiration of a response time.
- Close the incident upon receiving notification from the Customer or Motorola Solutions field service technician, indicating the incident is resolved.
- Notify the Customer of incident status, as defined in the CSP.
  - Open and closed.
  - Open, assigned to the Motorola Solutions field service technician, arrival of the field service technician on-site, delayed, or closed.
- Provide incident activity reports to the Customer, if requested.

Customer Responsibilities

- Contact Motorola Solutions, as necessary, to request service.
- Provide the following information when initiating a service request:
  - Assigned system and/or Site ID number.
  - Problem description and site location.
  - Other pertinent information requested by Motorola Solutions to open an incident.
- Provide field service technicians with access to equipment 7x24x365.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide these services.

1.4.3 Network Hardware Repair with Advanced Replacement

Motorola Solutions will provide hardware repair for Motorola Solutions owned equipment and select third-party infrastructure equipment owned by Motorola Solutions. A Motorola Solutions authorized repair depot manages and performs the repair of Motorola Solutions supplied equipment, and coordinates equipment repair logistics.

1.4.3.1 Description of Service

Infrastructure components are repaired at Motorola Solutions-authorized Infrastructure Depot Operations ("IDO"). At Motorola Solutions' discretion, select third-party infrastructure may be sent to the original equipment manufacturer or third-party vendor for repair.

1.4.3.2 Scope

Repair authorizations are obtained by contacting the Centralized Managed Support Operations ("CMSO") organization Service Desk, which is available 24 hours a day, 7 days a week.

1.4.3.3 Advanced Replacement

Advanced Replacement is a repair exchange service for Motorola Solutions owned equipment and select third-party infrastructure components owned by Motorola Solutions. When available, Motorola Solutions will provide advanced replacement units or Field Replacement Units ("FRU") in exchange for the malfunctioning equipment. A Motorola Solutions-authorized repair depot will evaluate and repair malfunctioning equipmentand add that equipment to the depot's FRU inventory after completing repairs.

1.4.4 Problem Management

1.4.4.1 Description of Service

Problem Management ("Problem Management") means incorporating standardized processes to minimize the reoccurrence and impact of repetitive network incidents by identifying and diagnosing recurring problems, working to find the root cause of those problems, and determining the steps necessary to resolve the problems and associated incidents.

1.4.4.2 Scope

Motorola Solutions applies Problem Management processes if the Customer requests a problem investigation by opening an Incident through the Motorola CMSO.

Problem Management includes the following tasks:

- Problem Identification: Data is evaluated to determine if a problem is impacting the system.
- Data Collection and Correlation, and Root Cause Analysis: Determine and isolate the cause of the detected problem.

- Service Restoration: Develop a solution to resolve the problem. A workaround may be implemented until a solution has been developed. Work around solutions will be reported to the Advisory Subcommittee monthly.

1.4.4.3 Inclusions

Motorola Solutions provides Problem Management service for network elements listed in Section 1.4.1.4: Monitored Elements.

Motorola Solutions Responsibilities

- Assign a designated Motorola Solutions point of contact to coordinate and communicate with the Customer on Problem Management.
- Monitor system performance for recurring events that have a negative impact.
- When requested, initiate problem investigations on behalf of the Customer or field service provider.
- If a problem is identified, perform a root cause analysis to identify the probable cause for the problem. Activities include collecting, analyzing, and correlating data to determine and isolate the cause.
- Communicate Problem Management activities to the Customer and notify the Customer of identified workarounds or permanent fixes.
- Perform tasks to restore service. Motorola Solutions may deploy a workaround while preparing a permanent fix.

Limitations and Exclusions

- Requests for root cause analysis or consultation for incidents related to any network elements not listed in Section 1.4.1.4: Monitored Elements.
- Service improvement activities covered under other Motorola Solutions provided services.

Customer Responsibilities

- Request problem investigations, when applicable.
- Provide Motorola Solutions with timely information when requested.

1.4.5 Annual Preventive Maintenance

Motorola Solutions, or authorized Service Partner, personnel will perform a series of maintenance tasks to keep network equipment functioning correctly. Unless otherwise contracted, Motorola Solutions is not responsible for providing this service on Customer owned equipment and infrastructure.

1.4.5.1 Description of Service

Annual Preventative Maintenance provides annual operational tests on the Starcom21 Motorola Solutions owned infrastructure equipment to monitor its conformance to specifications.

1.4.5.2 Scope

Annual Preventive Maintenance will be performed during standard business hours in coordination with the customer, unless otherwise agreed to in writing. After the service

starts, if the system or Customer requirements dictate that the service must occur outside of standard business hours, an additional quote may be provided. The Customer is responsible for any charges associated with unusual access requirements or expenses.

Motorola Solutions Responsibilities

- Notify the Customer of any planned system downtime needed to perform this service.
- Maintain communication with the Customer as needed until completion of the Annual Preventive Maintenance.
- Determine, in its sole discretion, when an incident requires more than the Annual Preventive Maintenance services described in this Agreementand notify the Customer of an alternative course of action.
- Coordinate with Customer to schedule planned downtime needed for the Customer to perform this service on Customer owned equipment and infrastructure.
- Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance services.
- Motorola authorized field service technician will perform the following on-site:
  - Perform the tasks defined in Section 1.4.5.3: Preventive Maintenance Tasks.
  - Perform the procedures defined in Section 1.4.5.4: Site Performance Evaluation Procedures for each site type on the system.
  - Provide diagnostic and test equipment necessary to perform the Preventive Maintenance service.
  - As applicable, use the Method of Procedure defined for each task.
- Prepare Annual Preventive Maintenance reports, by site. Reports for the current Annual PM year will be archived on the STARCOM21 online repository.

Limitations and Exclusions

The following activities are outside the scope of the Annual Preventive Maintenance service.

- Preventive maintenance for third-party equipment not owned by Motorola Solutions as documented in the Site Responsibility Matrix.
- Network transport link performance verification. In lieu of this limitation, individual site network transport link performance data shall be provided upon request of the Advisory Subcommittee.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.
- Tower climbs, tower mapping analysis, or tower structure analysis.

Customer Responsibilities

- Provide preferred schedule for Annual Preventative Maintenance to Motorola Solutions.
- Authorize and acknowledge any scheduled system downtime.
- Coordinate with Motorola to schedule planned downtime needed for the Customer to perform this service on Customer owned equipment and infrastructure.
- Submit timely changes in any information supplied in the CSP to the Customer Support Manager (“CSM”).
- Provide site escorts, if required, in a timely manner.
- Provide Motorola Solutions with requirements necessary for access to secure facilities.
- In the event that Motorola Solutions agrees in writing to provide supplemental Annual Preventive Maintenance to third-party elements provided by Customer, the Customer agrees to obtain any third-party consents or licenses required to enable Motorola Solutions field service technician to access the sites to provide the service.

- Unless contracted otherwise, perform Annual Preventative Maintenance and annual operational tests, as detailed in this Agreement, on Customer owned equipment and infrastructure equipment that is utilized to support the Starcom21 network. Motorola can provide a quote to perform Annual Preventative Maintenance and annual operational tests.

1.4.5.3 Preventive Maintenance Tasks

The Preventive Maintenance service includes the tasks listed in this section. Tasks will be performed based on the level of service noted in Sections 1.4.5.3 and 1.4.5.4.

PRIME SITE CHECKLIST	
Switches	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Routers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Miscellaneous Equipment	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Site Frequency Standard Check (Timing Reference Unit)	Check LEDs for proper operation.
Site Controllers	
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Comparators	
Equipment Alarms	Verify no warning/alarm indicators.

PRIME SITE CHECKLIST	
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.

RF SITE CHECKLIST	
RF PM Checklist	
Equipment Alarms	Verify no warning or alarm indicators.
Clean Fans and Equipment	Use an antistatic vacuum to clean cooling pathways.
Site Frequency Standard Check	Check LEDs for proper operation.
Basic Voice Call Check	Voice test each voice path, radio to radio.
Trunking Control Channel Redundancy	Roll control channel, test, and roll back.
PM Optimization Workbook (See Section 1.6.5.8: Site Performance Evaluation Procedures for GTR tests)	Complete Base Station Evaluation tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, and Gen Level Desense no TX. Update station logs.

MOSCAD CHECKLIST	
MOSCAD Server	
Equipment Alarms	Verify no warning or alarm indicators.
MOSCAD Client	
Equipment Alarms	Verify no warning or alarm indicators.
MOSCAD RTU's	
Equipment Alarms	Verify no warning or alarm indicators.
Verify Connectivity	Verify connectivity

FACILITIES CHECKLIST	
Visual Inspection Exterior	
Exterior of Building	Check exterior of building for damage and disrepair.
Fences / Gates	Check fences and gates for damage and disrepair.
Landscape / Access Road	Check landscape and access road for accessibility.
Visual Inspection Interior	
Electrical Surge Protectors	Check electrical surge protectors for alarms.

FACILITIES CHECKLIST	
Emergency Lighting	Verify emergency lighting operation.
Indoor Lighting	Verify indoor lighting.
Equipment Inspection	Visually inspect that all hardware, including equipment, cables, panels, batteries, and racks, is in acceptable physical condition for normal operation.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Interior space and equipment/panel access	Inspect site interior for un-used equipment, boxesor debris blocking equipment or service panel access.
UPS	
Visual inspection (condition, cabling)	Check for damage, corrosion, physical connections, dirt and dust, and error indications.
Rollover and Rollback of UPS and Generator	Verify automatic switch to backup power when main power fails.
Battery voltage checks	Verify, check and measure battery voltages.
Generator	
Visual Inspection	Check panel housing for cracks, rust, and weathering. Check physical connections for corrosion, dirt and dust, or other abnormal conditions.
Fuel	Verify fuel levels in backup generators, document date of last fuel delivered from fuel service provider.
Oil	Check the oil dipstick for proper level. Note condition of oil.
Verify operation (no switchover)	Verify generator running and check ease or difficulty of start. Is generator "throttling" or running smooth? Any loud unusual noise? Document any concerns or abnormal conditions.
Motorized Dampers	Check operation
Verify rollover and rollback	Verify automatic switch to backup power when main power fails.
HVAC	
Air Filter	Check air filter and recommend replacement if required.
Coils	Check coils for dirt and straightness.
Outdoor Unit	Check that outdoor unit is unobstructed.
Wiring	Check wiring for insect and rodent damage.

FACILITIES CHECKLIST	
Cooling / Heating	Check each HVAC unit for cooling/heating.
Motorized Dampers	Check operation.

1.4.5.4 Site Performance Evaluation Procedures

The Preventive Maintenance service includes the site performance evaluation procedures listed in this section.

ASTRO 25 GTR ESS SITE PERFORMANCE
Antennas
Transmit Antenna Data
Receive Antenna System Data
Tower Top Amplifier Data
FDMA Mode
Base Radio Transmitter Tests
Base Radio Receiver Tests
Base Radio Transmit RFDS Tests
Receive RFDS Tests with TTA (if applicable)
Receive RFDS Tests without TTA (if applicable)
TDMA Mode
Base Radio TDMA Transmitter Tests
Base Radio TDMA Receiver Tests
TDMA Transmit RFDS Tests
TDMA Receive RFDS Tests with 432 Diversity TTA
TDMA Receive RFDS Tests with 2 Independent TTA's (if applicable)
TDMA Receive RFDS Tests without TTA (if applicable)

1.4.6 Remote Security Update Service

Motorola Solutions' ASTRO 25 Remote Security Update Service ("RSUS") provides pretested security updates, minimizing cyber risk and software conflicts. These security updates contain operating system security patches and antivirus definitions that have been validated for compatibility with ASTRO 25 systems. Motorola Solutions will remotely deliver tested security updates to the Starcom21 infrastructure network.

The infrastructure not owned by Motorola Solutions is not covered under this service. This service is required under a separate contract to support Customer owned equipment.

The ASTRO 25 Security Update Service (“SUS”) and Network Event Monitoring service are prerequisites for RSUS.

1.4.6.1 Description of Service

Motorola Solutions remotely installs pretested security updates on the applicable and eligible Starcom21 ASTRO system components owned by Motorola. Motorola Solutions tests security updates for compatibility with ASTRO 25 in a dedicated information assurance lab.

Remote Update Requirements

An always on, reliable connection is required to enable this service with Internet bandwidth of 20 Mbps or higher, provided by Motorola as part of the Network Monitoring Service. Additional hardware (such as a secure router) may be provided by Motorola to deliver the services, if needed.

1.4.6.2 Scope

RSUS includes pretested security updates for the software listed in Table 1-3: Update Cadence. This table also describes the release cadence for security updates.

Table 1-3: Update Cadence

Software	Update Release Cadence
Antivirus Definition Files	Monthly
Microsoft Windows	Monthly
Microsoft Windows SQL Server	Quarterly
Microsoft Windows third party (Adobe Reader)	Monthly
Red Hat Linux (RHEL)	Quarterly
VMWare ESXi Hypervisor	Quarterly
McAfee Patch(es)	Quarterly
Dot Hill DAS Firmware	Quarterly
HP SPP Firmware	Quarterly

Motorola Solutions installs security updates during normal business hours. Normal business hours are defined as 8 a.m. to 5 p.m. Central Standard Time on Monday through Friday, excluding State Holidays. The Customer may submit a formal request that Motorola Solutions personnel work outside of these hours. The Customer may need to pay additional costs for work to be completed outside of normal business hours.

Motorola Solutions will provide an Impact Timeline (“ITL”) to show installation tasks scheduled during normal business hours, including preparation work and the transfer of security updates to local storage or memory. Server and workstation reboots or zone controller rollover will be initiated at the times shared in the ITL.

Intrusive security updates require Customer coordination, may require hardware reboots and zone controller rolling (switching from one zone controller to the other) to fully implement. Systems with redundant zone controllers have low downtime (minutes) as the zone controllers are rolled. While rolling the zone controllers, the system will operate in “Site

trunking" mode. The Customer will need to be aware of these operational impacts, and coordinate events with users.

1.4.6.3 Inclusions

Motorola Solutions reserves the right to determine which releases are supported as business conditions dictate. Additional charges at the Daily Rate (Attachment K) may apply in the event of supporting older releases.

Motorola Solutions Responsibilities

- Remotely deploy patches listed in table 1-3. Patches will be installed on the cadence described in that section.
  - Scope, coordinate and communicate with the Customer when installing updates that will require server reboots, workstation reboots, or both.
  - Install non-intrusive updates, like antivirus definitions, as released without coordination.

Limitations and Exclusions

- Systems with non-standard configurations that have not been certified by Motorola Solutions' Systems Integration and Test ("SIT") team are specifically excluded from this service, unless otherwise agreed in writing by Motorola Solutions.
  Typical examples of non-standard configurations may include, but are not limited to:
  - WAN/LAN extensions to support remote console positions
  - Devices located on the customer side of the CEN
- Interim or unplanned releases outside the supported release cadence.
- Service does not include pretested Intrusion Detection System ("IDS") signature updates for IDS solutions. However, select vendor IDS signature updates are made available via the secure website. The available vendors may change pursuant to Motorola Solutions' business decisions. Motorola is responsible for complying with all IDS licensing requirements and fees, if any.
- This service does not include releases for Motorola Solutions products that are not ASTRO 25. The following are examples of excluded products: WAVE PTX™, Critical Connect, and VESTA® solutions.
- Motorola Solutions product (hardware/software) updates are not included in the SUS/RSUS services.
- Shared network infrastructure firmware, such as transport and firewall firmware are not included in these services.
- This service excludes the delivery of Motorola Solutions Technical Notifications to the customer system.
- Motorola Solutions does not represent that it will identify, fully recognize, discover, or resolve all security events or threats, system vulnerabilities, malicious codes or data, backdoors, or other system threats or incompatibilities as part of the service, or that the agreed upon cadence/time of delivery will be sufficient to identify, mitigate or prevent any cyber incident.

Customer Responsibilities

- Refrain from unknowingly making uncertified changes to the ASTRO 25 system. Consult with Motorola Solutions before making changes to the ASTRO 25 system.
- Be aware of the operational impacts of RSUS update installation and coordinate the update process with users.

- Coordinate any maintenance or other updates that are not part of RSUS with Motorola Solutions to minimize downtime and redundant efforts.

1.4.6.4 Disclaimer

This service tests OEM security updates. Delivering security updates for specific software depends on OEM support for that software. If an OEM removes support (e.g. end-of-life) from deployed software, Motorola Solutions may work with the OEM to reduce the impact, but may remove support for the affected software from this service without notice.

OEMs determine security update schedules, supportability, or release availability without consultation from Motorola Solutions. Motorola Solutions will obtain and test security updates when they are made available and incorporate those security updates into the next appropriate release.

All security updates are important. This service is intended to balance the security and compatibility of tested updates with agreed upon time/cadence of delivery.

Motorola Solutions disclaims any warranty with respect to pretested database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other third-party files, express or implied. Further, Motorola Solutions disclaims any warranty concerning non-Motorola Solutions software and does not guarantee Customers' systems will be error-free or immune to security breaches as a result of these services.

1.4.7 Motorola Change Management

1.4.7.1 Description of Service

Motorola Solutions' service tools, processes, and procedures handle changes to the network in accordance with the urgency and criticality of those changes, while minimizing impact on the Customer's operations. The Motorola Solutions CMSO acts as the central point of contact for Motorola Change Management, managing changes through the dedicated Motorola Change Management module of Motorola Solutions' service management suite. This tool guides the process to complete changes tasks accurately and within agreed timeframes.

1.4.7.2 Scope

Motorola Solutions implements the Motorola Change Management process any time a change needs to be implemented to add, modify, remove, alter, or reconfigure managed elements within the Customer's network. A list of Managed Elements is included in Section 1.5: Managed Network Elements. All State Change Requests and implementations of the Motorola Change Management process are subject to internal State approvals and the requirements and limitations of applicable laws and regulations, including but not limited to the Illinois Criminal Code (720 ILCS 5/33E-9) and the Illinois Procurement Code (30 ILCS 500).

The Motorola Change Management process will include at a minimum, the following tasks:

- **Record Change Requests**– Record requested change in Motorola Solutions' integrated service tools.
- **Validate Change Requests** – Review requested change with the change requester or other relevant individuals.
- **Assess Change Requests** – Classify change impact and urgency. Follow up as needed with relevant individuals to verify change priority.
- **Obtain Authorization for Change Requests** – Review change with relevant stakeholders authorized to approve their implementation.
- **Coordinate Change Implementation**– Coordinate and schedule with technical teams to implement approved change.
- **Review and Close Change Requests** – Determine that required change tasks have been completed, follow up on any additional activities necessary to complete the change process.

1.4.7.3 Inclusions

Motorola Solutions provides Problem Management service for network elements listed in Section 1.5: Managed Network Elements.

Motorola Solutions Responsibilities

- Create a Motorola Change Management Plan with the Customer.
- Assign a designated Motorola Solutions Change Manager.
- Receive Change Requests through the Service Desk or as otherwise indicated by the Motorola Change Management Plan.
- Categorize and route Change Requests.
- Validate Change Requests through appropriate Customer agreed on policies.
- Review Change Request details and complete risk analysis.
- Approve Change Requests and schedule and coordinate implementation of approved Change Requests.
- Verify and closeout the Change Request when implementation is complete.

Customer Responsibilities

- Provide a list of the Customer's Motorola Change Management contacts.
- Coordinate with Motorola Solutions to define the Motorola Change Management Plan.

1.4.8 Service Delivery Management

The following subsections describe how Service Delivery Management will be performed.

1.4.8.1 Performance Management

Description of Service

With Performance Management, Motorola Solutions applies standardized reporting methods to track the performance of the Customer's network, so performance can be maintained at the levels described in Section 3 – Attachment E Service Level Agreement. Data is automatically collected from network elements and collated for review as an aggregate. This review provides a detailed understanding of system health and indicates if maintenance or improvements are needed. Trend analysis, performed as part of this service, can indicate capacity, availability, or reliability issues before they significantly affect services.

Performance Management supports overall network performance evaluation. This process includes the creation, and distribution of required reports. Performance Management also details how effectively the network performs in accordance with Section 3 – Attachment E Service Level Agreement.

Scope

Motorola Solutions will create the performance reports listed in Table 1-4.

Table 1-4: Performance Reports

Report Category	Reports Available
Grade of Service.	▪ Busy Time by Site. ▪ Busy Time by Busiest Day. ▪ Site GOS. ▪ GOS Detailed.
Link Statistics.	▪ Jitter. ▪ Packet Loss. ▪ Maxm and Minm Round Trip Delay. ▪ Average Round Trip Delay. ▪ Packet Loss Deviation by Day. ▪ Jitter Deviation by Day. ▪ IP Round Trip Delay by Day. ▪ Maxm and Minm Round Trip Delay by Day.
Availability.	▪ Availability by System and Zone. ▪ Availability - 9's Value. ▪ Availability - 9's Per Site. ▪ Availability - DT Trend. ▪ System Availability ▪ Zone Availability ▪ Site Availability
Talktime by Talkgroup.	▪ Talktime Usage. ▪ Sites by Talkgroup. ▪ Talktime Usage Per Site.
Working Busy Statistics.	▪ Busy Call Stats. ▪ Busy Call Duration Stats. ▪ Busy Data.
Illegal Carrier.	▪ Site Illegal Carriers. ▪ Site Illegal Carriers - by Day. ▪ Subsite Illegal Carriers. ▪ Subsite Illegal Carriers - by Day. ▪ Illegal Carriers Trend - by Site. ▪ Illegal Carriers Trend - by Subsite.
Subscriber Rejects.	▪ Rejects Zone by Site, by Type. ▪ Rejects Detailed. ▪ Rejects by Site Trend.
Daily Availability.	▪ Daily Availability.
Daily Utilization and Busies.	▪ Daily Utilization. ▪ Hourly Utilization Trend. ▪ Hourly PTTs Talktime. ▪ PTTs Busy Monthly.

Report Category	Reports Available
Ad Hoc Reports (Upon Request)	▪ Zone Activity Report ▪ Site Activity Report ▪ Shared Services Report - ▪ Site Channel Activity Report ▪ Group Activity Report - ▪ Individual Radio Summary Report ▪ Transaction Summary Report ▪ System Supervisory Reports ▪ A customized report to log System availability on a per Zone basis, showing all events including the duration of each event, and the accumulated total time over one year for all failures.

Motorola Solutions Responsibilities

- Assign the Service Delivery Management Team for reporting purposes.
- Provide the performance reports, or a mutually agreed on sub-set of reports. Reports will be provided via the STARCOM21 online repository.
- Communicate any recommended network changes that may improve performance to the Advisory Subcommittee, and coordinate to implement any changes agreed to by Motorola Solutions and the Advisory Subcommittee.

Customer Responsibilities

- When necessary, perform corrective actions identified by Motorola Solutions as outside of Motorola Solutions scope.

1.4.8.2 Priority Level Definitions and Response Times

Table 1-5 describes the criteria Motorola Solutions uses to prioritize incidents and service requests and lists the response times for those priority levels.

Table 1-5: Priority Level Definitions and Response Times

Incident Priority	Incident Definition	Initial Response Time	On-site Response Time
Critical P1	Core: Core server or core link failure. No redundant server or link available. Sites/Subsites: Primary site down. More than 10% of RF sites down. Security Features: Security is non-functional or degraded. Alarm Events: Door, motion, intrusion, power failure, or environmental alarms triggered.	Response provided 24/7 until service restoration. Technical resource will acknowledge incident and respond within 15 minutes of CMSO logging incident.	Response provided 24/7 until service restoration. Field service technician arrival on-site within 2 hours of receiving dispatch notification.

Incident Priority	Incident Definition	Initial Response Time	On-site Response Time
High P2	Core: Core server or link failures. Redundant server or link available. Sites/Subsites: Single RF site down. Network Elements: Site router, or site switch down. No redundant networking element available.	Response provided 24/7 until service restoration. Technical resource will acknowledge incident and respond within 30 minutes of CMSO logging incident.	Response provided 24/7 until service restoration. Field service technician arrival on-site within 4 hours of receiving dispatch notification.
Medium P3	Network Elements: Site router or site switch down. Redundant networking element available.	Response provided during normal business hours until service restoration. Technical resource will acknowledge incident and respond within 1 hour of CMSO logging incident.	Response provided during normal business hours until service restoration. Field service technician arrival on-site within 8 hours of receiving dispatch notification.
Low P4	Service Requests: Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).	Response provided during normal business hours. Motorola Solutions will acknowledge and respond within 1 Business Day.	Not applicable.

Motorola Solutions' response times for System faults shall be contingent only upon the follow conditions:

- Motorola Solutions has key access to all State-owned resources employed by Motorola Solutions to support the System. The State reserves the right to refuse access to any State property by any employee. Under no circumstances shall an employee or sub-contractor of Motorola Solutions be allowed access to any State property, unsupervised by a State and/or an approved Motorola Solutions employee until submitting to and successfully completing a background check as more fully described in § 4.15 of the Contract.
- Motorola Solutions shall be able to have access to the portion of the System being affected by the fault for the duration of the fault established by the severity codeas defined herein.
- Circumstances beyond Motorola Solutions' reasonable control such as civil unrest, or other activities described in § 4.7 of the Contract that prevent Motorola Solutions staff from being dispatched to, and completing service on, a particular System fault.

Recognizing the critical nature of the System for public safety operations, should Motorola Solutions fail to act and/or remedy any System fault affecting the critical operation of the STARCOM21 System within the response and repair times and conditions, set forth above, the State may, at its own option, and with prior notification and in coordination with Motorola Solutions, dispatch its own or third-party, appropriately trained and experienced, service

staff to isolate and affect repairs. Should it elect to exercise this option under these circumstances, the State will be entitled to recover from Motorola Solutions, through a reduction any Monthly Access Fee, any actual labor and costs incurred.

SECTION 2

ATTACHMENT D - LIFECYCLE MANAGEMENT

2.1 STARCOM21 NETWORK LIFECYCLE UPDATES

2.1.1 Description of Service

The STARCOM21 Network Lifecycle Updates periodically provides updates to system software and cloud platforms, with associated implementation services and hardware changes, to keep the overall Motorola owned ASTRO 25 system in a supportable state for maintenance, repair, overall network health, and security.

System release updates, when executed, will provide an equivalent level of functionality as the currently deployed system. At Motorola Solutions' option, new system releases may introduce new features or enhancements. Motorola Solutions reserves the right to offer certain new features or services as options for purchase. These new features, available separately for purchase, are not part of the Network Lifecycle Updates.

Motorola reserves the right to migrate the STARCOM21 system technologies to most current technology to assure the system capabilities, performance, and supportability. Feature enhancements may also require upgrades to Customer equipment. Motorola's scope under this Contract specifically excludes the cost or functionality of User equipment upgrades. Motorola will notify affected Customer two years in advance of all required equipment changes due to upgrades. Motorola will deliver an annual product and service lifecycle roadmap overview update at the STARCOM Advisory Subcommittee meeting. Motorola will present a detailed outline and documentation of the roadmap of technology upgrades and impact to end user equipment. Motorola will not migrate the system without advanced notice to the end users.

If Motorola implements cloud services within the STARCOM21 System, Motorola Solutions agrees to provide continuous updates to the cloud core to enable the delivery of additional functionality as it may be available.

Exclusions:

- Support for Customer provided connectivity to the cloud platform is not covered under this contract.
- ASTRO 25 System Upgrade Agreement does not cover any hardware or software purchased directly from a third party by the Customer, unless specifically included in this Agreement.
- The System Upgrade Agreement excludes repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola Solutions has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or worldwide web, or for hardware malfunction caused by the transmission medium.

SECTION 3

ATTACHMENT E - SERVICE LEVEL AGREEMENT

This **Attachment E - Service Level Agreement (SLA)** is attached to and made a part of the STARCOM21 Contract**.** No modification, amendment or waiver of any provision of this Attachment shall be effective unless approved in writing by each of the Parties hereto. Capitalized terms not otherwise defined in this **Attachment E – Service Level Agreement** shall have the meanings given to such terms elsewhere in the Contract.

Any credits assessed in favor of the State for Motorola Solutions' non-performance under **Attachment E - Service Level Agreement** will be waived by the State should the State be in material breach as determined by a court of competent jurisdiction of its financial obligations under the terms of this Contract. The Notice requirement within this **Attachment E - Service Level Agreement** shall be within 60 days of an issue or the presentation of any report

During the execution of the collaborative mechanism Motorola Solutions will agree to issue a State User fee invoice credit of $863 per month for every month the Communication Center Transport at the site is out of compliance starting on the next monthly invoice. The credit will continue for a total of 6 months or until such time the Communication Center Transport availability requirement is met, whichever is less. If the Communication Center Transport availability requirements are not met as a result of the actions taken, the State has the option to exercise its default and termination rights in the manner provided in Attachment C. Additional exclusions to the availability commitment may be allowed if User owned and maintained resources fail when they are utilized as part of the Communication Center backhaul solution or during Force Majeure events.

Planned Outages such as maintenance and upgrades will not count as down time. A planned outage is defined as an outage where Motorola Solutions is able to give the State advanced notice of an outage and the maintenance window does not exceed what was predicted. If a planned outage exceeds the time that was predicted Motorola Solutions and the State will discuss the outage and the group will then determine how to categorize the outage as a result.

Service Level Agreement requirements: Motorola Solutions shall provide continuous commercially reasonable efforts to restore any system components affected by occurrences outside Motorola’s control.

3.1 GRADE OF SERVICE

The State will review the Grade of Service (G.O.S.) reports provided by Motorola Solutions every month. If there is a G.O.S. concern the State will review the previous 12 months of G.O.S. data to determine if the requirement has been met for the year and provide Notice of said concern. If the Parties find that Motorola Solutions has failed to meet the aggregate G.O.S. requirement described below in Section 3.2 Coverage at any site during any two (2) consecutive months, or during any three (3) non-consecutive months within a twelve (12)

consecutive-month period, Motorola Solutions shall instal.l and commission the necessary number of additional working channels, to the extent permitted by available frequencies licensed to the State and/or other System Users by the FCC, at those sites where traffic blocking is occurring to bring the service level into compliance. Motorola Solutions shall take this action at no additional cost to the State within a specified timeframe agreed to by the Parties. If additional channels cannot be added to the affected site due to structural, legal, technical or space issues, the Parties agree to discuss an alternate mitigation plan. Should Motorola fail to perform the agreed to mitigation plan, the State may immediately institute the collaborative mechanism described in **Attachment I, Section 7.1.1.1.** During the execution of the collaborative mechanism Motorola Solutions will agree to issue a State User fee invoice credit of $2,934 per month for each non-compliant site for every month the G.O.S. requirement is not met starting on the next monthly invoice. The invoice credits will be distributed proportionally to those radio ID's operating on the sites impacted by the degraded service. The credit will continue for a total of six **(6)** months or until such time the G.O.S. requirement is met, whichever is less. If the G.O.S. requirements are not met the State may exercise its termination rights in the manner provided in **Attachment J**. If Motorola Solutions fails to meet the G.O.S. requirement set forth in this Contract and such failure is due solely to the State's refusal or inability to provide frequencies that are licensed to the State or the lack of available frequencies licensed to other System Users and contemplated under this Contract, then the State may not exercise its termination rights in connection with such failure by Motorola.

Special events and emergency situations that result in isolated, large increases in radio traffic will be excused from the Grade of Service SLA. A G.O.S. exception is further defined as any event where the traffic, on a given site, rises to more than 200% the normal average traffic during one or more hours and causes the site to exceed contractual G.O.S. as defined below in Section 3.2 Coverage**.**

3.2 COVERAGE

The State shall notify Motorola if in the State's opinion Motorola has failed to meet the individual Coverage requirements and terms as describedin Section 3.2.1. the complaint shall be deemed qualified, and the State may immediately institute the collaborative mechanism described in Attachment I, Section 7.1.1.1. Only after the collaborative mechanism has failed will Motorola Solutions agree to issue a State User fee invoice credit of $2,934 per month for each qualified complaint for every month the Coverage requirement in question is not met starting on the next monthly invoice. The credit will continue for a total of 6 months or until such time the Coverage requirement is met, whichever is less. If the Coverage requirement in question is not met the State has the option to exercise its termination rights in the manner provided in Attachment C.

Motorola Solutions shall operate, maintain and enhance the STARCOM21 System to provide a consistent level of working voice channel resources to State Agency all Users on the public safety side. Motorola Solutions shall guarantee a Grade of Service equal to or better than 5% (P = .05), site-by-site, to all Agency Users. "Grade of Service" shall mean the percentage of calls in the System which cannot be completed immediately (i.e., calls that are blocked and receive a busy indication) during the System Busy Hour (within a twenty four (24) hour interval, the hour with the highest average traffic load, averaged over all of the days in a calendar month). Motorola Solutions shall guarantee this Grade of Service for the Contract Term.

Motorola Solutions assumes full responsibility for the equal to or better than 5% Grade of Service requirement and shall guarantee this level of service in this Contract. Should Motorola have difficulty providing this guaranteed level of service the State will consider options presented by Motorola provided they are within this limit allowable by the FCC and/or prevailing NPSPAC RCRC authority.

Radio traffic and queuing/busy times shall be recorded by the System's assorted management and control platforms. Motorola Solutions shall accumulate and reduce this data on a monthly basis to calculate the aggregate Grade of Service experienced by all Users, on site-by-site basis. This Grade of Service calculation, and all data reduction, shall be submitted to the State monthly. Motorola Solutions inability to meet the Grade of Service requirements as described above or to properly investigate and resolve multiple day and/or multiple occurrence Grade of Service complaints from System Users, enables the State, at its option, to invoke its remedies as provided in Attachment SLA.

3.2.1 Coverage Requirements

A. System Coverage: Motorola Solutions shall meet the coverage specifications contained within this Attachment C for the STARCOM21 System including the following specifications:

1) Starcom21 provides mobile based coverage through a constellation of sites. Enhancements and system coverage will be documented and shared on the Starcom21 online repository using google earth kmz files, or mutually agreed upon format.

2) Motorola Solutions shall fully maintain and optimize all RF sites to FCC specifications for the Motorola Solutions' provided equipment.

3) All Customers shall benefit from the added coverage provided by the additional sites added per the Section 4.2.3: Infrastructure Expansion of this contract. Motorola Solutions may make alterations to the coverage of any sites that are added by the additional Infrastructure Expansion provision. Motorola shall notify the State and the Advisory Subcommittee of these potential or planned changes a minimum of 90 days ahead of the planned change date.

4) Motorola Solutions shall be responsible for the correct operation of all RF sites and all the equipment installed and/or maintained by Motorola Solutions used to provide coverage to the users of the system. The sites shall transmit the correct effective radiated power in the correct azimuth and elevation, with the correct antenna pattern. The receiver shall process received signals as tested from a working Motorola Solutions' manufactured subscriber unit within the site's coverage area from the correct azimuth and elevation with the correct antenna pattern. This equipment includes, but is not limited to:

a) Antennas and antenna systems, including the original radiation pattern of the antenna(s) as produced by the manufacturer, tower top pre-amplifiers, splitters, transmission lines, connectors, grounding, and all other antenna system components at the sites. Motorola shall be responsible for ensuring that their antenna patterns are not disrupted or degraded by other equipment on the tower. Motorola Solutions agrees to work with tower owners to mitigate any disruption or degradation of antenna patterns by other equipment on the

tower(s). Motorola Solutions shall not change the radiation pattern of any antenna on the RF sites without the permission of the STARCOM21 Advisory Subcommittee and/or its designee and any required FCC modifications as needed.

5) Upon notification via the CMSO incident notification process that Users are experiencing poor coverage in areas that should be receiving coverage, Motorola Solutions shall fully investigate the issue, cure any and all equipment related deficiencies in the STARCOM21 system that may be causing the coverage issue. After the issue has been cleared, Motorola Solutions will verify the resolution of the problem.

6) In the event that Motorola Solutions, through their efforts to identify and cure the coverage deficiency, finds that coverage is being impaired by any outside condition(s) over which Motorola Solutions has no control, Motorola Solutions shall notify the State and license owner of the condition(s). Motorola Solutions shall demonstrate to the State and license owner a reasonable effort of sound engineering studies and field testing, provide a report of the findings and provide recommended course of action. Motorola Solutions shall provide its commercially reasonable best effort and assist the license owner to find a solution to the condition(s). If the source of any issue is found to be caused by RF interference or outside interference of any kind, Motorola Solutions will turn said issue over to the license owner for resolution and will offer assistance as needed. Conditions that would be outside Motorola Solutions' control may include, but are not limited to:

   a) Interference from outside sources, including Broadcast radio stations, Television stations, radio frequency emitters operating outside of FCC rules and regulations.

   b) Interference from radio systems owned and operated by other entities, public and private companies.

   c) Construction of buildings, structures, landfills, quarries, or any other type of new obstruction that affects coverage.

   d) Unusual propagation conditions such as atmospheric ducting and similar conditions.

   e) Significant changes to foliage that affects coverage.

7) Optimization. Motorola Solutions will perform annual preventive maintenance checks on all sites within the network and shall provide an annual summary report to the State Starcom21 Advisory Subcommittee or it’s designee. Motorola will archive the annual summary report(s) on the Starcom21 document repository.

8) Adding sites to the baseline Coverage. If the Customer elects to add a site for their operational and additional coverage needs, it may be added to the network subject to the following conditions. New sites added to the existing Coverage shall follow all terms and conditions of the existing Coverage provided:

   a) The Customer shall notify Motorola Solutions of their intent to add the site to the baseline Coverage before the site is accepted by the State.

b) Motorola Solutions shall provide detailed coverage maps as part of the design phase showing talk-in and talk-out coverage for both mobile and portable radio units.

c) Coverage testing shall be at the individual Customer's cost, should the Customer elect to add a new site to the baseline Coverage.

d) Coverage Testing shall be performed in the same manner as the testing during the original system acceptance, provided that Motorola Solutions shall be allowed to use their latest versions of hardware, software, test radio equipment, etc. Before testing can begin, Motorola Solutions shall provide the State with engineering documentation that shows there is no difference in measurement methodology or accuracy that may cause a difference in test results compared to the original coverage testing. If there may be potential differences in results, Motorola Solutions shall describe the potential differences in test results (if any) to the Customer via sound engineering studies. The State may elect to add the site to the baseline Coverage, or not, at their discretion.

e) The Customer may elect to test the entire coverage area of a new site, or only the portion of the area of interest to the State. Only the tested area will be added to the baseline Coverage.

B. Mobile Radio Coverage (outdoor): Motorola Solutions shall continue to maintain the STARCOM21 System that provides statewide mobile radio coverage which provides coverage of the geographic area of the State of Illinois, plus 3 miles beyond the State's jurisdictional border, subject to compliance with the prevailing FCC rules. Motorola Solutions will maintain all RF sites in full compliance with Motorola specifications. The coverage must be at least 95% of the geographic area of the State of Illinois, plus 3 miles beyond the State's jurisdictional border at Delivered Audio Quality (DAQ) 3.0 or better, as defined in Telecommunications Industry Association ("TIA") TSB-88.1-E "Wireless Communications Systems --- Performance in Noise- and Interference-Limited Situations --- Part 1: Recommended Methods for Technology Independent Performance Modeling". Mobile coverage performance shall be equivalent between talk-in (mobile-to-System) and talk-out (System-to-mobile).

C. Portable Radio Coverage (outdoor): Motorola Solutions shall maintain the STARCOM21 System providing outdoor portable radio coverage, with a Speaker/Microphone/Antenna (SMA) configuration, at an audio quality of DAQ 3.0 or greater. In areas not covered by Attachment I, Section 3.2.1 (D), such design may require the use of vehicular repeaters.

D. Portable Radio Coverage (indoor): Motorola Solutions shall provide in-building portable coverage at an audio quality of DAQ 3.0 or greater at 95% or better inside the jurisdictional boundaries, with a test confidence level as defined by TSB88 of 99% or better, for the counties of McHenry, Lake, Kane, Cook, DuPage, and Will; and for the cities of Rockford, Moline, East Moline, Kankakee, Peoria, Bloomington/Normal, Champaign/Urbana, Decatur, Springfield, Carbondale, and the East St. Louis metropolitan area. The in-building coverage System design shall be based upon a building penetration loss of 8 dB. (This performance is also similar to that of a portable inside a passenger vehicle.) Motorola Solutions shall provide in-

building portable radio coverage and audio quality performance throughout the entire Contract Term. This level of portable in-building radio coverage shall be 95% or better for each area listed above, or that portable in-building coverage level determined through the portable in-building coverage acceptance test performed in the original STARCOM21 Contract.

E. Coverage Performance: The STARCOM21 network shall deliver the specified audio quality for both mobile and portable units while moving at speeds from 0 to 209 km/hr (0 to 130 mi/hr). Talk- in and talk-out coverage performance for both mobile outdoor, and portable in-door, communications shall be generally balanced. The baseline for demonstrating all coverage performance will be a device meeting or exceeding Motorola Solutions' published specifications for subscriber units.

3.3 AVAILABILITY

3.3.1 Availability

3.3.1.1 System Availability

Motorola Solutions shall maintain the STARCOM21 System designed and implemented for a highly available radio system. Motorola Solutions shall guarantee a system capable of availability performance such that failure of any key element, subsystem, or site shall not result in non-compliant degradation of the radio communications coverage in any area as defined under Section 3.2.1 and all subparagraphs of this Attachment E, nor a reduction in the operating features available to the radio users or communications center telecommunicators. Power interruptions at Motorola Solutions maintained sites are the responsibility of Motorola Solutions. Downtime incurred on all links supplied and/or managed by Motorola Solutions shall be the responsibility of Motorola Solutions and shall be added to the system totals to determine availability compliance. Motorola Solutions shall not be accountable for downtime attributed to console failures that are not under a warranty or maintenance agreement with Motorola. System access for a console position via a radio control station does not constitute the system being "available".

Force Majeure shall apply, with the exception of lightning damage as specified in Section 3.3.1.2, "Zone Availability." Motorola Solutions shall provide continuous and reasonable best efforts to restore any system components affected by events outside Motorola Solutions' control.

3.3.1.2 Zone Availability

Motorola Solutions shall maintain the zone controller and master communications switch at each zone's Main Switching Off (MSO) site to deliver zone availability performance equal to or better than 99.999%. Motorola Solutions shall ensure, to the maximum extent possible, that no MSO outage (except outages caused by lightning) will exceed 5 minutes. If a MSO fails due to a lightning strike, Motorola Solutions shall provide reasonable and best continuous efforts to restore MSO Site Functionality.

Motorola Solutions shall prepare and submit to the State monthly, the outage minutes for each of the MSO sites.

Upon failure of Motorola Solutions to meet the zone availability requirements of the Contract and the repair times specified under Attachment C Section 1.4.8.2, the Customer may, at its option, invoke its remedies as provided in Attachment SLA. Any suspension of any monthly Access Fee payments to Motorola Solutions by the State shall not relieve Motorola Solutions from providing all Customers registered on the System ongoing, specification compliant access to the System.

3.3.1.3 Site Availability

Motorola Solutions shall prepare and submit to the State monthly, the outage time in minutes and as a percentage of total Zone system up time for each of the RF sites. Planned Outages such as maintenance and upgrades will not count as down time. A planned outage is defined as an outage where Motorola is able to give the State advanced notice of an outage and the maintenance window does not exceed what was predicted. If a planned outage exceeds the time that was predicted, the outage will be identified as an agenda item for discussion at the next STARCOM21 Advisory Subcommittee and/or its designee meeting. The group will then determine how to categorize the outage as a result.

Average monthly downtime, per site, is calculated by adding the total outage minutes for the previous 12 months and then dividing by 12. Motorola Solutions will provide the average monthly downtime for each site, as well as a Zone Level and System Level rollup, to the State of Illinois each month.

Motorola Solutions shall provide Site Availability that averages no more than 40 minutes per site per month of unplanned site downtime, when averaged across the total number of sites in a Zone.

The priority sites identified in the table below with (**) shall be priority for resolution within 12 months of contract execution. A plan will be in place for all sites within the 12 months following contract execution, identifying a resolution method and timeline. The new Site Availability metric will be deferred for 2 years from date of this contract to allow Motorola to remediate those sites identified in the table below. If a site is not able to be remediated due to lack of available technology or excessive cost (20% over average site remediation) those sites will be excluded ~~exempt~~ from the zone measurement metric.

SITE REMEDIATION TABLE: Sites identified for remediation to improve Availability metric.

Site Name	Zone	Site Info	Backhaul Type
Metropolis	Zone 3	Site 48, ASR, Site ID SZ0140348	Satellite Backhaul
Omnipoint	Zone 3	Site 34, ASR, Site ID SZ0140334	Satellite Backhaul
**Bald Knob	Zone 3	Site 44, ASR, Site ID SZ0140344	Satellite Backhaul
**Cadez East	Zone 3	Site 39, ASR, Site ID SZ0140339	Satellite Backhaul
**Cadez West	Zone 3	Site 37, ASR, Site ID SZ0140337	Satellite Backhaul
**ATC Harms	Zone 3	Site 24, ASR, Site ID SZ0140324	Satellite Backhaul

Sand Ridge	Zone 2	Site 23, ASR, Site ID SZ014022	Fiber Backhaul
Kingston	Zone 2	Site 18, ASR, Site ID SZ0140218	Copper T1 Backhaul
**Phillipstown	Zone 3	Site 40, ASR, Site ID SZ0140340	Satellite Backhaul
Jacksonville	Zone 2	Site 38, ASR, Site ID SZ0140238	Fiber Backhaul
Eaton	Zone 3	Site 26, ASR, Site ID SZ0140326	Satellite Backhaul
Pope County	Zone 3	Site 20, ASR, Site ID SZ0140320	Satellite Backhaul

The Site Availability improvement plan may be developed by Motorola and will utilize a variety of technologies.

Motorola Solutions' efforts to comply with the Site Availability requirements described above will be monitored by the State in accordance with Attachment SLA. The State may, at its option, invoke the corresponding remedy as defined in Attachment SLA

Should technical problems prevent the successful use of this technology for backhaul diversity; the parties agree to explore alternate solutions. If such alternate technologies are required and are substantially more expensive than the Cellular Backhaul Diversity solution, the parties agree to negotiate and if necessary, agree to amend the contract.

Zone Availability - Credit

The State shall notify Motorola in writing if in the State's opinion Motorola has failed to meet the Zone Availability requirement described in **Attachment E, Section 3.3.1.2.** In the event of an Unexcused Zone Failure lasting more than 5 minutes, the State shall be relieved of its obligation to pay the amount of the Monthly Access Fee that is attributable to any hour (rounded up to the nearest whole hour) during which part or any portion of the Unexcused Zone Failure takes place and that is attributable to Users assigned to the Zone or Zones that have experienced an Unexcused Zone Failure {determined at the beginning of the Unexcused Zone Failure and adjusted upward on a proportional basis if the total number of Users is less than 6,000 at the time of the Unexcused Zone Failure). For example, if the Monthly Access Fee at the time of the Unexcused Zone Failure is $67, one Zone fails for 95 minutes as a result of a software problem, and 2,000 Users are assigned to the Zone that failed, the amount of the Monthly Access Fee that the State is relieved from paying is calculated by (i) calculating the number of hours by taking the number of minutes (95 minutes minus the 5 minutes that are excused), dividing by 60 and rounding up, (ii) multiplying the number of hours so determined (i.e., 2) by $67.00/730.5 (730.5 being the number of hours in an average month), and (iii) multiplying the number so determined (i.e., $0.183436) by 2,000. Hence, in the example, the amount of the Monthly Access Fee that is attributable to the Unexcused Zone Failure is $366.87. Motorola will credit each Customer affected by the outage, with a proportional share of the zone credit, within 90 days following the month in which the outage occurred. The affected users will be notified of the credit on their monthly statement and not be required to ask for the credit due to Zone Availability.

Site Availability - Credit

In the event Motorola Solutions has not met its annual target for site availability the Starcom Advisory Subcommittee chairperson. shall notify Motorola Solutions in writing that it has not reached its annual target. Motorola Solutions shall remedy non-compliance with a plan within 90 days of receipt such notice. Further delay in reaching the annual target at the end of the 90 day period shall result in a credit to the State on the next monthly user fee invoice of **$1,726** per month for each site below the annual target until the non-compliant site(s) are made compliant. The credit shall begin accruing retroactively dating back to the date of notification of non-compliance from the State and shall be applied to future invoices as agreed to by the parties. However, under no circumstances shall such credits exceed a total of **$17,260** per individual site in delay. In the event the Site Availability improvement plan is not completed during the total remedy period (90 days plus the maximum time implied by the **$17,260** cap per site -total 10 months) the State may immediately institute the collaborative mechanism described in **Attachment I Section 7.1.1.1.** Motorola will credit each Customer affected by the outage, with a proportional share of the Site Availability Credit, within 90 days following the month in which the outage occurred. The affected Users will be notified of the credit on their monthly statement and not be required to ask for the credit due to Site Availability.

SECTION 4

ATTACHMENT F - SYSTEM REQUIREMENTS AND ADMINISTRATION

4.1 EXISTING OPERATIONS

The STARCOM21 network supports conventional networks with connected conventional gateways. The network will support Customer's legacy conventional resources that are currently connected to the network. This contract does not provide maintenance, SUA or services on a customer conventional subsystem. The demarcation for conventional subsystems shall be the Zone Core site core LAN switch. Motorola will supply a cost for any hardware, software and licenses or maintenance to support additional conventional networks requested.

The Customer will be responsible for the purchase and maintenance of all necessary console equipment needed in order to interface with conventional base stations.

4.2 OVERVIEW OF SERVICES

4.2.1 Scope

The primary purpose and scope of this contract is to provide the State a Statewide mission-critical communications network to include voice, video and data for public safety. However, subject to the terms and conditions of the contract, the System must have the ability to accommodate additional federal, state, and local governmental and non-governmental Users. Supplies and services that may be purchased to use, support and expand the system are included in Section K, pricing.

4.2.2 Provision of Services

Motorola Solutions shall provide Network Infrastructure Services consisting of all infrastructure hardware, software and support services necessary to provide the STARCOM21 Network Service. This includes but is not limited to: Zone Controllers, RF equipment, towers, consoles, control stations and dispatch equipment, backhaul/transport, network access, software, system maintenance, training, professional services, etc.), as defined in the STARCOM21 Responsibility Matrix. The timing for the provision of Network Infrastructure Services shall be in accordance with the provisions set forth in this **Attachment F** and elsewhere in the Contract.

4.2.2.1 Provisioning and Expandability

Any System expansion shall be approved by Motorola Solutions and the STARCOM21 Advisory Subcommittee and/or its designee before any work shall be allowed to proceed. The approval process shall follow the most current approval process and procedure in place at the time. Motorola shall use sound engineering principles to design and implement any expansions to the system. Motorola shall produce complete engineering documentation for any proposed expansion for review and approval by the STARCOM21 Advisory Subcommittee and/or its designee prior to any work being performed.

Motorola Solutions shall maintain the system operation at the same or better Availability, Grade of Service, and Site Coverage performance requirements set forth **Attachment E, Service Level Agreement** regardless of the number of additional users brought on to the system, subject to frequency availability.

The equipment cost required to add, upgrade, or reconfigure network capacity, as may be requested by a Customer if not available through this agreement may be negotiated between Motorola Solutions and the User(s) or agency requesting the change to the network; as it pertains the State, any such negotiation or purchase shall be subject to prior approvals and the Illinois Procurement Code and the Illinois Criminal Code (720 ILCS 5/33E-9). Current Users not affiliated with the requesting User(s) or agency will not incur costs for the expansion required to accommodate additional users. Coverage testing shall be at the Customer(s) or agency cost, should the User(s) or agency elect to add a new site to the baseline Coverage as described in Section 3.2.1: “Coverage Requirements”.

The System shall accommodate expansion for the State and other Users that allows:

(1) Provisioning of additional Users.

(2) Infrastructure Expansion:

  (a) Additional Frequencies for improved grade of service

  (b) New RF sites for enhanced coverage.

  (c) New, redundant, or otherwise improved backhaul

  (d) New Dispatch Centers.

  (e) New Zone Controllers

(3) Any other additions, enhancements, or modifications as required.

4.2.2.2 Provisioning of Additional Users

The following describes the precepts by which Users can be added to the System:

4.2.2.2.1 Existing Users with a Subscriber Equipment Move, Change, or Add-on Request

All subscriber moves, changes, or additions may be requested only by authorized agencies personnel. Motorola solutions will maintain a list of approved agencies and authorized personnel eligible for subscriber add-on or change requests.

Existing Users with a desire to add additional subscriber equipment to the STARCOM21 network shall follow the STARCOM21 Advisory Subcommittee's Subscriber Equipment Add-

on process. Additional subscriber equipment is defined as the same type of equipment and same type of use of the network as was documented in the User's original STARCOM21 System Access Application. Should an existing User submit a Subscriber Equipment Move, Change, or Add-on request that does not include the same type of equipment and same type of use of the network, the User shall be required to submit a new System Access Application.

Users are required to notify Motorola Solutions of their intent to move, change or add additional subscriber units. If Motorola Solutions should determine the request will not adversely affect Grade of Service, Motorola Solutions will notify the STARCOM21 State System Administrator of the request and respond to the User that the request has been approved. Should the User require additional radio ids, Motorola Solutions will issue the needed radio IDs at that time.

If Motorola Solutions should determine the Subscriber Equipment move, change, or add-on request will adversely affect Grade of Service, the request will be forwarded to the STARCOM21 Advisory Subcommittee and/or its designee for review. The STARCOM21 Advisory Subcommittee and/or its designee will determine the best course of action. Once a determination has been made, Motorola Solutions will respond to the User. Any applicant disputes with the determination will be handled by the STARCOM21 Advisory Subcommittee and/or its designee.

4.2.2.2.2 New Users

Entities with a desire to access the STARCOM21 network shall follow the STARCOM21 Advisory Subcommittee's System access application process. The application process requires all applicants to complete the System access application and submit it to Motorola Solutions for review to determine if the intended use of the network will adversely affect Grade of Service. Once Motorola Solutions has been able to make a Grade of Service assessment, the application will be forwarded to the STARCOM21 Advisory Subcommittee and/or its designee for consideration.

New Users shall verify coverage prior to submitting their System Access Application. Motorola Solutions will cooperate with applicants to facilitate testing. STARCOM21 coverage is as described elsewhere in this contract. It is the User's sole responsibility to determine if the coverage is satisfactory for their operational requirements.

All STARCOM21 applicants must demonstrate compliance to the Tactical Interoperability Communications Plan (TICP) and agree to include an accepted version of the statewide interoperability template in their subscriber equipment. In addition, all STARCOM21 applicants must have written authorization from affected Users when sharing talkgroups. New users purchasing new radios must adhere to Advisory Subcommittee requirements. These requirements will be mutually agreed to by Advisory Subcommittee and Motorola Solutions. The STARCOM21 State System Administrator shall inform the applicant of the STARCOM21 Advisory Subcommittee's determination. Any applicant disputes with the determination will be handled by the STARCOM21 Advisory Subcommittee and/or its designee.

4.2.2.2.3 New User Consoles

New users with console operations on the STARCOM21 system are strongly encouraged to operate with wireline connectivity to the system. New users requesting participation on the

system with wireless console operation must submit a Motorola Wireless Console Waiver along with application for system participation.

4.2.2.2.4 Eligible Subscriber Equipment

All subscriber units must be compliant per the P25 Compliant Assessment Program (P25CAP) with Project 25 Phase 1 Trunking and/or Project 25 Phase 2 Time-Division Multiple Access (TDMA) as required by the STARCOM21 Advisory Subcommittee and/or its designee. Additionally, such applicants shall be required to ensure their subscriber manufacturer meets the current National Standard of encryption the subscriber security requirements set forth by the STARCOM21 Advisory Subcommittee and/or its designee.

Motorola Solutions is not responsible for coverage, functionality, and performance of subscriber units sourced from manufacturers other than Motorola Solutions. Any coverage complaints must be verified utilizing Motorola Solutions' subscriber units as a prerequisite to engaging Motorola Solutions when investigating coverage issues.

4.2.2.2.5 Use of Cache Radio Subscriber Equipment

Entities with a desire to create and use Cache subscriber radios on the STARCOM21 network shall follow the STARCOM21 Advisory Subcommittee's System Cache Radio Policies related to enablement, and use. Cache radio holders will follow the associated access application process. The application process requires all applicants to complete the System access application and submit it to Motorola Solutions for review to determine if the intended use of the network will adversely affect Grade of Service. Once Motorola Solutions has been able to make a Grade of Service assessment, the application will be forwarded to the STARCOM21 Advisory Subcommittee and/or its designee for consideration.

Cache Radios can be deployed up to 30 days on the system without charge. This will be baselined on their active paid radio ID's. Radios that will be over the 30 days will be categorized and billed accordingly.

4.2.2.2.6 New Non-Governmental Users

New Non-Governmental Users shall comply with Sections 4.2.2.2.2 through 4.2.2.2.5 in addition the items A- E below.

A. Prior to State approval of use of the system by a proposed Non-Governmental User, Motorola Solutions shall perform and provide to the State an engineering study for all affected sites to determine the potential impact of any proposed Non-Governmental User's use on the System with respect to the Grade of Service. Improvements or degradations to the system must be supported by these studies of specific sites and/or the entire network overall, whichever applies. The results of the study must be reviewed and accepted by the State. Use of the STARCOM21 System by Non-Governmental Users shall not degrade the Grade of Service as set forth in the Contract.

B. It is understood that as part of the State approval process the STARCOM21 Advisory Subcommittee and/or its designee, subject to its policies and System oversight

responsibilities, will be involved in the approval/denial of Non-Governmental User participation. Non-Governmental Users will be deemed Secondary Users (a Secondary User is a user that is assigned a lower priority in the busy queue, per policy of the STARCOM21 Advisory Subcommittee) unless otherwise decided by the STARCOM21 Advisory Subcommittee and/or its designee.

C. The proposal for a new Non-Governmental User shall be in writing from Motorola Solutions to the State requesting the addition of a new Non-Governmental User. The State, upon satisfactory receipt of all materials necessary for a decision, shall not unreasonably withhold written approval of such a new Non-Governmental User. However, if the State has not responded in writing to Motorola Solutions within 120 days, such request shall be deemed denied by the State. It is understood that each Non-Governmental User must work with the State or particular Government User(s) if required to obtain written FCC or other government agency waivers or authorizations as required by law, statute of the State ("Required Authorizations") prior to final approval by the State of the proposal to use the government radio frequency spectrum utilized by the STARCOM21 System. The State shall notify Motorola Solutions promptly upon receipt of any Required Authorizations.

D. Subsequent to the approval by the State to Motorola Solutions for the incorporation of a new Non- Governmental User on the STARCOM21 System, the approved Non-Governmental User must execute a Non-Governmental User Agreement with Motorola Solutions prior to using the System, or said State approval shall be deemed withdrawn. Due to the lag time associated with securing the Required Authorizations, once the Required Authorizations are received, studies used in the original proposal must be updated by Motorola Solutions based on current System information and use patterns per **A)** above and provided to the State, if more than 120 days has transpired since the State approved the incorporation of the proposed Non-Governmental User on the STARCOM21 Network. The results of any updated study must be reviewed and accepted by the State in writing prior to the execution of the Non-Governmental User Agreement. The State shall use reasonable efforts to complete its review of any updated studies within 30 days of receipt and shall not unreasonably withhold its acceptance of any updated study.

E. Additionally, all Non-Governmental applicants must demonstrate compliance to the Tactical Interoperability Communications Plan (TICP) and agree to include an accepted version of the statewide interoperability template in their subscriber equipment. In addition, all applicants must have written authorization from affected Users when sharing talkgroups.

4.2.2.3 Shared Use of Additional Resources

To the extent that any governmental entity or other System User authorizes Motorola Solutions to use that entity's resources in connection with the System (e.g., frequencies, towers, sites, etc.), all STARCOM21 Subscribers shall be entitled to use such resources as they are designed and installed in furtherance of their use of the STARCOM21 System. Upon leaving the System in accordance with their individual User Agreement, an entity that has contributed resources shall notify the State and Motorola Solutions in

writing no less than 90 days prior to leaving the System. In the event such a resource is part of the original 187 site design, and the removal of that resource affects or diminishes coverage, SLAs will be adjusted as applicable until the absence of that resource is resolved.

4.2.3 Infrastructure Expansion

The following describes the precepts by which the Infrastructure can be expanded in the System:

1) Infrastructure expansion due to the provisioning of additional User(s) will not cause an increase to the rate structures as defined in this master contract unless otherwise agreed to by the parties.
2) Under no circumstances shall any expansion or modification of the System compromise or degrade the System's specified performance and service levels for existing Users without the written approval of the STARCOM21 State System Administrator.
3) To maintain Grade of Service, expansion needs for additional Users may require additional channels at one site, many sites or all sites.
   (a) The State and Motorola prefer the use of TDMA channels for all new infrastructure expansion. As required by this contract, Motorola will perform GOS studies on all infrastructure expansion requests. If a non TDMA channel addition is requested, and it does not introduce a negative GOS condition, Motorola will defer the request to the State Advisory Subcommittee for consideration and approval.
   (b) If Motorola Solutions expands the System by adding more sites and/or frequencies licensed by Users, in general, all Users will have System access to all sites and/or frequencies within the STARCOM21 network. In certain situations, subject to the approval of the STARCOM21 State System Administrator, Motorola has the right to restrict access to sites and/or frequencies in order to protect Grade of Service or comply with FCC regulations. Under no circumstances can restricting access to site and/or frequencies result in degraded Coverage or Grade of Service per the contractual commitments in **Attachment C, Sections 2.2** unless agreed to by the affected parties.
   (c) Any and all site additions and/or expansions will adhere to the specifications defined elsewhere within this contract.
4) Motorola Solutions is responsible for providing all backhaul between Zone Controllers and RF Sites. Motorola Solutions may expand the number of backhaul links to provide redundancy or improve site availability. Motorola Solutions may use backhaul technologies including landline, microwave, fiber-optic, satellite, or any other technology as approved by the STARCOM21 Advisory Subcommittee and/or it designee. When available, Motorola Solutions may use State-Owned Resources subject to the criteria defined in **Attachment F, Section 4.3.5.** to facilitate backhaul links.
5) To meet the needs of Users, Motorola Solutions may install at the User's Dispatch Centers, one or more Dispatch Consoles; which provide a control point that is connected to a STARCOM21 System Zone Controller through a direct networked connection. The infrastructure equipment cost required to add, upgrade, or reconfigure console capacity to the network shall be negotiated between Motorola Solutions and the User requesting the console

capacity. Motorola Solutions shall maintain the current System baseline capacity of the existing console configuration at contract signing of existing State Agency Users, unless otherwise agreed to by the Parties. Existing State Agency Users shall reserve the right to maintain access to the capacity of their existing console configuration without incurring additional costs (excluding backhaul costs) even if at some time during the Contract term they decide to reduce their capacity.

6) The infrastructure equipment cost required to add, upgrade, or reconfigure site capacity of the network, as may be requested by a User(s), shall be negotiated between Motorola Solutions and the User(s) requesting the change to the network. In addition, any use of State-owned real estate in conjunction with Infrastructure Expansion will be governed by the terms and conditions described in **Attachment F, Section 4.3.5.2.**
   (a) Motorola Solutions shall maintain the STARCOM21 System employing designs and technologies such that up to 20,000 talkgroups and 250,000 individual users can be active on the system without degrading System performance delivered for State Agency Users. Each RF site in the System shall be capable of being configured with at least 28 channels. Motorola Solutions shall upgrade the system on a periodic basis to comply with the Motorola Solutions' technology roadmap in order to maintain the supportability of the network. System upgrades provide new enhancements and new Optional Features. The new enhancements in upgrade releases are defined as enhancements to existing functionality. Optional Features deployed within upgrades provide additional functionality for specific user requirements or requests. Enhancements to existing functionality are at no additional cost to users whereas Optional Features may have associated costs to Users for such Optional Features to be deployed.

4.2.3.1 Other Additions, Enhancements, or Modifications

Any additions, enhancements or modifications not covered in **Attachment F, Section 4.2.2.1.** will be addressed through the change order process described under the standard terms and conditions of STARCOM21 Contract **# CMT2028589.**

4.3 SYSTEM REQUIREMENTS

4.3.1 Infrastructure

Motorola Solutions shall provide the State access to the "STARCOM21" digital, statewide, trunked mobile radio infrastructure ("System") complying with the features, statewide coverage, system performance, and reliability, and other requirements set forth herein. Motorola Solutions shall own and/or lease, operate, and maintain the System, including all fixed radio equipment and transport equipment not otherwise supplied by the State per **Attachment F, Section 4.3.5** herein. During the Contract Term, the State shall acquire from Motorola Solutions, continuous, uninterrupted priority-level access to the System. Priority-level access shall be determined by the STARCOM21 Advisory Subcommittee and/or its designee. Motorola Solutions shall be responsible for establishing and maintaining all infrastructure support elements used such as radio towers, equipment rooms, standby

power, transport equipment, and all related support equipment, in order to maintain compliance to this Specification throughout the Contract Term.

The System shall utilize the radio trunking control protocol conforming to the Association of Public safety Communications Officials ("APCO") Project 25 common air interface ("CAI")-standard as defined on the commencement of the Contract Term. Subscriber services specified hereunder shall also conform to the series of standards and objectives set forth by APCO Project 25 for functionality, interoperability, and construction, effective on the date of commencement of the Contract Term. Should Motorola Solutions encounter a conflict between those standards and this **Attachment F** during the Contract Term, this **Attachment F** shall take precedence. The System shall also support the Fixed Station Interface (FSI), Console Subsystem Interface (CSSI) and Inter RF Subsystem Interface (ISSI) as defined within the Project 25 Standard.

4.3.2 System Tower Sites

4.3.2.1 Tower/Structural Load Analysis Reports (State Resources Only)

Prior to Motorola Solutions altering the placement of antenna, feed lines, amplifiers, and other equipment and associated structural improvements on State-owned towers, or on towers/sites erected by Motorola Solutions on State land/property, Motorola Solutions shall update and provide to the State a Illinois Professional Engineer stamped structural load analysis report for each tower site affected at no additional cost for review and approval by the State. Antenna system maintenance or like-for-like antenna system replacements are exempt from this structural load analysis requirement. Motorola Solutions' analyses shall incorporate the installation and mounting of all new RF and microwave antenna and transmission systems supplied by Motorola Solutions. The structural load analysis will reflect the Capacity Ratio (%) of the tower with the proposed load and all existing appurtenances. Motorola will not proceed with the proposed equipment alteration or addition prior to receiving the State's written approval, At Motorola Solutions' request, the State will provide Motorola Solutions any previous structural analysis reports on file for these sites. Motorola Solutions shall base its analysis of each tower/antenna site on the same factors (e.g. wind, ice, soil compression, etc.) on the current ANSI/TIA standards unless otherwise agreed to by the parties. Motorola is not responsible for structural load analysis studies or tower remediation work that may be needed to provide for a desired Capacity Ratio (%) for sites and equipment that are in place at the time of execution of this contract.

4.3.2.2 Site Survey Reports (State Resources Only)

The State shall retain complete, exclusive ownership and rights to all survey data and their respective survey map sets produced by Motorola Solutions as necessary to use State-owned Real Estate (land and property). Subsequent use or reproduction by Motorola Solutions of such data or maps outside the Contract, unless expressly permitted in writing by the State otherwise, is strictly prohibited.

4.3.2.3 System Documentation Management

In addition to the data, analyses, reports, and plans required by the State from Motorola, at no additional cost to the State, Motorola Solutions shall maintain, update and keep current,

the State's copy set of the following System Documentation as it relates to the STARCOM21 infrastructure including, but not limited to:

- Site database
- Site Responsibility Matrix
- Network backhaul database
- Starcom21 System Network Map
- Starcom21 Coverage maps in KMZ and .pdf formats (or mutually agreed format)
- STARCOM21 System Frequency Plan
- System Administration Plan (SAP)
- STARCOM21 Customer Support Plan (CSP)
- Starcom21 Preventive Maintenance Annual Reports
- Starcom21 Performance Reports
- Table of standard Day Rates for Technical and Professional Services for the current calendar year
- Motorola certified subcontractors list (updated annually)
- Document reporting and retention schedule

Motorola will retain and update these files as defined in this contract, or as mutually agreed between the parties. Motorola will create and maintain a document reporting and retention schedule that will be available to the State on the shared STARCOM21 online repository site.

4.3.3 Frequency Channelization

Motorola Solutions shall maintain a detailed frequency channelization plan that meets the signal limitations set forth by the FCC, NPSPAC Regions 13 and 54, and make the most efficient use of the radio frequencies allocated to the cities of, counties of, and the State of Illinois. The frequency channelization plan shall include all 700 MHz and 800 MHz frequencies currently being used by Starcom21. For each frequency being used, the frequency channelization plan shall distinguish (1) the site number at which the frequency is being used; (2) the site alias name; (3) in which channel number is the frequency being used; (4) the base station transmit frequency; (5) the base station receive frequency; (6) the frequency licensee.

Motorola Solutions will send the current version, of the channelization plan, to the designated State of Illinois contact whenever the plan changes. The State of Illinois may also request the current version, of the channelization plan, at any time by providing a 1-week advance notice.

The State of Illinois will regard the STARCOM21 channelization plan as sensitive system information which may only be given to those parties that have a direct need to know. For security purposes, the channelization plan shall not be shared with the general public.

For the purpose of accommodating subscriber growth and maintaining a 5% Grade of Service, Motorola Solutions may add new frequencies to sites or re-distribute existing frequencies between sites. Prior to adding or moving frequencies, Motorola Solutions will present the new Frequency Channelization Plan, to the State of Illinois, for approval.

4.3.4 Network Transport

4.3.4.1 Communication Center Transport

Motorola shall maintain the physical interconnect transport path between each ISP Communication Center and one of the System's MSO control points established by Motorola. Motorola Solutions shall provide pricing for Connectivity transport in accordance with **Attachment K - Pricing, Section 4.** Motorola will manage the control center interconnect circuits for availability per **Attachment E - SLA.** Any equipment deployed in the provisioning of transport owned by Motorola Solutions and used between the Communication Centers and one of the Systems MSO's shall become the property of the State at the end of the Contract Term.

Motorola Solutions shall update and provide to the State at its request, any changes to the network connectivity plan, for each control center interconnect.

For Control Centers other than the ISP Centers designated in this contract, Users will be responsible for connectivity to the MSO and are not required to use Motorola. However, Motorola Solutions reserves the right to approve new Control Center connections based on capacity and prioritization. If a User chooses Motorola as their Connectivity provider, Motorola shall supply a pricing quotation to provide and manage their Control Center connectivity to the Network master site(s). The party providing dispatch connectivity shall be responsible for reliability and performance.

4.3.4.2 System/Network Transport

Motorola will provide and maintain transport links as required to maintain Connectivity between all Network sites, existing and future, and the STARCOM21 Master Switching Office (MSO). Motorola has deployed transport consisting of various technologies including but not limited to fiber, leased T1's, Microwave and Point-to-Point (PTP). User owned transport may be utilized when available. Motorola Solutions may, at its discretion, elect to modify the backhaul design in order to increase capacity, reduce cost or improve reliability.

4.3.4.3 Connectivity Service Description.

If a generic demarcation point (such as a street address) is provided, the demarcation point will be Motorola's Minimum Point of Entry (MPOE) at such location (as determined by Motorola and/or its vendors). Additional wiring may be provided by Motorola, at its sole discretion, and may entail electrical or optical cabling into 1) existing or new conduit or 2) bare placement in drop down ceilings, raised floors, or mounted to walls/ceilings. Any additional wiring will be provided and/or maintained by Motorola. Motorola will maintain Connectivity to the demarcation point only. The State disclaims any interest in any equipment, property or licenses used by Motorola to provide Connectivity.

Motorola uses different technologies to provide Connectivity. Some technologies or speeds may not be available in all areas or with certain types of Connectivity. Unless otherwise set forth in the Agreement, Motorola utilizes different technologies to provide Connectivity at its sole discretion and may include, but not be limited to ethernet, wavelength, special access, and/or wireless technologies (again, including but not limited to LTE or equivalent wireless services or wireless satellite services). In addition, Connectivity may include additional

technologies for security or commonality of protocol, including but not limited to Multiprotocol Label Switching (“MPLS”) and Software Defined Wide Area Network (“SD-WAN”).

4.3.4.4 Requests for Connectivity, Third Party Providers and Statements of Work.

State will request Connectivity via the issuance of a written request for a quote. Motorola will respond to requests with an applicable Statement of Work and associated service quote. Upon the State’s acceptance of the Motorola quote, Motorola will notify the State of acceptance of a request for Connectivity by delivering (in writing or electronically) a confirmation, or by delivering the Connectivity services.

4.3.4.4.1 Third Party Providers of Connectivity. State understands and agrees that Connectivity is provided to Motorola by third parties, and then may be combined with certain Motorola and/or Motorola equipment, as requested by State and agreed in an applicable Statement of Work. Motorola does not build or provision Connectivity itself; it solely procures underlying services to provide Connectivity from third parties.

4.3.4.4.2 Provision of Connectivity is subject to availability of underlying Connectivity from Motorola’s applicable vendor. Provisioning intervals for connectivity are dependent upon the intervals provided to Motorola by the underlying third party provider. State agrees that Motorola may request, but is not responsible for, certain provisioning intervals as requested by State in a Statement of Work.

4.3.4.4.3 Service level agreements (“SLAs”) provided by Motorola Solutions to State for Grade of Service, coverage, and availability are more fully described in Attachment E - Service Level Agreement.

4.3.4.4.4 Certain requirements of Motorola’s third party providers may apply to the provision of Connectivity and are included as Attachment A to this Contract.

4.3.4.4.5. Statement of Work. Motorola will provide a Statement of Work to further describe implementation of Connectivity and the use of the provided Connectivity with additional services and/or equipment provided by Motorola. An applicable Statement of Work may contain Service Level Agreements with respect to other services provided by Motorola outside of Connectivity or in conjunction with Connectivity. However, State and Motorola agree that such SLAs do not apply directly to Connectivity in and of itself provided by Motorola.

4.3.4.4.6 Provisioning, Maintenance and Repair. Motorola may re-provision Connectivity from one third party provider to another and such changes will be treated as scheduled maintenance. Scheduled maintenance will not normally result in Connectivity interruption. If scheduled maintenance requires Connectivity interruption Motorola will: (1) provide State seven days’ prior written notice, (2) work with State to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. State may request a technician dispatch for Connectivity problems, for which Motorola will use commercially reasonable efforts to obtain applicable service from third party providers, if applicable.

4.3.4.4.7 State Information. State agrees that Motorola may use, access and disclose State’s information including State data and network information within its own and its affiliates’ business operations, and with third party vendors acting on Motorola’s behalf for provision of the Connectivity.

4.3.4.4.8 Network Monitoring. Transmissions passing through the facilities of Motorola's vendors may be subject to legal intercept and monitoring activities by local authorities or its vendors (or vendors' suppliers) acting under the direction of such authorities in accordance with applicable local law requirements. To the extent consent or notification is required by State or end users under applicable data protection or other laws, State grants its consent under and represents that it will have at all relevant times the necessary consents from all end users.

4.3.4.4.9 Transmission Service Priority. Certain service priority(ies), including restoration, may be available to State for an additional fee from Motorola's third-party provider of Connectivity. If State elects to implement an available service priority for Connectivity, then State is required to expressly set forth its priority election within the applicable Statement of Work, cooperate fully with Motorola and Motorola's third party provider of connectivity to effectuate and maintain implementation, and pay any additional fees, costs, or surcharges applicable to the elected priority service.

4.3.5 State-Provided Resources

State-provided resources used as part of the original 187 RF sites, including equipment therein, currently being utilized by Motorola Solutions is available and shall continue to be available throughout the Contract Term at no cost to Motorola Solutions. In the event the aforementioned State resources become unavailable for use at no fault of Motorola Solutions, any resulting SLA related credits will not be assessed by the State as it relates to the degradation in System performance attributed to those resources becoming unavailable. To the extent that such unavailability of a State resource materially changes Motorola Solutions' ability to perform under the contract, the Parties may, subject to this Agreement, prior approvals, and the Illinois Procurement Code, renegotiate the System performance in good faith. In this instance, Motorola Solutions shall not be subject to credits under the SLA for a degradation in the System performance directly caused by the loss of the State resource until an agreement between the parties is reached to remediate the degradation in System performance. The State reserves the right to review and approve, within a reasonable amount of time the use by Motorola Solutions of any additional State resource not included in the listing of State- provided resources to be used for expansion purposes only. Motorola Solutions' use of additional State resources not being used at contract signing, may be subject to a license agreement between the State and a third party, in which case the parties, subject to prior approvals and the Illinois Procurement Code, will use best efforts and collaborate to devise or secure access to solution.

4.3.5.1 State-Owned Tower Sites

"State-owned tower/antenna sites" are those locations where there is a State-owned communications tower superstructure or an occupied State-owned building. The age, condition, accessibility, available space, and technical/design suitability of these sites, intended for continuous use by Motorola Solutions over the total duration of the Contract Term will vary.

A listing of State-owned tower sites provided for possible use by Motorola Solutions to support the System is maintained by the State and is available to Motorola Solutions upon request. Additional sites owned by the State, may be available for Motorola Solutions' use in the System dependent upon approval by the State. Any State-owned tower sites used in the System by Motorola Solutions will continue to be provided by the State in their current

conditions, "as-is", to Motorola Solutions. If any of these sites are not available or unsuitable in their current condition for use, Motorola Solutions may modify the System design to incorporate alternative State-owned or third-party sites at no additional costs to the State. Should a State-owned tower site be deemed unsuitable or unavailable for use by Motorola Solutions, Motorola Solutions and the State will, subject to prior approvals and the Illinois Procurement Code, work together to determine whether to: :

- Modify the site - The site in question would be surveyed and a plan of required modifications would be prepared by Motorola Solutions and presented to the State for review and approval, or
- Construct a new site - Should it be determined that an existing State-owned site cannot be modified to accommodate the needs of the State and/or Motorola Solutions for the System, an alternative site may be identified on which to locate a new tower and/or antenna on site property provided by the State.
- Utilize a third-party site.
- Determine a site is not available or unsuitable - Decline to construct an expansion site due to lack of a suitable facility.

Professional engineers' stamps are required for structural analyses of towers. In all cases, the work to be performed on the site or structure must be performed by a licensed and insured, in the State of Illinois, contractor qualified in this discipline. If State-owned towers are determined to be unsuitable for use in the System, Motorola Solutions shall not be entitled to any additional compensation from the State under the Contract. Instead, Motorola Solutions shall employ the process described herein. Specific Motorola Solutions requirements and State obligations for use by Motorola Solutions of State-owned tower sites are provided below.

A site Responsibility Matrix, located on the STARCOM21 Repository on-line site, defining the ownership, maintenance, and upgrade or replacement responsibilities for the STARCOM21 sites.

Customer is providing for use by Motorola Solutions, Customer owned tower/antenna sites in their respective, "as-is" condition and accessibility, and shall make no guarantees or warranties as to their suitability and accessibility for use, individually and collectively, by Motorola Solutions to support the STARCOM21 Network. Motorola Solutions shall be responsible, to its own satisfaction, for ensuring that any State-owned tower/antenna sites being used continue to be suitable for the System throughout the Contract Term, by advising the Customer of current site suitability, and notifying Customer of recommended maintenance or replacement. Therefore, Motorola Solutions shall be responsible for performing all due diligence it concludes is necessary to determine the continued suitability and accessibility of each site to support the System in compliance with the requirements of this specification throughout the Contract Term. Motorola Solutions' due diligence may include at its discretion, performing periodic site internal and external grounding tests, evaluating HVAC performance, testing any back-up UPS or electrical generators, reviewing and re-certifying the structural integrity of the tower superstructure or building roof for additional wind/ice load from new antennas and transmission lines to be installed by Motorola Solutions, and taking the necessary measures to preclude RF interference from existing equipment at the same site. Motorola Solutions shall be responsible for identifying any sources of any functional and interference problems encountered between any existing and System equipment. If the source of the problem is found to be from existing equipment on the same site that existed at the time the suitability determination was made, Motorola Solutions shall be responsible for remedying the problem at no cost to Customer, or

abandon the site in favor of a new site that still permits Motorola Solutions' System to conform to the Contract, as set forth herein. If, on the other hand, the source is due to a site or existing equipment condition that Motorola Solutions successfully demonstrates to Customer had changed after commencement of the Contract Term, Motorola Solutions will, subject to prior approvals and the Illinois Procurement Code, invoice and/or bill Customer pursuant to the terms of this Agreement for the costs incurred to identify and remedy the problem to return the System into Contract compliant operation. The Customer shall notify Motorola Solutions when Customer plans to add, change, or remove any third- party equipment at a Customer-owned site used by Motorola Solutions for the STARCOM21 System. Motorola Solutions shall evaluate whether the new equipment is electromagnetically compatible with the STARCOM21 equipment, and return a written assessment to the Customer, accordingly at no additional cost. Motorola Solutions shall submit this written assessment within sixty (60) after receiving such Notice from the Customer.

The State will, subject to internal State approvals and the requirements and limitations of applicable laws and regulations, including but not limited to the Illinois Criminal Code (720 ILCS 5/33E-9) and the Illinois Procurement Code (30 ILCS 500), make applications for and/or maintain current, at its own cost, any FAA and FCC licenses or approvals required for Motorola Solutions to use the existing, State-owned tower/antenna sites being used in the STARCOM21 System. If requested by the State, Motorola Solutions shall assist the State in making application for, receiving such approvals and/or licenses for, and keeping current, said State- owned sites. Nothing in the Contract shall prevent Motorola Solutions from continuing to provide their own equipment or facilities on State property in support of the System, provided that Motorola Solutions has received prior written approval from the State.

The State will, subject to internal State approvals and the requirements and limitations of applicable laws and regulations, including but not limited to the Illinois Criminal Code (720 ILCS 5/33E-9) and the Illinois Procurement Code (30 ILCS 500),continue to be responsible for normal, ongoing expenses directly associated with operating these sites during the Contract Term including:

- Prime utility electrical power at State or User owned sites
- Standby AC generator fuel and maintenance, except for generators owned by Motorola Solutions for inclusion as part of the System per **Attachment F, Section 4.4.3.**
- Maintenance/up-keep of the equipment room, tower superstructure or building roof, surrounding grounds and access. Grounding at existing STARCOM21 State sites will be considered acceptable. The State will maintain grounding in its current condition at all existing State sites. Motorola Solutions and the State shall use standard industry practices and R-56 grounding standards for future sites. Where grounding problems are identified Motorola Solutions and the State will resolve issues collaboratively as agreed to by the parties on a case-by-case basis.
- Maintenance/up-keep of all State equipment and antenna systems in the same equipment room, and on the same tower superstructure or building roof, co-located with STARCOM21 System equipment installed by Motorola Solutions
- Maintenance/up-keep of all future State equipment and antenna Systems in the same equipment room, and on the same tower superstructure or building roof, co-located with STARCOM21 System equipment installed by Motorola Solutions.
- Site security and insurances (other than insurance covering equipment installed by Motorola Solutions under the Contract)

If the Agency providing infrastructure does not perform required maintenance, resulting in unplanned downtime, Motorola Solutions shall be excused from the availability commitment, identified in Attachment E – Service Level Agreement, Section 3.3 Availability, , from the impacted site for the duration of the outage. In the event that Motorola advises a site owner of required maintenance or repair activity needs and the site owner does not respond or proceed with recommended site maintenance within 30 days, Motorola will work with the Advisory Subcommittee and the State System Administrator to resolve. At no time will Motorola proceed with the maintenance without authorization by the site owner.

Motorola Solutions shall complete all installations, perform all site checkout tests, and maintain System equipment installed at State-owned sites without disrupting State operations unless agreed to by both parties. Motorola Solutions may be allowed to recommend to the State that existing equipment and antenna placements be relocated to better accommodate Motorola Solutions' installation of its equipment for the STARCOM21 System. Should the State allow any existing equipment and/or antenna System relocation at any site, Motorola Solutions shall be responsible for completing all relocation work at no additional cost to the State, unless otherwise instructed by the State. The relocation shall be completed by Motorola Solutions on as much as a noninterference basis as possible. Any relocation shall return the existing equipment and/or antennae to the same level of functionality before such was relocated unless agreed to by both parties.

4.3.5.2 State-Owned Real Estate

Although the State has provided Greenfield Sites to Motorola Solutions at no cost, these Sites shall be provided only as needed to accommodate the STARCOM21 infrastructure. The State reserves the right to review, to set specific conditions for, and to approve or reject, all requests from Motorola Solutions to use State-owned real estate based upon the conditions set forth in the Contract. The State will maintain and provide to Motorola Solutions upon request an accurate listing of the State-owned real estate being used in the STARCOM21 System.

The State will continue to provide the State-owned Real Estate currently being used in the STARCOM21 System to Motorola Solutions for erecting towers and supporting equipment shelters for the System in their respective, "as-is" condition, and shall make no guarantees or warrantees as to their suitability for use, individually and collectively, by Motorola Solutions to support the System.

If Motorola Solutions applies for the use of Greenfield Sites (owned by the State) for system expansion, at its own cost, Motorola Solutions shall be responsible for performing all due diligence it feels is necessary to determine the suitability of each parcel to support the System design in compliance with the requirements of this **Attachment F.** Motorola Solutions' due diligence may include, but not be limited to, performing soil resistivity tests, soil load bearing analysis, accessibility by construction vehicles, and taking the appropriate design measures to preclude RF interference from existing equipment at locations nearby but outside the parcel. Motorola Solutions shall be responsible for maintaining any improvements performed by Motorola Solutions to State land, at no additional cost to the State should Motorola Solutions determine through this due diligence it is necessary to render the land suitable for its use under the Contract. Motorola Solutions shall be responsible for continuing to identify the source of any functional and interference problems encountered by Motorola Solutions after Motorola Solutions' equipment has been installed. If the source of the problem is found to be a condition on or near the parcel, Motorola Solutions shall be responsible for remedying the problem at no cost to the State or abandon

the parcel in favor of a new site that still permits Motorola Solutions' System design and installation to conform to the Contract. If, on the other hand, the source is due to an off-site condition that Motorola Solutions successfully demonstrates to the State had changed after commencement of the Contract Term, Motorola Solutions and the State shall negotiate a mutually agreeable solution.

Use by Motorola Solutions of any Greenfield Sites shall be restricted only to that needed to support the STARCOM21 System requirements, unless expressly stipulated otherwise in the Contract. Motorola Solutions shall perform all improvements to State land required to support the System according to State and local construction standards, regulations, and practices.

The State will manage FCC and FAA approvals and licenses required to deploy the System on State-owned land. Motorola Solutions will make application for any FAA approvals required to erect any new tower superstructure on State-owned land. Once these approvals and/or licenses are obtained, Motorola Solutions shall proceed with work on each site in accordance with said FAA and FCC regulations. If requested by the State, Motorola Solutions shall assist the State in making or updating applications for the necessary FCC approvals and/or licenses for said State-owned land. Motorola Solutions shall be responsible for ensuring that any State-owned land continues to be suitable for use throughout the Contract Term.

4.3.5.3 User-Licensed Frequencies

Motorola Solutions maintains a list of all 700/800 MHz-band land-mobile radio frequencies, respectively, licensed to the State by the FCC being used in the System. Only with the approval of the State shall Motorola Solutions seek to incorporate into the System any frequencies allocated to the State of Illinois by the FCC, but actively licensed to other public governmental bodies located within the State.

Spectrum Deployment

Motorola Solutions shall maintain the STARCOM21 System according to the radio frequency spectrum requirements set forth below in this **Section 4.3.5.3,** and related sections thereof, of this **Attachment F.** Motorola Solutions shall deploy all frequencies in the radio bands below in a narrowband (12.5 kHz) design, except for those channels deployed for NPSPAC Mutual Aid.

Motorola Solutions shall take responsibility for, and take the necessary steps to remedy; any RF interference problems because of its frequency re-use strategy. Motorola Solutions' methodology to resolve interference after System deployment shall be to isolate the interference signal (what frequency is causing the interference) and characterize it (who is responsible for the interference). After those determinations are made, Motorola Solutions shall contact the appropriate party and hold such party accountable for remedying the problem. Should the third-party refuse to cooperate with Motorola Solutions to remedy the interference problem, the Licensee will use its rights under the FCC operating license to file a complaint necessary for the FCC to take action. Should the FCC find for the third-party, Motorola Solutions shall be responsible for taking any steps necessary to abrogate the interference by whatever measures it chooses but shall take such steps within ninety (90) days after the date of FCC finding in order to return the System to compliant operation. Motorola shall advise the State and Licensee if additional frequencies are required to

abrogate the interference, the State and/or Licensee shall be responsible for resolving frequency acquisition issues.

In the event that Motorola Solutions, through their efforts to identify and cure RF interference, finds the RF interference is being caused by any outside condition(s) that Motorola Solutions has no control over, Motorola Solutions shall notify the State and license owner of the condition(s). Motorola Solutions shall demonstrate to the State and license owner a reasonable effort of sound engineering studies and field testing, provide a report of findings and provide recommended course of action. Motorola Solutions shall provide its reasonable best efforts and assist the license owner to find a solution to the condition(s). If the source of any issue is found to be caused by RF interference or outside interference of any kind, Motorola Solutions will turn said issue over to the license owner for resolution and will offer assistance as needed. Conditions that would be outside Motorola Solutions' control may include, but are not limited to:

1. Interference from outside sources, including Broadcast radio stations, Television stations, radio frequency emitters operating outside of FCC rules and regulations.
2. Interference from radio systems owned and operated by other entities, public and private companies.
3. Construction of buildings, structures, landfills, quarries, or any other type of new obstruction that affects coverage.
4. Unusual propagation conditions such as atmospheric ducting and similar conditions.
5. Significant changes to foliage that affects coverage.

Motorola Solutions shall be entitled to use all of the Spectrum frequencies (defined below) and shall not, without authorization from the State, use in the System other frequencies allocated by the FCC to the State that are currently licensed for use by other State or non-State Agency Users.

System coverage and channel loading shall determine the number of frequencies required. Any additional frequencies allocated to the State that are not specified in this Contract for use in the System, may be employed only for expansion of the System.

Frequency Acquisition

Although the State is ultimately responsible for making application for all State FCC licenses and renewals, and for complying with FCC rules, Motorola Solutions shall be responsible for all engineering work and performance of all research required to provide the information needed by the State frequency coordinator to accomplish license applications which are necessary for the System operation. This work shall include all adjacent channel research and coordination with all Users. The State agrees to make application for all Federal Communications Commissions ("FCC") licenses, waivers, and authorizations required for installation and use of the System prior to the scheduled installation of user equipment. Motorola Solutions shall assist in the preparation of license applications, but Motorola Solutions shall not be sought as an agent or representative of the State in FCC matters.

FCC licenses shall be for all specified fixed, mobile (vehicle), and portable transceivers. Where State frequency spectrum is utilized, these licenses shall be in the name of the State or its designee. Licenses shall reflect the sites identified in the detailed System design package, with elevations, radiated power limits, modulation types and coverage areas consistent with the specified requirements and FCC regulations.

Newly-acquired licenses for frequencies currently utilized by the State elsewhere or utilized under other operating parameters can replace current licenses.

Licenses shall clearly address any associated FCC-approved waivers. Any construction activity or equipment installation work at a site prior to completion of the applicable frequency acquisition is strictly at Motorola Solutions' sole risk.

NPSPAC Region 13 and 54

Motorola Solutions and the State will work jointly and directly with the respective NPSPAC 13 and 54 frequency coordinators, including but not limited to supplying all necessary material and labor required for the State to successfully acquire and license the necessary channels specified by Motorola Solutions' frequency allocation/re-use plan approved by the State. Motorola Solutions shall maintain for State approval such a frequency re-user plan that shall conform to the signal limitations set forth by NPSPAC Regions 13 and 54 and make the most efficient use of the frequencies according to applicable FCC rules.

Motorola Solutions shall work with the State Frequency Coordinator to complete the necessary FCC Form 601 (with all associated documentation as required by NPSPAC Regions 13 and 54) for all sites which utilize public safety frequencies in Motorola Solutions' proposed infrastructure in conjunction with the STARCOM21 System.

The State shall provide engineering and technical support to formally present public safety license applications pertinent to the STARCOM 21 System to the appropriate Illinois NPSPAC Region 13 and 54 Regional Conformance Review Committees (RCRC) and, as required, any adjacent-state RCRC. This support shall include Motorola Solutions attending briefings, and presenting the Form 601, to each RCRC, and respond to questions raised during and after the aforementioned briefings.

Spectrum Availability

Motorola Solutions is not responsible for the ownership, licensing, or availability of spectrum incorporated into the Starcom21 network by non-state users. If non-state users remove spectrum resources from the system, Motorola will assist the State as outlined in the **Section 4.3.5.3** Frequency Acquisition to replace needed spectrum resources. However, the state is responsible for spectrum availability required to retain service levels defined in this Agreement.

4.3.5.4 State-Owned Transport

The System, as currently designed and operational, utilizes a variety of State-owned or State-leased transport (microwave, fiber, T1, campus LAN/WAN, Illinois Century Network, satellite, broadband, etc.) links. The State shall continue to provide Motorola Solutions use of these transport resources (bandwidth) to the extent such resources are employed upon the commencement of the Contract Term. Requests by Motorola to the State for use of additional State-owned or leased bandwidth for use in the System after the commencement of the Contract Term, whether for supporting State or other Users' needs, shall be submitted in writing to the State. The State will review, evaluate, and if acceptable to the State, approve such requests within thirty (30) days from the date the State received them. . The STARCOM21 system also incorporates various backhaul transport media contributed by Non-State users, and use of those transport links is addressed in those individual user contracts.

Motorola Solutions shall be responsible for performing all due diligence necessary to continue to determine the suitability of all transport to support the System in compliance with the requirements of this **Attachment F** throughout the Contract Term. Motorola Solutions' due diligence may include, but not be limited to, testing for transport stability, unacceptable BER performance, link reliability, link support infrastructure reliability, capacity, spare parts availability, etc. Motorola Solutions shall be responsible for maintaining at no additional cost to the State, any improvements made by Motorola Solutions to local agency transport used in the System that Motorola Solutions determines through this due diligence is necessary to maintain the transport suitable for its use in the System. If the State makes any modifications to the state-owned backhaul that supports the Starcom Network without prior notification or planning utilized by Motorola Solutions, which is the sole cause of an outage or causes a degradation to the service, the State will be responsible, at its own cost, to restore the backhaul to its proper operational configuration. Motorola Solutions shall be excused from their availability commitment per **Attachment E - SLA** if any modification to ~~state~~ owned all backhaul resources utilized while the backhaul is being restored to its proper operational configuration adversely impacts the Network. During the Contract Term, Motorola Solutions shall be responsible for identifying the source of any functional and interference problems in the System encountered by Motorola Solutions after Motorola Solutions' equipment has been installed. If the source of the problem in the System is found to be due to a transport equipment condition that existed at the time the suitability determination was made, Motorola Solutions shall be responsible for remedying the problem at no cost to the State or abandon the transport in favor of a new interconnect approach that still permits the System to conform to the Contract. If the source is unrelated to site conditions that Motorola Solutions successfully demonstrates to the State as the cause of the issues and that it changed after commencement of the Contract Term, Motorola Solutions and the State may negotiate a mutually agreeable solution.

Motorola Solutions shall be responsible for documenting and maintaining a use plan for any all transport used by Motorola Solutions. Motorola Solutions shall continue to provide any additional equipment, cabling, and wiring, required by Motorola Solutions to incorporate the State transport's bandwidth into the System. Other than prime utility electricity costs for the System equipment, Motorola Solutions shall be responsible during the Contract Term for all ongoing expenses directly associated with Motorola Solutions' additional equipment, cabling, and wiring, installed to take advantage of the transport bandwidth the agency is providing.

4.4 SYSTEM PERFORMANCE

Motorola shall maintain and support the System to provide Service Level (Grade of Service), coverage, and System Availability, as defined in Attachment N - Service Level Agreement.

4.4.1 Coverage Prediction Maps

Motorola Solutions shall update and provide to the State new coverage maps in a mutuallyagreeable format any time changes are made to the system upon request. These coverage maps shall show predicted mobile and portable outdoor direct-to-Network coverage, and portable in-building direct-to-Network coverage, reflecting the coverage requirements as agreed to by the parties.

4.4.2 Bi-Directional Amplifiers (BDAs)

User agencies may require Motorola Solutions to design and install BDA system(s) to provide in-building radio coverage in facilities used by the agencies to meet their operational requirements. The requesting agency shall be responsible for the costs of the BDA system, as agreed to by the parties.

The BDA system shall be compatible with APCO Project 25 communications on the 700 and 800 MHz spectrum in use in the area where the facility is located. The BDA shall be designed and installed to provide adequate system coverage in the required indoor areas of the facility. The BDA shall not cause interference to other STARCOM21 users in the area, or to other radio and cellular communications systems. BDA shall be registered with the FCC.

Motorola Solutions shall use sound engineering practices to design and install the BDA system. Hardware components of the BDA include, but are not limited to: Amplifiers, filters, chassis, power supplies, wiring, transmission lines, radiating coaxial cable, fiber optic cable, indoor and outdoor antennas, etc. Design and installation of the BDA include, but are not limited to: amplifier and filter specifications, gain calculations and loss budgets, interference calculations; installation of electrical service, all system components, antenna, coax, transmission line, etc.

4.4.3 Power

All sites on STARCOM21 shall be equipped with UPS and Generator backup in the event of a commercial power outage. Where Motorola Solutions is responsible for equipment maintenance, Motorola Solutions shall ensure all master, repeater and simulcast sites are equipped with standby generator backup service with a minimum of 5 days of fuel.

Where Motorola Solutions is responsible for equipment maintenance, Motorola Solutions shall ensure all Master sites are equipped with, an on-line, uninterruptible power supply ("UPS") systems adequately sized to provide adequate conditioned and reliable electrical power to operate the radio system and all associated components supplied and installed by Motorola Solutions until the emergency generator activates. The UPS shall be configured to be recharged by the emergency generator when the emergency generator is in operation. The Master site UPSs will have battery capacity of 1 ½ hour. Remote sites shall be equipped with a UPS or battery backup of sufficient capacity to keep the radio system operational during a power failure, until the standby generator takes the load. Should Motorola Solutions elect, at its own option, to employ an existing, State-owned generator set present at any State-owned facilities, Motorola Solutions shall be responsible for examining, and making any modifications, changes or additions necessary at no additional cost to the State, to support the additional electrical power demand from the System while still supporting any pre-existing equipment at each specific site, to meet the requirements set forth herein. Any changes to any State-owned power systems shall be provided to and approved in writing by the State System Administrator prior to commencement of work.

Motorola Solutions shall supply and maintain UPS systems at each master site (MSO) unless otherwise agreed with the site owner. Each MSO will have battery capacity of 1 ½ hour.

Any equipment supplied by Motorola Solutions, including but not limited to microwave and multiplex or equipment operated from DC power shall be supplied and maintained with a float charged battery plant with a minimum capacity of 2 hours.

Where Motorola Solutions is responsible for equipment maintenance, Motorola Solutions shall start all standby generators on a monthly basis to verify correct operation. Where Motorola Solutions is responsible for equipment maintenance, all UPS systems and standby generators shall be subject to annual preventative maintenance for the Contract Term.

4.4.3.1 Fault Tolerance/Self-healing

When infrastructure equipment, subsystems, systems or sites fail, the remaining infrastructure shall automatically reconfigure itself to provide the best possible operating alternative. After repairs are completed, the System shall automatically restore itself to its normal operating configuration. Documentation of maintenance and repair for all sites shall be made available as required for review.

Motorola Solutions shall maintain a System that will provide, to the maximum extent possible, centralized remotely controlled system management from each System management platform's location.

Motorola Solutions shall maintain the system configuration for automatic backup of the current User Configuration Database so that a restore point is readily available in the event of a database corruption.

4.4.3.2 Satellite Links (Fixed or Field Deployable)

Motorola may utilize Satellite Connectivity as an alternate or primary method, based on availability of linking remote sites to a MSO site. Satellite Connectivity is a suitable solution for backhaul diversity, disaster recovery and Site on Wheels deployments. Satellite Connectivity provides geographical diversity from local terrestrial circuits and can be very effective for earthquake recovery. Satellite Connectivity has inherent delay in voice communications and will not be deployed as a primary connectivity solution without approval of the Starcom21 Advisory Subcommittee or it’s designee. Approval has been authorized for ASR Sites. The delay also makes it unsuitable, currently, for simulcast sites or for Dispatch Centers.

Motorola will maintain a minimum monthly allotment of Satellite time for the benefit of the STARCOM21 Network. Motorola will, at its discretion, utilize satellite connectivity to improve remote site reliability. The State and other Users may request the use of minutes from Motorola allotment for Site on Wheels deployments and disaster events. Motorola reserves the right to charge the State and other Users for Satellite time in excess of our unused monthly allotment. Connectivity purchasing will be done in accordance with **Attachment K - Pricing, Section 4.**

The State and other Users may elect to purchase additional satellite redundancy. Connectivity purchasing options are described in **Attachment K - Pricing, Section 4.** Motorola Solutions will support Satellite deployments as part of the User airtime fee paid by Users. Training and maintenance services for User owned satellite equipment is offered as a sold option by Motorola.

4.5 FUNCTIONAL REQUIREMENTS

Motorola Solutions shall maintain for the State a STARCOM21 System that is compliant to APCO P25 standards. Motorola shall enable Starcom21 to use the features under

Functional Requirements based on the State's ability to use and maintain frequencies defined in **Section 4.3.5.3**.

4.5.1 Features

The STARCOM21 System provides the following functions and features. Some features and functionality are optional in the APCO P25 required feature set and may not be supported by all Subscriber units.

4.5.2 Trunked Radio System Requirements

General Requirements

Motorola Solutions shall maintain for the State a STARCOM21 System that provides the following range of functionality to consoles, consolettes, control stations and subscriber units authorized to access the System. All functionality shall be available Statewide, unless stated otherwise hereunder:

User Organization: Motorola Solutions shall support the use of multiple user talkgroups for the State. The System shall be maintained with the capacity to support up to 20,000 unique talkgroups and 250,000 radio Units and consoles. There shall be no limit to the number of radio units assignable to each talkgroup, and any talkgroup shall be able to be programmed in any radio, up to the capacity limit of the mobile and portable radio operating under the Contract. The System shall be configured to provide radio communications, with all functionalities specified herein unless otherwise so stated, between any two or more field radio and console Users in the System statewide, throughout the coverage reach/range of the System.

Motorola Solutions shall continue throughout the Contract Term, to configure the System to accept additional talkgroups as specified above as Additional Users are added to the System.

System Busy: Should all working voice channels at a particular site be in use when a User radio attempts to access the System, the System shall send a signal via the control channel to the subscriber unit that the system is busy. The signal shall indicate that a request for access to a working voice channel has been recognized and queued (according to the priority level established for the talkgroup/User pre-programmed) until a working channel is available.

Call-Back: System shall notify the user with a call back tone when a channel becomes available.

Busy System Handling: The System shall continue to process a request for access from a radio or console User that has been placed into a "busy queue" due to prevailing radio traffic demand, until access to that radio or console is finally granted by the System. The System shall provide the ability for STARCOM21 Users to assign hierarchal priority levels for different talkgroups and Users, such that the System will automatically grant access to one or more working voice channels based on priority level. Level 1 shall be reserved for emergency radio traffic. Levels 2 through 10 (default level), in descending order of priority shall be assignable by Users to different talkgroups and Users on the System. These priority levels shall be assignable and valid System-wide.

Emergency Alarm/Call: The System shall handle all emergency alerts from all radios on the System with the highest possible priority. A data message shall be transmitted on the System's control channel and directed to all console client positions pre-configured with the same talkgroup through which the emergency call was initiated. The State shall have the capability to configure the System to grant immediate System voice access to a radio in emergency mode using a "ruthless preemption" feature. Using this feature shall remove the lowest priority-User from their working voice channel and allocate that channel to the emergency call. The State understands that "ruthless preemption" has the possibility of creating RF interference and therefore does not guarantee that subsequent transmissions will be understandable.

Push-to-Talk ID: The System shall use the Subscriber radio's unique numeric identification (ID) number pre-programmed into each Subscriber Unit to uniquely identify it. The System shall correlate the Subscriber Unit ID number to other information about that Subscriber Unit (e.g., name or "alias' of the radio Unit, User's organization or agency, System access rights, etc.) pre-programmed into the System's master database of registered Users. The System shall transmit the Subscriber Unit ID number to, for display on other properly configured subscriber unit displays and shall present the Unit ID and other Unit information in the System's master user database on the console client pre-configured for that User's operating environment.

Call Alert: The System shall allow properly configured and authorized Subscriber radio and console Users to "page" an unattended radio (i.e. on the System's control channel, but the User is not nearby to answer the radio call).

Private Conversation: The System shall allow Private Conversation only with the approval of the STARCOM21 Advisory Subcommittee and/or its designee.

System Scan:

The System shall support the scanning of talkgroup modes on this or another, compatible, trunked radio system for voice channel activity.

At the State's direction, the System shall support the State's assignment of talkgroups labeled PRIORITY and "Primary Dispatch" as "requested" talkgroups. A "requested" talkgroup is defined as a talkgroup based radio communication that will be automatically routed by the System to one or more pre-programmed sites or simulcast cells within the System. This is independent of how Users being supported by that site or simulcast cell at any time are particularly configured and operating, irrespective of the number of Users. This functionality is subject to the following conditions:

- A voice channel must be available (unused);
- User Units must be on the System and not on a conventional channel;
- The site where the User is affiliated is in "wide area trunking" mode

Motorola Solutions will maintain the System fleetmap established by the State to include a unique PRIORITY and Primary Dispatch talkgroup for each State District. Revisions made past Contract Execution and ongoing must be submitted to Motorola Solutions for review to determine if the revision will adversely affect Grade of Service. If the revision has been determined to negatively impact the Grade of Service, Motorola Solutions will provide the results to State and Starcom Advisory Subcommittee and produce an Infrastructure Expansion cost or an agreed solution by both parties. The infrastructure equipment cost required to add, upgrade, or reconfigure site capacity of the network for any revision, may

be negotiated between Motorola Solutions and State. Any negotiation shall be subject to prior approvals and the Illinois Procurement Code. In addition, any use by Motorola Solutions of State-owned real estate in conjunction with Infrastructure Expansion will follow the process described in Attachment F, Section 4.3.5.2. Motorola Solutions shall program the requested talkgroups according to the approved fleetmap as follows:

- For every site or cell geographically placed entirely inside a given ISP District boundary, Motorola Solutions shall program and maintain each of these locations with the given District's PRIORITY and "Primary Dispatch" talkgroups. These sites or cells shall also be programmed and maintained by Motorola with the PRIORITY and "Primary Dispatch" talkgroups from every other District that shares a common geographic border with the given District, as established by the State.
- For every site or cell geographically located either partly or entirely outside a given ISP District boundary, but capable of providing contractually compliant coverage for that given District, Motorola Solutions shall program each of these sites or cells with the given District's PRIORITY and "Primary Dispatch" talkgroups established by the State.

Radio Traffic Management: The System shall be able to manage radio traffic on a talkgroup basis, through "message-trunking" with PTT identification, or "transmission-trunking", or both together at the same time. In message-trunking, the System shall hold a working channel granted to a User for short period to improve subsequent PTT access times for those same Users on that talkgroup. During transmission trunked operation, the System shall immediately make available the working channel used by a talkgroup for other radio traffic, without the added hold time. The hold time to optimize the System's overall system level (Grade-of-Service}, and the combination of message and transmission- trunking management for specific talkgroups, shall be adjustable and reconfigurable by Motorola Solutions at the direction of the State at no additional cost as User needs change and expand throughout the Contract Term.

Group Radio Traffic: The System shall provide the State the ability for radio and console Users to initiate and participate in "group" (one-to-many) radio traffic by selecting a talkgroup on the radio or console client. The State, assignable on a talkgroup basis, shall be capable at no additional cost of directing Motorola Solutions to reconfigure the System to use "Fast Start" or "All Start".

Announcement Radio Traffic: The System shall provide the State the ability for radio and console Users to initiate and participate in group (one-to-many) "announcement" radio traffic across different talkgroups simultaneously, employing either of, but not both concurrently, two modes at the selection and discretion of the State, "Interrupt" or "Wait". Otherwise the system will revert to the talkgroup calls after the Announcement call. While in announcement mode, all talkgroup traffic shall be heard by each User participating on the announcement call on a first-come, first-served basis, not System-wide, but on a Zone-basis only.

System Access Setup Time: Under normal System radio traffic and coverage conditions, no "busy/queuing" of radio traffic, and with no external RF interference, the System shall perform according to the following maximum System access setup response times as measured in milliseconds between the instant a radio or console User depresses their PTT switch, and the instant the System responds to that User that their audio is tuned to a working voice channel:

- Radio-to-radio, simulcasted 800
- Radio-to-radio, single-site 650

- Console-to-radio, simulcasted 500
- Console-to-radio, single-site 500
- Radio-to-console, simulcasted 800
- Radio-to-console, single-site 650

Frequency Re-use and Blocking: When required for system loading and/or coverage issues, Motorola Solutions shall maintain a System configuration such that licensed frequencies placed into operation in the System are re-used dynamically and automatically at adjacent or nearby sites, both in simulcasted and multi-site RF environments, without interference. When a shared frequency at one site is assigned to a radio user as a working voice channel, the System shall automatically preclude adjacent or nearby sites from using the same frequency to avoid harmful interference.

System Telephone Interconnect: The System shall not be configured with telephone interconnect for any federal, state, county, or local public safety User on the System without the express written approval from the STARCOM21 Advisory Subcommittee and/or its designee.

4.5.2.1 Encryption

Motorola Solutions shall provide encrypted voice radio communications for specific talkgroups within the System as identified by the current User fleet-map. The System shall be configured to accept the Project 25 encryption scheme, AES-256 as the standard, default choice for system encryption. User Agencies may elect to use other P-25 compatible encryption schemes as their operations require and the System supports. Every channel at every site within the System shall be equipped to process encrypted communications. Encryption shall not have any effect on service level, RF coverage, voice audio quality, resource and site availability, and functionality, delivered by the System.

The System shall pass all encrypted voice radio communications in encrypted format within the infrastructure (i.e. decryption shall be performed only by mobile, portable, and desktop control station radio Units equipped with encryption modules.) Under normal operations, no encrypted voice radio communications shall be directed to radio consoles or to the voice-logging recorder. If the User elects to pay for this option, Motorola Solutions shall provide encryption capability to the radio consoles and/or voice-logging recorder.

The System shall be capable of implementing up to 4,095 different encryption keys at any one time on the System. The system shall be capable of implementing "over-the-air rekeying" capability as defined by prevailing APCO Project 25 standards for encryption. Once implemented, re-keying shall be accomplished through a separate, centralized facility such as an additional server on the System, and accomplished through the System Management platform, or the radio control console client, specified under the Contract.

4.5.2.2 Seamless Roaming

The STARCOM21 Network shall support Seamless Roaming by all subscriber units, if those subscribers are programmed to operate in this manner. The system shall support the operation of Subscriber units as described below. The interaction between the system and subscriber units can be described as seamless roaming between radio tower sites or simulcast cells within each System Zone, as well as between the System's communication Zones. As Users affiliate with the System and begin to roam between different sites, simulcast cells, and Zones, it is permissible that there is a temporary increase in System

loading, depending on if Users roam to sites/cells that already have like talkgroup members affiliated. Motorola Solutions shall employ and maintain the following mechanisms on the System to reduce or eliminate these loading effects:

User Deregistration: As Users roam from one site/cell, they leave the coverage of their previously affiliated site/cell. As they do this, they shall be taken out of the System's database for that site/cell. This shall prevent the System from assigning a channel to a User who is not active at a particular site (also known as 'phantom loading'). If the User either changes their radio's operational modes to a conventional system or actually turns the radio off, the System shall de-affiliate the radio from that site/cell. The System shall automatically re-register the radio once it returns to the normal, trunked- radio mode. Recognizing that deregistration is not a P25 standard, this feature only applies to those radios operating under the deregistration protocol deployed on the System.

The System shall provide access to communications and functions in a smooth, uninterrupted manner while a given User moves geographically throughout the System. More specifically, the System shall automatically follow a radio Unit with pre-programmed roaming privileges to access different sites/cells as the User roams from site/cell to site/cell, District-to-District, or Zone to Zone. The System shall hand- off radio traffic from a Unit from one site/cell, District, or Zone, without interruption and without dropping radio traffic, call setup, or the User's registration/affiliation on the System.

4.5.2.3 Over-The-Air-Programming

Over-The-Air-Programming (OTAP) is a process where a Motorola Solutions manufactured subscriber unit is programmed over the air (RF interfaced) using the radio system network and approved customer programming templates to perform the programming functionality. Motorola Solutions manufactured subscriber units may also be read over the air.

Programming templates shall be managed and maintained for all users. The management and maintenance of programming templates shall require a process of updating and version control. All Users are responsible for their templates. When a User creates or modifies a programming template, a copy shall be sent to the STARCOM21 Managed Services Team for proper inclusion in a master template repository. The master template repository location shall be in a secure environment that shall be backed up routinely.

Any templates used for programming, via OTAP, shall reside in the master template repository so that only version-controlled copies shall be used. That practice shall limit the potential error of utilizing an incorrect template. All templates shall have a unique name and date field and shall be easily discerned as to who the User is based upon the unique name. Old versions of the templates shall be stored in an archive file for emergency use should a User wish to revert back to a previous version of a template.

The OTAP programming process shall be performed sequentially for multiple radios so coordination is a key element to accomplish programming of the radios in the most efficient manner. OTAP coordination shall be agreed upon between Motorola Solutions and the User. Details of the OTAP programming process shall be documented in the STARCOM21 System Administration Plan.

4.5.3 Interoperability

The original STARCOM21 System build-out provided interconnect control and use of the conventional radio communication systems located at each User Dispatch Center. At the State's direction, ISPERN may be patched to a dedicated PRIORITY talkgroup assigned in the System fleetmap on a per ISP District-basis. Interoperability channels may be patched to dedicated talkgroups in the System on a per User Dispatch Center basis. For future dispatch additions or changes Motorola Solutions may be contracted under a separate contract to equip and configure each User Dispatch Center with the interface resources necessary to connect, patch, group, control, and use these and other conventional channels located at each User Dispatch Center.

The System shall provide the capability to interconnect other digital and analog systems operating in the State that are compatible with the trunked System control protocols employed by Motorola Solutions for the STARCOM21 System subject to the approval of the STARCOM21 Advisory Subcommittee and/or its designee.

4.5.4 Data Messaging/Communications

The primary purpose of STARCOM21 is to provide mission-critical voice communications. Data applications that may enhance User productivity and/or provide improved spectrum efficiency will be considered for use on the network but each application must be reviewed and approved by the Advisory Subcommittee and Motorola Solutions. In all cases, data traffic on STARCOM21 will have a lower priority than voice traffic.

4.5.4.1 Network Access

Data applications that run on STARCOM21 voice channels are not allowed unless otherwise approved by the Advisory Subcommittee and Motorola Solutions. Users that have access to additional licenses for data channels may request authorization to collocate station on STARCOM21 sites. Permission from site owners is required and subject to provisioning requirements described elsewhere in the contract. Access to STARCOM21 MSO's control and switching of voice traffic is allowed subject to negotiation and agreement with Motorola Solutions.

4.5.4.2 Status Messaging

Status messaging and other applications that run only on the designated control channels are allowed subject to an approved application by the Advisory Subcommittee. Additional airtime fees will not apply to Users that subscribe to voice services on STARCOM21 for the use of status messaging. Any User that may subscribe for Status messaging only would be subject to fees negotiated with Motorola Solutions.

If the User so chooses, Motorola Solutions shall, within a schedule mutually agreed between the parties, activate the ability to perform rudimentary non-verbal, status communications via pre-programmed, fixed data burst for control of functions such as "10-8", etc. over the System's control channel. The State shall define and Motorola Solutions shall incorporate into the User fleet-map the assignment and corresponding context (i.e. message text) of these non-verbal communications.

4.5.4.3 Authorized Data Functions

Certain applications that enhance security and or User functionality (i.e. GPS tracking, radio authentication etc.) may be approved by the Advisory Subcommittee and Motorola Solutions for use with appropriate spectrum. New GPS users shall be required to use Enhanced Data in their subscribers. Polling cadence for additions of GPS shall be reviewed and approved by Motorola to assure no detrimental system performance impact. The compatibility of User equipment and any costs associated with enabling User equipment to access these features are the responsibility of the end User equipment manufacturer. Motorola Solutions reserves the right to approve or reject deployment of any feature not specified in the P25 Standard or identified as a requirement in this contract. In certain cases, Motorola Solutions may elect to a one-time fee or recurring fee(s) for access to new features.

4.5.5 System Administration

4.5.5.1 System Management and Control

Motorola Solutions shall supervise, manage, control, maintain, and oversee, the System's performance, functionality, and availability. However, the State also requires that Motorola Solutions provide it with concurrent capabilities in order to oversee the State's use of the System. The State has a primary Network Operations Center ('NOC") in Springfield, Illinois, to centralize all "user-side" System monitoring, management, control, and administration of the STARCOM21 System. Subject to change, the State also has remote ("satellite") NOC's in locations in Northern and Southern Illinois strategically placed to support those general communications regions. All access to the STARCOM21 network management WAN must meet Motorola Solutions security requirements and be approved by Motorola Solutions. Motorola Solutions shall provide the following System management and supervisory control capabilities, equipment, and services, for use by the State at the respective locations identified.

A. Partition

The System shall operate in a partitioned manner, with Motorola Solutions establishing talkgroups, priority levels, activation/deactivation of programmable features, assembly of reports, etc. according to assignments established by the State, as specified below.

The basic System may serve State agencies/entities through the use of shared physical infrastructure, but the State shall retain control over the programmable Systems functions of its fleet and shall retain non-pre-emptible control over its protected frequency set.

1) **"Security Partitioning"** shall permit the State to configure, control, and monitor how hierarchal priorities are assigned to different user talkgroups. Within the System, every configurable item, such as radios and talkgroups, shall be assigned to a "Security Group". The configuration items shall be capable of being assigned to different Security Groups in order to give control over these items to different System management platforms distributed throughout the user-side of the System. In this arrangement, Users shall only access information on subscriber and infrastructure objects that are in Security Groups to in the System to which they have been assigned. The State's Users may only access information on subscriber and infrastructure objects than are in Security Groups to which they have been granted access by the State System Administrator.

2) **"Channel Partitioning"**. If the State System Administrator or designee elects, Motorola Solutions shall provide channel partitioning, which shall allow the State to segregate groups of RF channel/frequency resources located in each cell (i.e. single repeater site or simulcast region), and then direct radio traffic to one or more of these groups of channels, based on trunked talkgroup assignment. This function, also referred to as "talkgroup steering", shall allow different State user-groups (e.g. ISP vs. other State Agency Users) to share the System's fundamental transport, trunking control channel, and other assorted "subscriber services" capabilities specified herein, while assigning and managing the RF resources (i.e., working voice channels) specifically allocated and assigned to each State user-group. Channels at a given site shall be capable of being configured to be part of a partition group, or State user-group. The number of possible State user-groups as defined herein shall be 100. The approach shall allow different State agencies to be steered to a distinct set of working RF channels/frequencies.

Emergency calls initiated by a particular initially shall remain with the channel partition assigned to that User's talkgroup. However, should the User's emergency radio call be unable to acquire a free working channel within its User Group, and the System in operating in "top-of-queue" mode, the System shall transmission-trunk calls on all channels that the emergency request could use. If the System is operating in "ruthless preemption" mode, the emergency request shall only be allowed to preempt calls from its own User Group. If all channels associated with a User group are filled, the emergency radio call on that User group shall be allowed to access any working channel outside the working group.

Channel partitioning shall support all trunked voice services: talkgroup, announcement group, System-wide, and private (individual) call. For most services, with the exception of private call and announcement group call, channel partitioning shall only affect the accessibility of channels, and shall not force changes to the System's functionality or performance otherwise supporting voice radio traffic.

Use and control over this functionality shall be provided to the State from one of the System management and control platforms specified hereunder.

B. Remote Diagnostics (System Supervision)

Motorola Solutions shall maintain System supervisory platform that provides a complete view of the status of the entire System. The platform shall support auto-discovery of radio infrastructure and equipment, support fault reporting from proxy and third party approved inter-networking equipment, and third party Simple Network Management Protocol (SNMP-2 or SNMP-3) based agents. The System supervisory platform shall be configured by Motorola Solutions to monitor all internetworking equipment, including channel banks and cards, for all such equipment supplied by Motorola Solutions. Motorola Solutions shall integrate with the System supervisory platform a host gateway for a site alarm monitoring platform designed to supervise various discrete alarms, such as low UPS battery, equipment room door open, tower light out, etc.

System Supervision: The System supervisory platform shall be maintained for the State with the following functionality and features:

- A centralized view of the System state and fault conditions of the entire STARCOM21 Network.
- An intuitive graphical user interface (GUI) with multiple subsystem topology maps.

- Configuration, fault and performance management of the routers, Ethernet switches, hubs, etc. used in the STARCOM21 System, where possible.
- The ability to forward both System supervision and site alarm events automatically to other, "enterprise-level" network management nodes, located remotely from the State's NOC, and directed in a pre-programmed manner to Motorola Solutions and State personnel via an auto- notify system.

Site Alarm Platform: Motorola Solutions shall maintain the site alarm platform, accessed through a gateway on the System supervisory platform, for the State with the following functionality and features:

- Proxy agent to the System supervisory platform by forwarding information from site environmental devices, as well as other Motorola Solutions-approved third parties, from remote tower and internetworking sites in the STARCOM21 System.
- Remote terminal units (RTUs), installed at each remote tower site and internetworking site, connected to the Network radio equipment, transport infrastructure equipment, and site environmental (e.g. HVAC) equipment, backup power, etc. to gather and relay ultimately to the site supervisory platform event, alarm, and status information where such alarms shall be displayed for the State. Each RTU shall be provided with digital, analog, and discrete inputs, and relay outputs for control of external devices.

The System management platform shall allow the State up to two login sessions statewide through a System manager client. Additionally, System management user sessions shall be accessible through any Motorola Solutions provided user terminal properly connected and configured in the System. Each Zone shall have a System management platform server assigned to monitor alarms. The server at the primary CMSO shall be designated as the "System-wide" or master server. The maximum simultaneous UEM application sessions is 16 per system.

System events generated by the RTU shall be presented to the State Agency Users on the System supervisory GUI, and on System performance and event reports produced and printed by the State.

Motorola Solutions supports System supervisory clients hosted on a computer workstation with a minimum 20" LCD display. Each workstation shall contain the supported hardware and software for the system release the network is currently operating on. Each workstation shall be supplied with a keyboard, pointing device (mouse or trackball), and integrated audio speakers.

C. System Security Partitioning

All System management platforms deployed for the State herein shall have multiple levels of logon- oriented security (i.e. authenticated user name and passwords). Any databases used by the System to maintain field radio, console, and System management platform access shall also be partitioned to allow limited access to selected records.

Motorola Solutions shall provide the State the ability to de-activate specific mobile and portable radios affiliated on the System. This capability shall be included with the Radio Control Manager module specified herein. Motorola will provide training in the use of this and assistance in access to State System Administrator or designee. For the avoidance of doubt, the training is not intended to impose legal obligations on the State. To the extent any training purports to impose any legal obligations on the State, such language is not

binding on or applicable to the State; in no instance shall this clause constitute a waiver of the Parties' obligations described in this Agreement.

D. Centralized System Management

Motorola Solutions shall be solely responsible for System management. In the event of an emergency or with Motorola Solution's prior permission, the State may temporarily share the ability to act in the capacity of a System manager.

Motorola Solutions shall maintain for the State a System management platform that provides the ability to add and revise talk groups at any time. During the Contract Term, these abilities shall be limited to browse-only functionality.

The System management platform shall have the ability to allocate channels at some previously specified sites that use frequencies of adjacent or very near sites. These additional channels shall not be usable if they are currently in use at these other sites. This capability is called Dynamic Frequency Blocking, and it shall allow the State to implement additional channels at sites and not use them unless required. This can be configured in the System management platform by Motorola Solutions for the State.

Motorola Solutions shall support for the State one (1) System management client per System Zone, located at each State master site. Motorola Solutions shall support each System management client hosted on a computer workstation with a minimum 20" LCD display. Each workstation shall contain the supported hardware and software for the system release the network is at currently operating.

The System management terminal shall provide the State the various services described by the various platform modules below:

1. **Configuration Management:** The System management terminal shall allow the operator of the terminal to specify the operational parameters of logical and physical devices (sites, talkgroups, fixed Network repeaters, site controllers, radio profiles, and radio user profiles) used within the System. The configuration management module's services are further categorized into subscriber management and infrastructure management. Centralized functions and features provided to the State through subscriber (user configuration) management services in this module include:

- Configure mobile and portable radios, talkgroups, "critical" radio sites, adjacent control channels, inter-Zone channel assignments, security information, group and radio Unit ID "home-Zone" assignments, and selected System-level parameters. Changes to these parameters from a single, central System management location shall automatically propagate throughout the System and distributed to the specific System elements and user items affected.

- These parameters shall be replicated in a distributed manner within the Systems, such that if the database containing these user configuration parameters somehow become corrupted or the hardware that hosts these parameters fails, the System shall continue to operate properly using the parameters set by the State and/or Motorola Solutions. Once Motorola Solutions remedies the failure to the user configuration database, the capabilities within the System shall allow the database to be reconstructed using the System's distributed parameter settings.

Infrastructure management shall be accomplished through a "Zone manager" such that changes made by the operator of the System management terminal shall affect one of the

Zones within the System. During the Contract Term, the State's abilities shall be limited to browse-only functionality.

Utilities within the configuration management module(s) shall install talkgroup and individual radio Unit alias information into all console positions operating on the System.

2. **Fault Management:** The System management terminal shall allow the operator of the terminal to monitor the status and status history of critical infrastructure elements, subsystems, and components by displaying fault information and, where applicable, perform fault diagnostics, for a given Zone, on a Zone-by-Zone basis. Specific capabilities resident in this module includes:

    - Viewing current alerts and alarms in the Zone. The alarms/alerts shall be further categorized into levels based on criticality: CommFailure, Critical, Major, Minor, Warning, Clear; Info, and Unknown. All alerts and alarms will be data/time stamped. A short description shall accompany each alarm/alert. Up to 10,000 of the most current alarms/alerts shall be capable of being viewed.
    - Monitoring and displaying the overall "health" of any one Zone, or the entire System, by providing the State and/or Motorola Solutions alarm/alert, and technician message, histories for various infrastructure elements.
    - Displaying brief text messages, in additions to alerts/alarms, which convey explanatory information on radio traffic processing problems arising within a given Zone, to help expedite fault location, identification, and dispatch.
    - Providing remote diagnostics that allow the State and/or Motorola Solutions in the System to disable a failing device, enable devices that have been replaced or repaired, and set operating parameters for devices. During the Contract Term, the State's abilities shall be limited to browse-only functionality.
    - Facilitating an input method for the State and/or Motorola Solutions to add free-form textual notes for specific alerts and alarms. During the Contract Term, the State's abilities shall be limited to browse-only functionality.
    - Linking to a Zone-level System supervisory platform specified herein for coordination of alarm and alert status.

3. **Performance Management:** The System management terminal shall allow the operator of the terminal to monitor, control, and optimize, System resources (channels), including real- time management of channels within a given Zone through three principal User displays:

    - A screen that presents channel/site status, radio user and talkgroup activity, and radio traffic by type of radio call, according to a variety of user-configurable settings.
    - A screen that presents channel utilization, queuing/busy count, average sites per radio call, radio traffic activity within a Zone. The screen will also provide additional graph display templates capable of presenting other, user-configurable radio traffic information.
    - A screen that displays in real time the current "affiliation" and number of radios and talkgroups to a given site within a given Zone.

4. **Accounting Management:** The System management terminal shall allow the operator of the terminal to report radio Users' demand on radio System air-time/resources. This information shall be reduced to one of the MIS reports specified herein.

5. **Security Management:** The System management terminal shall provide the operator of the terminal a facility to provide access to, and maintain privacy of, information contained

within the System. Hierarchal access privileges shall be established according to State and/or contractor-configurable user logon credentials. Within the System, every user-configurable item such as user radios and talkgroups shall be assigned to a "Security Group". The arrangement of Security Groups shall organize such logical or physical elements of the System such that access to such will be determined according to a user's System management-platform logon credentials. Credentials shall establish not only the breadth and depth of information a user may access, but also whether such information may be altered by that user.

6. **Radio Control Management:** The System management terminal shall allow the State and/or Motorola Solutions to access various dispatch (telecommunicator) commands, such as dynamic regrouping, selective radio inhibit. The radio control management ("RCM") module shall be delivered and installed with the following functionality and features:

    - A Graphical User Interface (“GUI”).
    - An on-line "help" facility to aid in user reference and training.
    - Usable across multiple Zones.
    - Ability to use the RCM module from a radio control console.
    - Monitoring of in-bound radio traffic, such as emergency alarms, radio checks (central validation of the affiliation of a radio to a specific site in the System), and in-bound, non- verbal status messages, from specific mobile and portable radios.
    - Control of out-bound radio traffic, such as ad-hoc and pre-arranged dynamic regrouping (temporary assignment of and access by one or more radios into a talkgroup not otherwise programmed into each radio), cancellation of dynamically regrouped arrangements, selective radio inhibit and cancellation (disabling a specific radio affiliated with a site from functioning on the System, and reactivating a disabled radio, both "over- the-air"), and controlling a radio's access to specific functions by locking/unlocking the ability of the User to access such through the radio's selector switch/knob.

4.5.5.2 System Administration Plan (SAP)

The State and Motorola Solutions shall maintain a joint System management, supervision, and reporting administration plan for the STARCOM21 System. The plan shall address and define the site and System alarms, and their corresponding plain-English descriptors to be configured by Motorola Solutions into the System management and supervisor platforms used by Motorola Solutions, and installed by Motorola Solutions for Customers, and specified herein. The plan shall also address and define the types, periodicities, formats, and distribution, of the various System activity (i.e. MIS) and System maintenance action reports Motorola Solutions shall provide the State during System use through the Contract Term. The plan shall also describe and define the policies, processes, and procedures through which Additional Users join and use the System. The SAP may not expand the obligations of either party beyond those contained in the contract. In the event of a conflict between the SAP and the contract, the terms of the contract shall prevail.

Motorola Solutions and the State will cooperate to keep current the plan throughout the Contract Term as System support and responsibilities change. The SAP will be archived on the STARCOM21 Repository online web site.

4.5.6 System Configuration Control

4.5.6.1 Configuration Management

Configuration Management encompasses all operational parameters of STARCOM21's logical and physical devices, such as master sites, base sites, talk groups, repeaters, site controllers, radio user IDs, radio user profiles, and all other parameters required for proper operation of the STARCOM21Network. Configuration parameters establish every device's function in the Network , what the device is expected to do, limits to the device's is allowed to do, and how the device will interact with other devices. Configuration parameters are replicated in multiple places, within the network. In addition, configuration parameters can be pushed down from the Motorola Solutions CMSO. This ensures that, in the event of a device failure, a replacement device can be quickly re-programmed. All configuration parameters are regularly backed up.

Motorola Solutions manages the STARCOM21 Network in accordance with the policies established by the Advisory Subcommittee. All network and subscriber changes are propagated through the network and logged for tracking purposes.

Motorola Solutions configuration management software application allows end-user control of operational functions, including:

- Talk Group Site Restriction
- Individual Site Restriction
- FastStart Call Setup by Talk group
- AIIStart Call Setup by Talk group
- Home Zone Mapping
- MultiGroup
- Talkgroup
- Adjacent Control Channel Lists
- Security Group
- Storm Plans

4.5.6.2 Security Management

A. Password and Access Control

All system management platforms deployed for STARCOM21 have multiple levels of logon-oriented security (i.e. authenticated user name and passwords). Any databases used by the System to maintain field radio, console, and System Management platform access are accessible only by authorized personnel. All changes are logged. Periodic password changes are mandatory for all users. The Motorola Solutions System Manager has control and responsibility for maintaining password control and integrity. The State STARCOM21 System Administrator shall be advised and updated, on a mutually agreed upon schedule, of activity related to password and access control.

B. Database Security/Backups

Motorola Solutions will maintain a database backup plan that includes the daily/monthly backup schedule and types of storage medium. A minimum of one copy of all databases is

kept adjacent to the host computer. Additionally, copies of all databases are kept at a separate, secure facility with appropriate geographic separation.

4.5.7 System Testing

Prior to implementation of major System releases, Motorola Solutions shall pre-test software loads in a simulated configuration to minimize the risk of system outages and disruptions. New features are pre-tested prior to deployment or deployed in a Beta test environment until proper operation is verified. Upon completion of System upgrades functional tests are performed to verify proper operation. Motorola will provide verification to the STARCOM21 Advisory Subcommittee that new features are working as described. Advanced notice to the Advisory Subcommittee shall be made prior to new features getting added to the system.

4.6 RADIO DISPATCH CONTROL CONSOLE REQUIREMENTS

4.6.1 Dispatch Control Center

The Users operate numerous radio dispatch control centers across the State. Most centers operate 24 hours per day, 365 days per calendar year. The STARCOM21 ASTRO25 System Architecture will support dispatch centers across the network both in a direct interface on a Motorola Solutions Certified platform and via control base interface to a dispatch console.

4.6.2 Radio Control Consoles

The STARCOM21 ASTRO25 System Architecture will support certified console configurations and any changes to those configurations that are utilizing standard features and functionality that meet system release requirements.

Below is an example of a STARCOM21 console operating position configuration. The specific configuration will be per the requirements of the procuring agency to meet that agency's need at the time of procurement and in the best interest of the State.

A typical STARCOM21 console operator configuration could include, but is not limited to:

- Personal Computer and monitor, dispatch console software, dispatch console furniture, speakers, mounting/installation hardware, microphones, headsets, foot pedals, uninterruptible power supplies, desk sets, instant recall recorders, and control bases.

Motorola Solutions shall support and maintain the use of an application program interface (API) from the radio console software. Motorola Solutions shall provide the means to interface a computer-aided-dispatch (CAD) solution to the radio dispatch consoles.

SECTION 5

ATTACHMENT G - CYBERSECURITY

5.1 SOLUTION OVERVIEW

The STARCOM21 Motorola owned network core components utilizes our ActiveEye security platform along with 24x7 support from specialized security technologists, to monitor the STARCOM21 network core components against threat and intrusion.

The ASTRO25 Managed Detection and Response (MDR) features and services include:

- ActiveEye^{SM} Managed Detection and Response Elements.
- ActiveEye Security Management Platform
- ActiveEye Remote Security Sensor (AERSS)
- Internetworking Firewall
- Service Modules
- Log Collection / Analytics
- Network Detection
- Vulnerability Detection
- Security Operations Center Monitoring and Support

5.2 STATEMENT OF WORK – ASTRO MDR

5.2.1 Description of Service

Managed Detection and Response is performed by Motorola Solutions' Security Operations Center (SOC) using the ActiveEye^{SM} security platform. The SOC's cybersecurity analysts monitor for alerts 24x7x365. If a threat is detected, analysts will investigate and initiate an appropriate response.

SOC analysts rely on monitoring elements to detect signs of a potential threat impacting the STARCOM21 network and applicable Customer Enterprise Network (CEN) systems. These elements are described below.

If applicable, Motorola Solutions will provide Customer with administrative user credentials for the Services, such administrative user credentials will be accessed and used only by Customer's trained employees. Customer will be responsible for securing, maintaining and updating the credentials, access, and use.

5.2.2 Managed Detection and Response Elements

This section and its subsections describe Managed Detection and Response elements, and their applicability for specific infrastructure.

5.2.2.1 ActiveEye Security Platform

Motorola Solutions' ActiveEye[SM] security platform collects and analyzes security event streams from ActiveEye Remote Security Sensors (AERSS) in the STARCOM21 ASTRO 25 network and applicable CEN systems, using security orchestration and advanced analytics to identify the most important security events from applicable systems.

The platform automates manual investigation tasks, verifies activity with external threat intelligence sources, and learns what events will require rapid response action.

5.2.2.2 ActiveEye Remote Security Sensor

The AERSS sensors monitor sites for security events and pass security information to the ActiveEye platform.

AERSS integrate the ActiveEye platform with network elements, enabling it to collect logs from Syslog, as well as to analyze network traffic over port(s) and scan elements for vulnerabilities.

5.2.2.3 Internetworking Firewall

The Internetworking Firewall sits between the Demilitarized Zone (DMZ) and the Internet (or customer network leading to the Internet).

General Customer Responsibilities

- Cooperate with Motorola Solutions and timely perform all acts, that are reasonably required to enable Motorola Solutions to provide the services described in this Agreement.
  - Cyber Security Services often require active customer engagement. Therefore, Customer will assist, provide or perform items or actions as reasonably requested by Motorola Solutions. The information Customer provides to Motorola in connection with receipt must be accurate and complete to ensure timely and efficient performance of the Cybersecurity services.
  - Cyber Security Services and deliverables are limited by, among other things: nature of the security threats, the accuracy and completeness of information provided to Motorola; the level of effort utilized; and subjective judgments relating to relative risk and mitigation priorities which are inherent in any such services and may or may not be correct.

- Responding to Cybersecurity Incident Cases created by the Motorola Solutions Security Operations Center.

Customer will, to the extent applicable, mitigate risk to its operations and protect and preserve its computer systems, data environment, networks and Customer Data, including creation of operational workarounds, backups and redundancies. To the extent applicable, Customer will inform Motorola that backups and redundancies are not possible for certain elements of its systems or data. Except as otherwise described in the Agreement, Motorola disclaims responsibility for costs in connection with

any such disruptions of and/or damage to Customer's or a third party's information systems, equipment, voice transmissions, data and Customer Data, including, but not limited to, denial of access to a legitimate system user, automatic shut-down of information systems caused by intrusion detection software or hardware, availability or accuracy of any data available through the services, or interpretation, use, or misuse thereof; (d) tracking and location-based services; or (e) beta services, or failure of the Customer information system resulting from the provision or delivery of the MDR Service.

5.2.3 Service Modules

5.2.3.1 Log Analytics

The AERSS deployed in the system collects logs and other security information from applicable servers, workstations, switches, routers, Network Detection, and firewalls. This information is forwarded to the ActiveEye platform, which uses advanced analytics to identify signs of security incidents. If it identifies signs of a security incident, ActiveEye notifies the SOC for further analysis.

5.2.3.2 Network Detection

Network Detection is applicable to the RNI and CEN.

The AERSS supports Network Detection, constantly monitoring traffic passing across, into, or out of infrastructure. Network Detection analyzes traffic for signs of malicious activity in real time and performs packet level and flow level analysis to enable communications modeling. This information is used to identify anomalous behavior that is not captured by pre-defined traffic signatures, including traffic using encrypted connections. Network Detection forwards detected suspicious activity to the SOC for further analysis.

5.2.3.3 Vulnerability Detection

Vulnerability Detection is available for Motorola owned Control Room CEN components that can be scanned by the assessment tool integrated with the ActiveEye platform.

Vulnerability scans can be conducted as unauthenticated, authenticated, and/or agent based.

5.3 SECURITY OPERATIONS CENTER (SOC) MONITORING AND SUPPORT

5.3.1 Scope

Motorola Solutions delivers SOC Monitoring using one or more SOC facilities. The SOC includes any centralized hardware and software used to deliver this Service and its service modules. The SOC and its centralized hardware and software are housed within an SSAE-18 compliant data center.

Motorola Solutions' SOC is staffed with security experts who will use ActiveEye Security Management Platform to monitor elements integrated by service modules. In addition, SOC

staff will take advantage of their extensive experience to investigate, and triage detected threats, and to recommend responses.

The SOC receives system-generated alerts 24x7 and provides for support requests. Support requests are stored in a ticketing system for accountability and reporting. The SOC will respond to detected events in accordance with **Section 5.3.4**: Priority Level Definitions and Notification Times.

5.3.2 Incident Response

An Indicator of Compromise (IoC) is an observable event that Motorola Solutions Security Analysts have determined will jeopardize the confidentiality, integrity, or availability of the system. Examples of IoC include ransomware or malicious use of PowerShell.

When an IoC is observed by the Security Analyst, Motorola Solutions and the State will be responsible for the tasks defined in the following subsections.

Motorola Solutions Responsibilities

- Upon the identification of an IoC, notify the STARCOM21 Service Delivery team, DoIT Security, STARCOM21State System Administrator, and IEMA SWIC and initiate the escalation plan.
- Take documented, approved actions in an attempt to contain an IoC to the extent enabled via Motorola Solutions managed technology. Communicate to the STARCOM21 Service Delivery team any additional potential containment actions and incident response resources that can be taken across the STARCOM21 managed IT infrastructure.
- Perform investigation using the ActiveEye Managed Detection and Response integrated and enabled data sources in an initial attempt to determine the extent of an IoC.
- Document and share IoC and artifacts discovered during investigation. Motorola Solutions services exclude performing on-site data collection or official forensic capture activities on physical devices.

Customer Responsibilities

- Maintain one named Point of Contact (PoC) to coordinate regular team discussions and organize data collection and capture across the Customer and Motorola Solutions teams.
- If determined to be required by Customer, contract an Incident Response service provider to perform procedures beyond the scope of this Agreement such as forensic data capture, additional malware removal, system recovery, ransomware payment negotiation, law enforcement engagement, insurance provider communications, identify patient zero, etc.

5.3.3 Event Response and Notification

Motorola Solutions' SOC will analyze events created and/or aggregated by the Service, assess their type, and notify the STARCOM21 Service Delivery team in accordance with the following table.

Table 5-1: Event Handling

Event Type	Details	Notification Requirement
False Positive or Benign	Any event(s) determined by Motorola Solutions to not likely have a negative security impact on the organization.	None
Event of Interest (EOI)	Any event(s) determined by Motorola Solutions to likely have a negative security impact on the organization.	Escalate to STARCOM21 Service Delivery team in accordance with routine notification procedure. Escalate in accordance with urgent notification procedure when required by agreed-upon thresholds and SOC analysis. Notification procedures are included in Table 5-2: Notification Procedures.

Notification

Motorola Solutions' SOC will establish notification procedures with the STARCOM21 Service Delivery team, generally categorized in accordance with the following table.

Table 5-2: Notification Procedures

Notification Procedure	Details
Routine Notification Procedure	The means, addresses, format, and desired content (within the capabilities of the installed technology) for Events of Interest. These can be formatted for automated processing, e.g., by ticketing systems.
Urgent Notification Procedure	Additional, optional means and addresses for notifications of Events of Interest that require urgent notification. These usually include telephone notifications.

5.3.4 Priority Level Definitions and Notification Times

Motorola Solutions will analyze events created and/or aggregated by the ASTRO® 25 Managed Detection and Response services, assess their type, and notify the STARCOM21 Service Delivery team in accordance with the following table.

Table5-3: Priority Level Definitions and Notification Times

Incident Priority	Incident Definition	Notification Time
Critical P1	Security incidents that have caused, or are suspected to have caused significant and/or widespread damage to the functionality of ASTRO 25 system or information stored within it. Effort to recover from the incident may be significant. Examples: ▪ Malware that is not quarantined by anti-virus. ▪ Evidence that a monitored component has communicated with suspected malicious actors.	Response provided 24 hours, 7 days a week, including US Holidays.
High P2	Security incidents that have localized impact, but are viewed as having the potential to become more serious if not quickly addressed. Effort to recover from the incident may be moderate to significant. Examples: ▪ Malware that is quarantined by antivirus. ▪ Multiple behaviors observed in the system that are consistent with known attacker techniques.	Response provided 24 hours, 7 days a week, including US Holidays.
Medium P3	Security incidents that potentially indicate an attacker is performing reconnaissance or initial attempts at accessing the system. Effort to recover from the incident may be low to moderate. Examples: ▪ Suspected unauthorized attempts to log into user accounts. ▪ Suspected unauthorized changes to system configurations, such as firewalls or user accounts. ▪ Observed failures of security components. ▪ Informational events. ▪ User account creation or deletion. ▪ Privilege change for existing accounts.	Response provided Monday through Friday 8 a.m. to 5 p.m. local time, excluding US Holidays.
Low P4	These are typically service requests from STARCOM21 Service Delivery team.	Response provided Monday through Friday 8 a.m. to 5 p.m. local time, excluding US Holidays.

5.4 SOLUTION DESCRIPTION – PROFESSIONAL SERVICES

The STARCOM21 Service Delivery team will work with the Motorola cybersecurity services professionals to perform cybersecurity risk assessments.

5.4.1 STARCOM21 Site Information

Table 5-3: Site Information (Includes Starcom Cores Only)

Quantity	Site / Location	Service Type
1	Organization Level	NIST CSF Risk Assessment
4	Master Site	Physical Security Assessment Firewall Review Vulnerability Scanning - Internal

Backhaul environments are not included in the scope of our proposal.

5.5 SERVICE DESCRIPTION

5.5.1 Risk Assessment

NIST Cyber Security Framework (CSF) Security Program Risk Assessment

The NIST Cyber Security Framework (CSF) Security Program Risk Assessment is a professional service to evaluate an existing information security program against five core functions: identify, protect, detect, respond, and recover. The NIST CSF Security Program Risk Assessment will support the investigation of already established policies, standards, procedures, and Starcom21 technologies and align these practices with the NIST CSF functions. The outcome of the assessment will allow Motorola to understand its state of compliance, provide insight into gaps that have been identified in the security program with respect to the NIST CSF functions and provide remediation recommendations for the organization to improve upon.

The assessment will provide STARCOM21 Service Delivery team with visibility into how its existing IT Security standards stand up against the NIST CSF Review to:

- Identify potential gaps
- Define the risk associated with the gaps
- Offer specific advice on how to remediate the gaps

5.5.1.1 Vulnerability Scanning – Internal

Regular vulnerability scanning and analysis is a fundamental monitoring control in a comprehensive information security program. It provides an understanding of the degree to which the STARCOM21 network infrastructure is well controlled and secure from public threats.

Objectives

Vulnerability scanning can include any combination of the following goals:

- Understand their exposure to known vulnerabilities through Internet-facing systems.
- Understand their exposure to internal server and/or system compromise through known vulnerabilities.
- Understand the effectiveness of their patch management program.
- Understand the effectiveness of their system hardening procedures.

- Have an independent third-party assessment of their vulnerability state.
- Assess and quantify existing vulnerabilities in tested systems and provide remediation strategies.
- Establish a baseline of the network for future vulnerability assessments.

For each issue discovered during vulnerability scanning, Motorola provides detailed vulnerability and remediation information to assist with planning next steps and remediation activities to address the issues discovered. This includes:

- Definitions of the risk severity levels, and potential consequences posed by a vulnerability.
- Recommended procedures for remediating each vulnerability. These are provided in Motorola's easy-to-use Vulnerability Assessment Detail Analyzer provided in a Microsoft Excel format. This Analyzer can be used to perform additional data analysis and gain additional insight into the environment.

5.5.1.2 Firewall Review

Review firewall configuration files in order to determine whether there are any misconfiguration or security weaknesses that would allow traffic from external sources to bypass security restrictions and enter the network, as well as whether traffic is allowed to leave the network undetected.

Large number of checks performed, including authentication services and settings, time synchronization, message logging, network interfaces, etc.

5.5.1.3 Physical Security Assessment

Locating gaps in facility security and determining what risks are associated with them requires specialized training that can be expensive to maintain on staff. Motorola Solutions can provide an evaluation by a facility security expert, giving the benefit of expert assessment without the costs of recruiting and retaining personnel. Motorola Solutions' expert assesses the efficacy of security controls and procedures and provides a report outlining potential security risks and ways to mitigate them.

5.5.2 Reserved

5.5.3 Service Limitations

Cybersecurity services are inherently limited and will not guarantee that the STARCOM21 system will be error-free or immune to all security Breaches as a result of any or all of the services described in this Agreement. Unless specified in a SOW, Motorola is not retained to provide expert advice.

Motorola Solutions is not obligated to remedy, repair, replace, or refund the purchase price for the foregoing disclaimed or excluded issues. However, subject to prior Customer approvals and the Illinois Procurement Code or other appliable laws, Customer and Motorola Solutions may agree that Motorola Solutions may provide Services to help resolve such issues, in which case Customer, subject to the same approvals and laws, will reimburse Motorola Solutions for its reasonable time and expenses, including by paying

Motorola Solutions any Fees set forth in an Ordering Document for such Services, if applicable.

5.5.4 Processing of Customer Data in the United States and/or other Locations

Customer understands and agrees that data obtained, accessed, or utilized in the performance of the services may be transmitted to, accessed, monitored, and/or otherwise processed by Motorola Solutions in the United States (US). Customer and Motorola will provide, obtain, or post any necessary approvals, consents, or notices that may be necessary to comply with all applicable State and Federal laws. "**Customer Data**" means data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Motorola Solutions' provided Services.

5.5.5 Third-Party Software and Service Providers, including Resale

Subject to the Agreement, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicensable, and non-exclusive license to use the subscription Services identified in this Statement of Work and the associated documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in the Contract and will continue for the applicable Contract Term. Customer may access and use the subscription Services only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that, if applicable, Authorized Users using authorized mobile or handheld devices may also log into and access the subscription Services remotely from within the US. No custom development work will be performed under this Contract or Statement of Work.

Motorola Solutions may use, engage, license, resell, interface with or otherwise utilize the products or services of third-party processors or sub-processors and other third-party software, hardware, or services providers (such as, for example, third-party endpoint detection and response providers). All third-party to this agreement must be based in the US; Services provided under this Agreement must be provided from within the US. Such processors and may engage additional to process personal data and other Customer Data. In no instance shall any data leave or be processed outside the U.S. Customer agrees and acknowledges that Motorola deploys a third-party endpoint detection and response (EDR) application that detects and blocks malicious activity. It creates a summary event log and which generates security-relevant telemetry data for analysis. No raw customer data is processed as part of this process.

Customer understands and acknowledges that the use of such third-party products and services, including as it relates to any processing or sub-processing of data, is subject to each respective third-party's own terms, licenses, EULAs, privacy statements, data processing agreements and/or other applicable terms. Such third-party providers and terms are available publicly, through performance, or upon request.

Customers and Authorized Users will comply with the applicable documentation and the copyright laws of the United States in connection with their use of the Services. Customer will not knowingly, and will not allow others including the Authorized Users, to knowingly:

1. make the Services available for use by unauthorized third parties, including via a commercial rental or sharing arrangement;
2. reverse engineer, disassemble, or reprogram software used to provide the Services or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Services or software used to provide the Services with other software;
3. copy, reproduce, distribute, lend, or lease the Services or Documentation for or to any third party;
4. take any action that would cause the Services, software used to provide the Services, or documentation to be placed in the public domain;
5. use the Services to compete with Motorola;
6. remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Services to store or transmit malicious code;
7. or, attempt to gain unauthorized access to the Services or its related systems or networks.

Motorola Solutions disclaims any and all responsibility for any and all loss or costs of any kind associated with security events related to third party products and services. Implementation of recommendations does not ensure or guarantee the security of the systems and operations evaluated.

5.5.6 Customer and Third Party Information

The Customer understands and agrees that Motorola may obtain, use and/or create and use anonymized, aggregated data relating to actual and potential security threats and vulnerabilities, for its lawful business purposes, including improving its services and sharing and leveraging such information for the benefit of Customer, other customers, and other interested parties. For purposes of this engagement, so long as not specifically identifying the Customer, the definition of Customer Data shall not include, and Motorola shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third party threat vectors and IP addresses, file hash information, domain names, malware signatures and information, information obtained from third party sources, indicators of compromise, and tactics, techniques, and procedures used learned or developed in the course of providing services.

SECTION 6

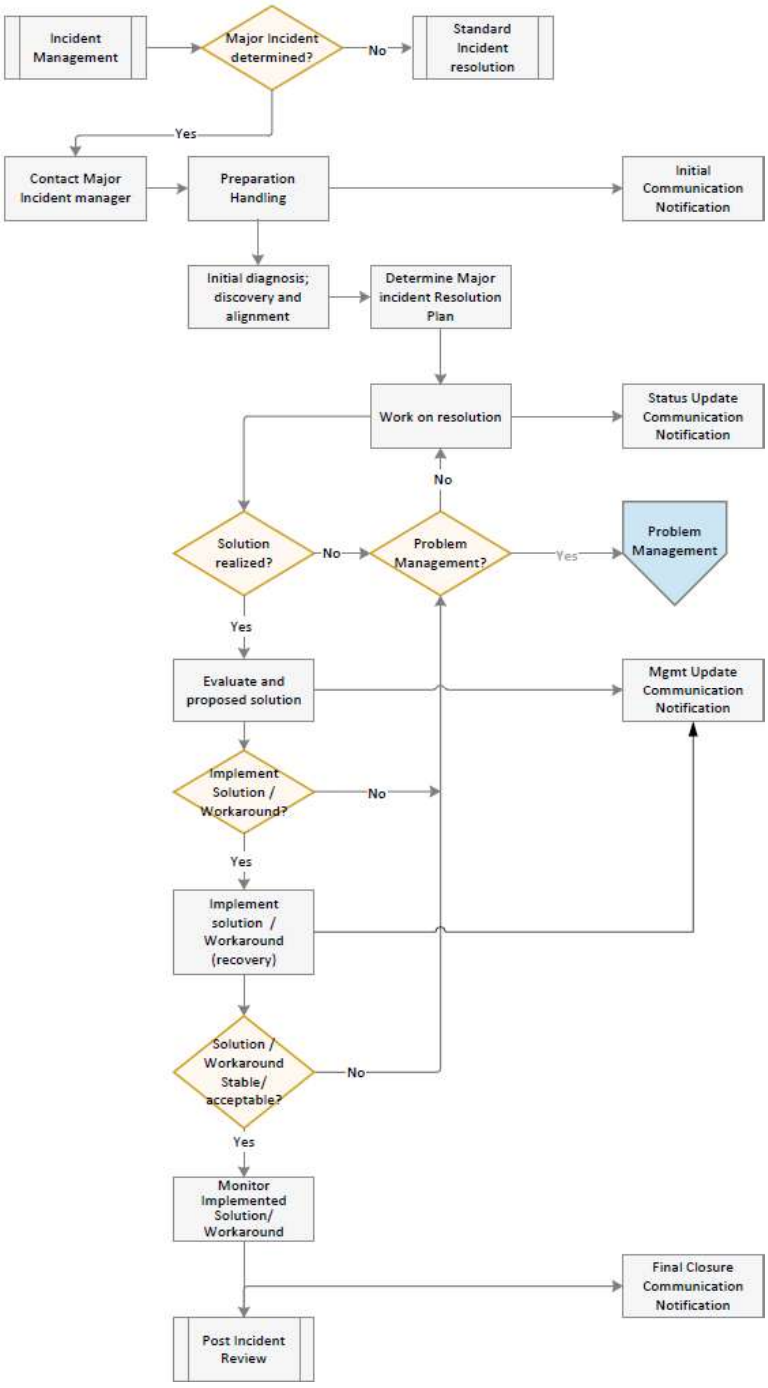
ATTACHMENT H - BUSINESS CONTINUITY/DISASTER RECOVERY

6.1 BUSINESS CONTINUITY

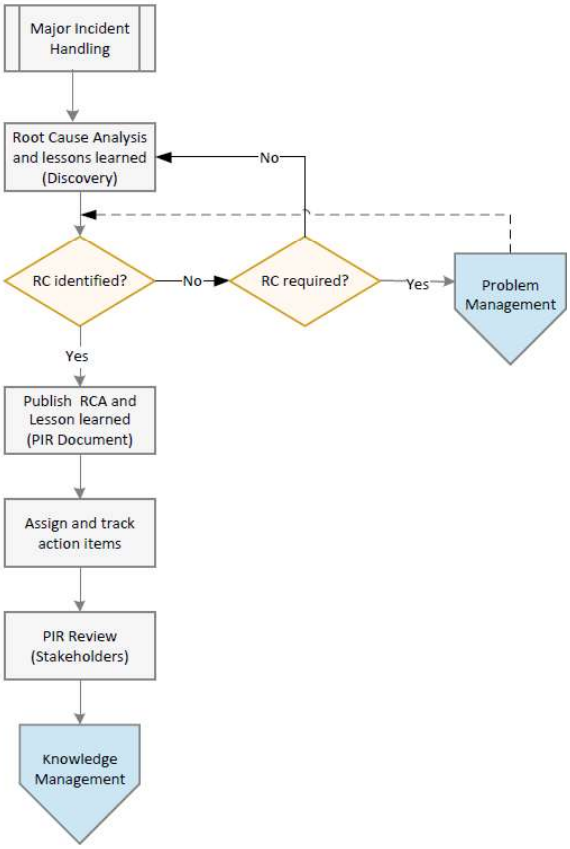
Motorola Solutions has business continuity, crisis management and IT disaster recovery plans designed to mitigate business interruptions. In addition, Motorola Solutions has a global supply chain with defined business continuity plans for ongoing delivery of products and services to its customer base in the event of a business interruption. Our plans are regularly maintained and tested. Motorola Solutions also proactively monitors global situations that could result in disruptions to its business.

Motorola Solutions will provide a sample program guide and plan template to external parties if required. The sample program guide provides instructions on how to implement a program and the plan template is the basis of our plans. Once a plan is completed, it is considered proprietary information and is not disclosed to external parties.

Major Incident Handling



Post Incident Review Process



The Motorola Solutions Centralized Managed Services Organization provides for Major Incident Management response.

A Major Incident activation typically indicates a critical disruption to a business or public service operation and presents a risk to Motorola Solutions, Inc.'s business. As such, it requires a response beyond the traditional Incident Management process.

When an event with the potential to cause catastrophic failure of services is identified, the Major Incident

Management Team may be activated for the Emergency Response protocol.

The Major Incident protocol may be activated by the CMSO support team when managing an Incident that involves any of the following:

- A country-wide impact,
- Impacts a VIP customer

6.2 DISASTER RECOVERY/OPERATIONS

The Disaster Recovery and System Restoration Plan shall be responsive to a major failure to the System infrastructure generally caused by Force Majeure events. Disaster Recovery shall not apply to long duration commercial power outages, road closures due to heavy snow, high winds, or other phenomena, that a well- designed and maintained Public Safety System should endure.

Motorola Solutions shall coordinate with tower suppliers, antenna and transmission line suppliers, generator and UPS repair venders, Backhaul Network providers, snow removal firms, and any other support organization needed by Motorola Solutions, to respond to, repair, and restore System functionality, during Force Majeure events. For example, In the event of an incident Motorola Solutions shall establish that repair/spare parts shall be acquired, and field maintenance labor shall be deployed on a 24/7/365-basis.

Motorola Solutions shall commence Disaster Recovery within 2 hours of request by the State's authorized representative. System Restoration shall be in accordance with instructions supplied by the State to Motorola Solutions.

Motorola Solutions shall be responsible to keep the Disaster Recovery and System Restoration plan current. A written copy of the plan shall be provided by Motorola Solutions as part of the Starcom21 System Administration plan. (company name, names of contacts and telephone numbers, etc.).

6.2.1 Site on Wheels

Sites on Wheels are fully equipped and self-contained deployable radio sites built on a trailer platforms. The State holds title and responsibility for the 4 Sites on Wheels. A Site on Wheels can be used to replace a damaged site, expand capacity for events, provide alternate backhaul or replace a failed generator. The 4 Sites on Wheels are equipped with satellite, LTE communications, and existing wired infrastructure.

Deployment authority for all State-owned Sites on Wheels is under State control. Requests for deployment of State-owned Sites on Wheels should be directed to the State System Administrator in accordance with the mobilization worksheet maintained in State SWIT. Remote Technical support related to Site of Wheels deployments are considered part of the basic STARCOM21 service provided by Motorola Solutions.

Users may elect to purchase Sites on Wheels for additional disaster recovery capability and/or event capacity. Users that elect to purchase Sites on Wheels, other than the State, will retain control of deployment authority. However, any such deployment must be coordinated with the Motorola Solutions System Manager to ensure proper operations and network integration. Purchasing of Sites on Wheels will be done in accordance with Attachment L

Training, maintenance support, SUA, and deployment services on the Site on Wheels Motorola ASTRO RF electronics equipment is provided for the State’s 4 Site on Wheels attached to the STARCOM21 network at no additional charge Motorola is responsible for the update of the Site on Wheels software related to radio frequency equipment. The State is responsible for connecting to the network and/or backhaul, transportation, storage and all third party items used within the Site on Wheels.

SECTION 7

ATTACHMENT I - GOVERNANACE

7.1 OTHER ADDITIONS, ENHANCEMENTS, OR MODIFICATIONS

Any additions, enhancements or modifications not covered in this contract. will be addressed through the change order process described under the standard terms and conditions of STARCOM21 Contract # CMT2028589.

7.1.1 System Management and Control

Motorola Solutions shall, under the direction, guidance, and oversight of the STARCOM21 Advisory Subcommittee and/or its designee and subject to the limitations on Motorola Solutions' authority set forth in this Attachment Hand the Contract or as required by applicable law, manage the day-to-day operations of the System.

A. Authority of Motorola Solutions as System Management Provider

1. Notwithstanding any other provision of this Attachment I, it is the Parties' express intention, understanding, and agreement that the State shall retain authority and ultimate control over the determination and implementation of policy decisions concerning the System and the preparation and filing of all materials with the FCC. The Parties also agree that the State shall retain unfettered use of and unimpaired access to all facilities and equipment associated with the System unless mutually agreed to between the State and Motorola Solutions.
2. In addition to those matters described in this Attachment I or elsewhere in the Contract requiring the State's prior approval, Motorola Solutions shall not have authority to undertake any of the following actions without the State's prior written authorization: (i) manage the System in a manner inconsistent with the provisions of this Attachment H or the FCC's rules and regulations; (ii) sell, trade, surrender, or attempt to modify the license(s) belonging to the State license holders providing resources and used as part of the System; (iii) sign or make with the FCC any filings concerning the System; or (iv) take any action that shall impede the State's unfettered use of or access to the equipment and facilities used in the operation of the System; (v) sub-lease space on State-owned property.
3. Subject to the terms and conditions described herein, Motorola Solutions has the authority and responsibility to enter into separate User contracts with non-State agency entities to provide STARCOM21 services. The terms and conditions of those User contracts will be as negotiated between the respective parties but in matters of conflict the STARCOM21 master contract shall take precedence.
4. Motorola Solutions shall not be responsible for the features, performance to specifications or coverage of radios provided by vendors other than Motorola Solutions. Any concerns raised about STARCOM21 Network performance, coverage compliance or

features must be verified utilizing Motorola Solutions Radios before Motorola Solutions will engage support resources.

5. Motorola Solutions shall not be responsible for the features, performance to specifications of LMR equipment provided by vendors other than Motorola Solutions. Any concerns raised about STARCOM21 Network performance, must be verified utilizing Motorola Solutions' LMR equipment before Motorola Solutions will engage support resources.

B. Responsibilities of the State

During the Contract Term, the State agrees to use its continuing reasonable best efforts to:

1. Make application for and/or attempt to renew all required FCC licenses and authorizations required for use and operation of 700 and 800 MHz frequencies on the system. At the State's request, Motorola Solutions shall assist in the preparation of such licenses and authorizations; provided, however, that in no event shall Motorola Solutions be an agent or representative of the State in FCC matters. The State is solely responsible for applying for and renewing all State FCC licenses and for complying with FCC and rules and regulations for the Contract Term.
2. Provide access and workspace reasonably requested by Motorola Solutions and other designated State personnel for performance of the Services and System expansion and improvement.
3. Provide access to information and documentation reasonably necessary for the successful performance of Services by Motorola Solutions, including strategic and other operational documentation related to the State's radio communication plans and requirements.
4. Institute Governance. In accordance with the State Police Radio Act (20 ILCS 2615/10) The STARCOM21 Advisory Subcommittee shall develop, maintain, and manage:
   A. The size and makeup of the voting membership of the committee when deemed necessary for improved public safety radio interoperability,
   B. An access application and review process designed to limit network utilization to only qualified users;
   C. Administrative and operational policies and procedures designed to promote the efficient use of the network and network resources; and
   D. Additional products and processes as it may determine necessary to the efficient and beneficial use of the network and network resources.

C. Motorola Solutions' Membership on the STARCOM21 Advisory Subcommittee

The STARCOM21 Advisory Subcommittee governs the manner in which System is used by governmental entities. Motorola Solutions is entitled to have two voting members of the STARCOM21 Advisory Subcommittee who shall be entitled to attend all meetings unless the State determines otherwise in its reasonable discretion. Under no circumstances shall the STARCOM21 Advisory Subcommittee require Motorola Solutions to take or perform any action(s) that may be in conflict with the Contract.

7.1.1.1 Collaborative Mechanism to Respond to Performance Concerns

A. General

The Parties shall address performance of either Party's obligations under Attachments C through J (other than Unexcused Zone Failures), the State's concerns about Attachments C through J, or the System, that do not constitute breaches of Motorola Solutions' obligations under Attachments C through J, and Motorola Solutions' concerns about this Attachment C and the System that do not constitute breaches of the State's obligations under this Attachment C in the following manner:

1. The State System Administrator and Motorola Solutions' System Management team shall work together to resolve the issue informally.
2. If either Party is dissatisfied with the standard resolution process its System Manager/Administrator or his or her authorized designee, it shall send the other Party an Incident Report which Motorola Solutions shall immediately log into the Case Management Database (to which both Parties will have real time electronic access) by assigning it in sequential number and identifying the location, time and date of the breach, incident or concern, the person reporting the problem and the Party required to respond. If either Party receives a communication regarding the System from anyone other than the other Party's System Manager/Administrator or his or her authorized designee, such Party shall refer the person making the complaint to the other Party's System Manager/Administrator. Motorola Solutions shall log all further actions relating to the Incident Report in the Case Management Database, identifying each entry with the number assigned to the Incident Report. In addition, either System Manager/Administrator may notify the other of a type or category of breach, incident or concern that should automatically lead to an Incident Report that will be sent to both Parties. The responding Party shall have five (5) calendar days to investigate and provide a written report back to the other Party a plan of action to respond to any performance concern or incident, including, without limitation, a firm timeframe for any actions to be taken. In both cases, the following options are then available:

   A. Should the receiving Party accept the responding Party's plan of action and the problem is resolved to the mutual satisfaction of the Parties within the allotted time proposed by the responding Party, the resolution shall be logged and recorded by both the State and Motorola Solutions as "corrected," and shall include a summary of the action taken to correct the problem, the time and date that the problem was resolved, and any measures implemented to prevent the issue from occurring in the future and to allow continuing improvement to the System. The State System Manager/Administrator and Motorola Solutions System Manager/Administrator shall each sign a Resolution Report to verify that there is agreement that the issue has been resolved.

   B. Should the receiving Party reject the plan of action presented by the responding Party, or if either Party is unwilling to sign a Resolution Report by the time specified in the plan of action, the receiving Party shall state why such plan of action or resolution is unacceptable and shall immediately, but in no case more than twenty four (24) hours, prepare a secondary plan of action to resolve the issue, working with the responding Party to the extent possible. Should the responding Party accept the secondary plan of action and the problem is resolved to the mutual satisfaction of the Parties within the allotted time proposed by Motorola Solutions, the State System Manager/Administrator and Motorola Solutions System Manager/Administrator shall

each sign a Resolution Report to verify that there is agreement that the issue has been resolved.

C. If the Parties cannot agree upon a secondary plan of action, or if the receiving Party is unwilling to sign a Resolution Report by the time specified in the plan of action, the receiving Party has the right, but not the obligation, to notify the responding Party that the issue was not resolved, and an entry will be logged into the Case Management Database showing that the issue is "unresolved."

SECTION 8

ATTACHMENT J - TRANSITION SERVICES

8.1 TRANSITION SERVICES

A. Transition Rights

1. Disengagement. The total Contract Term, including any renewal, extension or transition period shall not exceed ten (10) years. During the Contract Term and upon request of the State, Motorola Solutions shall provide the State with reasonable transition services ("Transition Services"), for up to thirty-six (36) months prior to Contract termination (the "Transition Period"), relating to the transition from Motorola Solutions to another network service provider or one in-house to State, all as designated by the State and at the State's expense, which Transition Services, unless otherwise directed by State, shall include all services necessary for an orderly transition from Motorola Solution's Services.
2. Cooperate. Subject to the Illinois Procurement Code and Prior approvals, the State will procure services from Motorola Solutions during the transition., Motorola Solutions shall cooperate with the State and all of the State's other service providers (including any replacement for Motorola Solutions designated by State) to ensure a smooth transition throughout the Transition Period, without any (unless pre-approved by the State in writing): (i) interruption of the Services; (ii) adverse impact on the provision of Services or the State's activities; or (iii) interruption of any services provided by third parties. It is also expected that Motorola Solutions shall continue to comply with the System performance and Service Level Agreement requirements as identified in **Attachment F, Section 4.4**. and **Attachment E - SLA** throughout the Transition Period unless as otherwise agreed to by the parties. Motorola Solutions shall promptly take all steps reasonably requested by the State to assist the State in effecting a complete transition. Motorola Solutions shall provide for the prompt and orderly conclusion of all work, as the State may reasonably direct, including completion or partial completion of some projects, documentation of work in process, and other measures to provide for an orderly transition to the State or the State's designee. Motorola Solutions shall cooperate with the State and all of the State's other service providers so that the transition causes only minimal impact on the provision of services by third parties.
3. Duration. Timing, duration, and method of Transition Services shall be by agreement of the Parties.
4. Charges. For extensions, as described above, of Services that the State was receiving from Motorola Solutions prior to the applicable termination date, the fees applicable to such Services will be charged at the rates the State was paying prior to such termination. For all other Transition Services, Motorola Solutions will not charge the State fees in excess of the Motorola Solution's then-standard rates. Promptly after the state's request for Transition Services, Motorola Solutions shall identify fees Motorola Solutions would apply to such Transition Services.

5. Additional Terms. Notwithstanding anything to the contrary in this Attachment C, termination of this Contract will not terminate, until expiration of the Transition Period, any licenses granted under this Contract that would have otherwise terminated on the date of such termination.

B. Rights Upon Termination/Expiration

At any time during the Transition Period or upon termination of this Contract the following terms shall apply:

1. Motorola Solutions Obligations. Motorola Solutions must within (18 Months) of notice, unless otherwise agreed to by the parties, from the State remove all of its property relating to this Contract, as applicable, from the State's premises.
2. Exit of State Facilities. Motorola Solutions shall exit all State facilities within a reasonable time.
3. In the event of a termination for any reason other than a termination for convenience in accordance with the Contract, the parties will negotiate which items should be retained by Motorola Solutions, which items should be transferred to the State based on payments made to date, and an equitable means of passing title to the fiber, microwave, satellite and related items provided by Motorola Solutions. The State acknowledges that it will be responsible for negotiating pricing and other terms & conditions applicable items provided by any third-party provider involved after the transfer. The State reserves the right to refuse the transfer of any item. In the event the State refuses to accept transfer of an item, Motorola has the right to terminate or dispose of any refused item as Motorola deems fit.
4. Use of State Resources: Motorola Solutions may continue the use of State-owned resources, tower sites, real estate, and interconnect communications transport for purposes of meeting its obligations upon termination to the same extent and with the same limitations provided in the Attachment F, Section 4.3.5 during the 18 Month transition period.

8.1.1.1 Purchase of the System

Valuation Procedure - In General. In the event of any expiration or termination of the Contract, the State shall have the option, subject to prior approvals and the Illinois Procurement Code, to purchase and license from Motorola Solutions all equipment, software, and other rights and assets owned by Motorola Solutions necessary to operate the System, excluding Motorola non-Starcom21 assets, and no other rights or assets, for the amount in cash that a ready, willing and able buyer would pay a ready, willing and able seller, neither being under a compulsion to buy or sell, taking into consideration anticipated revenue, costs, expenses and residual values, if any, all present valued to the date for which the valuation is being made (such amount, "Fair Market Value") using the following procedures (the "Valuation Procedure"):

A. The Parties shall attempt to negotiate an agreed Fair Market Value for a 30-day period unless otherwise agreed to by the parties, after the State has notified Motorola Solutions of its intent to acquire the rights and assets.

B. If the Parties do not agree during the 30-day period described in A) above, either Party may Notify the other Party that it has elected to institute an appraisal.

C. Within 30 days, unless otherwise agreed to by the parties, after a Party institutes an appraisal, both Parties shall select an appraiser capable of valuing the acquired assets and notify the other Party of its selection.

D. If one Party met its obligations in C) in a timely fashion and the other Party fails to do so, the appraiser selected by the Party meeting its obligations in a timely fashion shall determine Fair Market Value.

E. If both Parties fail to meet their obligations in C) in a timely fashion, this procedure will revert to A) above.

F. If both Parties meet their obligations in C) in a timely fashion, the two appraisers shall attempt to agree on Fair Market Value during the time period after the close of the 30-day period described in C).

G. If the two appraisers agree in a timely fashion, the amount determined by them shall be Fair Market Value.

H. If the two appraisers do not agree within the time period described in C), they shall attempt to select a third appraiser in the succeeding 30-day period.

I. If the two appraisers select a third appraiser in a timely fashion, the third appraiser shall determine Fair Market Value.

J. If the two appraisers fail to select a third appraiser in a timely fashion, either Party may request that the American Arbitration Association (or a similar organization if the American Arbitration Association no longer exists) select an appraiser. The appraiser so selected shall determine Fair Market Value.

K. All fees and expenses of the third appraiser and any appraiser selected by the American Arbitration Association (or its successor) shall be shared equally by the parties.

SECTION 9

ATTACHMENT K - PRICING

A. Calculation and Timing of Payment for Continuing Services

This State payment obligation is defined in the rate classification and airtime fee table, and per the Minimum Loading Rate Adjustment Table, provided below. All payments will be made monthly in accordance with **Attachment K – Pricing** and the Contract.

1. Pricing for STARCOM21 Contract

State Agencies, other Government Users (any governmental entity other than a State agency) and eligible Non-Governmental Users (as defined in **Attachment L - Definitions** of the STARCOM21 Contract to mean an entity that is a legally constituted organization created by private persons or organizations with no participation or representation of any government) may procure STARCOM21 Network Infrastructure Services and Equipment as described below to include all related hardware, software, services and equipment to be used for the purpose of operating on or interfacing with the STARCOM21 network. In addition, any related STARCOM21 Network Infrastructure Services related training, professional services; warranty and maintenance sold by Motorola Solutions may be procured.

2. Infrastructure Equipment, Parts and Accessories

Available pricing is limited to items that will be purchased by an agency related to the build out, operation, upgrade, expansion, and integration of STARCOM21 into Governmental and eligible non-Governmental operations and subscribing to the services offered under this contract.

Eligible STARCOM21 Infrastructure equipment, parts and accessories are available non-exclusively and includes but is not limited to the hardware, software, mounting/installation equipment, support equipment, and accessories associated with RF Network Control equipment, programming and network management software, fixed RF equipment, RF site equipment, antenna equipment, dispatch hardware and software, dispatch site equipment and furniture, IP networking equipment, interoperability hardware and software, GPS location hardware and software, towers, shelters, sites on wheels (SOWs), backhaul equipment, satellite and cellular infrastructure hardware, consoles, control stations, base stations, in-building coverage equipment, test equipment, generators, UPS's, and professional services

Description	Discount
APX Portables	27%
APX Mobiles	27%
APX NEXT and N Series	27%
Accessories (purchased separate)	25%
RF Site’s (VHF/800/UHF) and subcomponents	25%

Description	Discount
Console's (AXS/MCC7500/MCC7100) and subcomponents	25%
Professional Services	10%
Services	5%
Drop-ship	9%
Motorola System Administrator- 1 year contract	$350,000.00 quote needed
Camera Solutions: Fixed, In-Car, Automatic License Plate Reader (LPR), Body Worn and subcomponents	23%
LTE Products and subcomponents	5%
Command Central, Vesta, Call taking and subcomponents	15%
PremierOne and subcomponents	15%
Flex Dispatch Software	10%
MPLS Connectivity Services	5%
Backhaul and subcomponents	10%
Logging and subcomponents	10%
Pagers	10%
SCADA	10%
LMS Training	5%
Siren Control	10%
Fire Station Alerting	15%

Projects that are purchased As A Service will use the latest published pricing as an OpEx project with a specific SOW. The above pricing is for CapEx projects.

Hardware and software pricing will be based on the current published price at time of purchase in the Motorola Price Catalog available through Motorola Online at shop.motorolasolutions.com. Items that are not currently listed in the Motorola Price Catalog (i.e. new or custom items) items can be quoted on a case-by-case basis.

Leasing and Financing Options

All equipment and services provided under this contract can be financed under a conditional sales agreement, lease agreement, or municipal lease-purchase agreement. Any financing for equipment and services would be executed under a separate financing agreement as agreed to by the parties. Users are not required to use leasing and financing options provided by Motorola Solutions.

Impact Fees

Users that require enhanced coverage, features or other network functionality beyond the current capabilities of the STARCOM21 Network in accordance with **Attachment F, Section 4.2.2.1** may be assessed an Impact Fee by Motorola Solutions. The impact fee is a negotiated onetime charge quoted on a case-by-case basis to enable Motorola Solutions to make the incremental investment necessary to enable the requested enhancements without affecting the rate structure. Enhancements funded by impact fees are integrated into the STARCOM21 network and are available for use by all participating STARCOM21 Users. Motorola Solutions retains ownership (as negotiated between the parties) of the infrastructure equipment funded by an Impact Fee and is responsible for ongoing maintenance and operation. Standard airtime rates still apply to Users that request enhancements funded by Impact Fees. Impact Fee infrastructure improvements may be procured under the terms of this contract.

3. System Upgrades and Maintenance

Customers **Attachment L - Definitions** of the STARCOM21 Contract may procure Maintenance Services from Motorola Solutions as required to support STARCOM21 Infrastructure Equipment and related Software supported by Motorola Solutions, owned by STARCOM21 Customers and being used on the STARCOM21 network. Maintenance Services may include a la carte or service packages that include but not be limited to Advance Replacement, Network Hardware Repair, Dispatch Services, Network Monitoring Services, Cyber, Technical Support, Software Maintenance and Onsite Infrastructure Support as required to provide preventive and corrective maintenance. An executed Maintenance Service Agreement is an independent agreement between Motorola Solutions and the Customer. The terms and conditions of the Service Agreements will be in accordance with the maintenance services purchased but in matters of conflict the STARCOM21 master contract shall take precedence.

STARCOM21 Customers may procure Software Maintenance and Upgrade Services from Motorola Solutions as required related to STARCOM21 Infrastructure. Starcom21 Customers may, subject to prior approvals and the Illinois Procurement Code or other applicable laws, procure at a minimum, services to include:

1. ASTRO 25 Software Security Update Service (SUS) or remote SUS (RSUS),
2. ASTRO 25 System Upgrade Agreement II (SUA II or equivalent)
3. Cybersecurity or equivalent

An executed Software Maintenance Agreement or System Upgrade Agreement is an independent agreement between Motorola Solutions and the User. The terms and conditions of the Agreements will be in accordance with the services purchased but in matters of conflict the STARCOM21 master contract shall take precedence. Software Maintenance and Upgrade Services will be quoted on a case-by-case basis.

Services related to the maintenance of Subscriber Radios are specifically excluded from the scope of this contract. Maintenance Services purchased under the terms of this contract will receive a 10% discount off the current list pricing. All quotes will be provided by a Motorola Customer Support Manager (CSM) or Motorola Solutions Account Manager.

4. Connectivity

Connectivity can be sourced from Motorola to provide connection of User-Owned Sites and Dispatch locations to the STARCOM21 System. Connectivity may be provided utilizing a variety of technologies depending on the location, site considerations and User requirements. The technologies that may be utilized include, but are not limited to, Microwave, Satellite, Terrestrial T1, Fiber, Low Earth Orbit, future cloud connectivity services that may become available and various wireless solutions utilizing both public and private networks. Any technology deployed must be suitable for Public Safety Communications and approved by the STARCOM21 Advisory Subcommittee and/or its designee. Users are not required to procure Connectivity from Motorola. Motorola will not be responsible for management, maintenance, or performance of Connectivity provided by others unless otherwise agreed to in writing in separate agreement between the parties

Connectivity sourced from Motorola include the Physical Link as well as the installation, integration, maintenance and management services required to ensure performance. New requests for Products and/or maintenance services required to provision Connectivity Services will be quoted on a case-by-case basis.

4.1 Termination. Reserved.

5. Training

Motorola Solutions will make available to STARCOM21 Users standard resident training courses as listed in their Motorola Solutions Training Catalog. Standard resident courses are only available at the catalog price. Motorola Solutions can provide customized resident or field classes at a User's request. Pricing for customized resident or field classes will be negotiated between the parties. Users should contact their local Motorola Solutions representative for information on how to access the training. For the avoidance of doubt, the standard resident training is not intended to impose any legal obligations on the State. To the extent any standard resident training purports to impose any legal obligations on the State, such language is not binding on or applicable to the State; in no instance shall this clause constitute a waiver of the Parties' obligations described in this Agreement.

6. Engineering, Installation and Professional Services

The State, subject to internal State approvals and the requirements and limitations of applicable laws and regulations, including but not limited to the Illinois Criminal Code (720 ILCS 5/33E-9) and the Illinois Procurement Code (30 ILCS 500), may utilize Motorola Solutions services for Additional Work as may be required during the term of this contract (work not specifically priced in the STARCOM21 Master Contract, i.e., consultation, systems integration, equipment installation, project management, services, and engineering support, etc.). The State, subject to internal State approvals and the requirements and limitations of applicable laws and regulations, including but not limited to the Illinois Criminal Code (720 ILCS 5/33E-9) and the Illinois Procurement Code (30 ILCS 500), may authorize Motorola to perform Additional Work, including providing the necessary materials, labor and equipment to accomplish the work, provided that the changes are not of such magnitude as to constitute a substantial or material variation of this contract. All Additional Work will be preceded by a request from the User to Motorola for an Additional Work quotation. The rates identified below shall apply to standard, routine work. For more complex projects that fall within the scope of this contract, Motorola will provide a quotation detailing the scope of work and contract deliverables. Upon the State's acceptance of the quotation and agreed upon Statement of Work, Vendor will be provided authorization to proceed.

Technical and Professional Services can be purchased from Motorola Solutions with a discount off standard pricing. The current day rates with discount are listed. Motorola Solutions may increase the day rate annually by a percentage at or below the current Consumer Price Index as published by the United States Commerce Department. A Day is defined as 8 hours, during normal business hours Monday-Friday, 8-5p. Work required after hours or weekends may be billed at time and a half. Minimum billing is one hour unless otherwise agreed to between the parties.

A table of Standard Day Rates for Technical and Professional Services for the current calendar year will be posted annually on the STARCOM21 on-line repository site. The following table lists the discount off of the current standard Technical and Professional Services posted rates:

Service Category	Base Discount
[1] Technician Services	20%
[2] System Technologist Services	20%
[3] Engineering Services	12%
[4] Program Management Services	12%

7. Rate Classifications and Airtime Fees

STARCOM21 Users will be charged airtime fees based on the following rate classifications. Eligibility for a specific rate is contingent on meeting the criteria for the respective rate class and is subject to review and approval by Motorola Solutions and the STARCOM21 Advisory Subcommittee and/or its designees. All requests to join the STARCOM21 network will be subject to the approval of the STARCOM21 Advisory Subcommittee and/or its designees and will require Motorola Solutions to comply with the process to add STARCOM21 Users identified in **Attachment F, Section 4.2.2.2** of this Agreement. In addition, Motorola Solutions will comply with the following:

A. Make a good faith determination of the total busy hour traffic that the potential STARCOM21 User will generate.

B. Determine which STARCOM21 sites will be affected by the potential STARCOM21 User.

C. Determine that the add ion of the potential STARCOM21 User traffic does not cause each of the affected sites to exceed the contractual Grade of Service.

D. Give notice to the State that the potential STARCOM21 User will not cause any of the affected sites to

The following is a listing of the available STARCOM21 rate classifications and the corresponding airtime fees:

10 YEAR STARCOM21 CONTRACT RATES WITH NO INFRASTRUCTURE LIFECYCLE REFRESH FEE

10 YEAR STARCOM 21 CONTRACT RATES WITH NO INFRASTRUCTURE LIFECYCLE INVESTMENT												
Rate Category	**User Count**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**AVG**
Statewide Use Legacy Rate $50	7,583	Allows for routine Statewide system access.										
		$65.00	$73.00	$81.00	$86.00	$89.00	$91.00	$93.00	$94.00	$95.00	$96.00	$86.30
County Use Legacy Rate: $39	5,545	Applies to Users that typically operate within the geographic boundaries of a single designated County. Usage outside the designated County is allowed only for emergency or mutual aid situations.										
		$46.00	$52.00	$56.00	$59.00	$62.00	$63.00	$64.00	$65.00	$66.00	$67.00	$60.00
Local Use Legacy Rate: $34	8,436	Applies to Users that typically operate within the jurisdictional boundaries of a City, Village, Town. Usage outside the designated boundaries is allowed only for emergency or mutual aid situations.										
		$41.00	$46.00	$49.00	$51.00	$53.00	$55.00	$56.00	$57.00	$58.00	$59.00	$52.50
Limited Use Legacy Rate: $18	4,832	Applies to Users that require access on a limited basis for the purpose of mutual aid, interoperability or intermittent operations. May also apply to occasional access to data features, local emergency and event coordination outside of the SWIT irregular or infrequent use.										
		$23.00	$26.00	$29.00	$31.00	$33.00	$35.00	$36.00	$37.00	$38.00	$39.00	$32.70
Rural Rate: N/A	0	Applies to Users that require access on a limited basis for the purpose of daily operations for rural public safety agencies within counties below 15,000 population. May also apply for local emergency and event coordination outside of the SWIT program.										
		$19.00	$20.00	$21.00	$23.00	$24.00	$25.00	$26.00	$27.00	$28.00	$29.00	$24.20
Dual Radio Discounting Legacy Rate: $18	4,853	Users with vehicles that have a mobile and portable STARCOM21 radio assigned would be billed at the monthly Limited use rate for their secondary radio. The primary radio would be billed at their normal rate class. limitations apply. See notes below.										
		$23.00	$26.00	$30.00	$32.00	$34.00	$36.00	$38.00	$39.00	$40.00	$41.00	$33.90
Campus	3,995	Applies to Users with geographically concentrated operations and high User counts. Typical examples include prisons, college campuses or hospitals. Assumes Users will rarely roam off their designated campus. Use of the Campus Use rate is subject to the approval of the STARCOM21 Oversight Committee and/or its designee and Motorola Solutions. Rates are negotiated on a case-by-case basis and are determined by assessing User operational and technical parameters and will be reviewed by the STARCOM21 Oversight Committee and/or its designee. Rates are memorialized in the State's Basic Ordering Agreement (BOA) for State Agency Users and in User Agreements for non-State Agencies Users.										
		$4.00	$7.00	$9.00	$10.00	$11.00	$12.00	$13.00	$14.00	$15.00	$16.00	$11.10
Specialy Use Legacy Rate: $10	5,026	Applies to Users that require only occasional emergency use of the network or as authorized under agreement with the Statewide Interoperability Template SWIT, IDPH or other entities as approved by the STARCOM21 Oversight Committee and/or its designee and Motorola Solutions.										
		$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
GPS$2.00	N/A	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00
VoLTE$15.00	1,413	Android/IoS handheld cellular application for connection to the LMR network (previsouly known as WAVE).										
		$15.00	$16.00	$17.00	$17.00	$18.00	$18.00	$19.00	$19.00	$20.00	$20.00	$17.90

Rate table period July 1, 2023 - June 30, 2033
Annual rate updates take effect July 1st each calendar year
CPI - Rates subject to adjustment annually if CPI exceeds 4% annually (Annual = June 1st - May 31st 12-month period)
Motorola Solutions & the State of IL will meet quarterly to coordinate ongoing creation of User Base Growth Plan
Beginning July 1, 2025, the user counts will be reviewed annually to assess if the User Rate Adjustment Tables apply based on user count changes from the established baseline in this table
Existing GPS Users as of June 30, 2023 will remain at $0 price level - GPS rates applicable to new users after that date

10 YEAR STARCOM21 CONTRACT RATES WITH INFRASTRUCTURE LIFECYCLE REFRESH FEE

10 YEAR STARCOM 21 CONTRACT RATES WITH INFRASTRUCTURE LIFECYCLE INVESTMENT												
Rate Category	**User Count**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**AVG**
Statewide Use Legacy Rate $50	7,583	Allows for routine Statewide system access.										
		$65.00	$73.00	$74.00	$75.00	$76.00	$77.00	$78.00	$79.00	$80.00	$81.00	$75.80
County Use Legacy Rate: $39	5,545	Applies to Users that typically operate within the geographic boundaries of a single designated County. Usage outside the designated County is allowed only for emergency or mutual aid situations.										
		$46.00	$52.00	$52.00	$53.00	$54.00	$55.00	$56.00	$57.00	$58.00	$59.00	$54.20
Local Use Legacy Rate: $34	8,436	Applies to Users that typically operate within the jurisdictional boundaries of a City, Village, Town. Usage outside the designated boundaries is allowed only for emergency or mutual aid situations.										
		$41.00	$46.00	$46.00	$47.00	$48.00	$49.00	$50.00	$51.00	$52.00	$53.00	$48.30
Limited Use Legacy Rate: $18	4,832	Applies to Users that require access on a limited basis for the purpose of mutual aid, interoperability or intermittent operations. May also apply to occasional access to data features, local emergency and event coordination outside of the SWIT irregular or infrequent use.										
		$23.00	$26.00	$26.00	$27.00	$28.00	$29.00	$30.00	$31.00	$32.00	$33.00	$28.50
Rural Rate: N/A	0	Applies to Users that require access on a limited basis for the purpose of daily operations for rural public safety agencies within counties below 15,000 population. May also apply for local emergency and event coordination outside of the SWIT program.										
		$19.00	$20.00	$20.00	$21.00	$22.00	$23.00	$24.00	$25.00	$26.00	$27.00	$22.70
Dual Radio Discounting Legacy Rate: $18	4,853	Users with vehicles that have a mobile and portable STARCOM21 radio assigned would be billed at the monthly Limited use rate for their secondary radio. The primary radio would be billed at their normal rate class. limitations apply. See notes below.										
		$23.00	$26.00	$26.00	$27.00	$28.00	$29.00	$30.00	$31.00	$32.00	$33.00	$28.50
Campus	3,995	Applies to Users with geographically concentrated operations and high User counts. Typical examples include prisons, college campuses or hospitals. Assumes Users will rarely roam off their designated campus. Use of the Campus Use rate is subject to the approval of the STARCOM21 Oversight Committee and/or its designee and Motorola Solutions. Rates are negotiated on a case-by-case basis and are determined by assessing User operational and technical parameters and will be reviewed by the STARCOM21 Oversight Committee and/or its designee. Rates are memorialized in the State's Basic Ordering Agreement (BOA) for State Agency Users and in User Agreements for non-State Agencies Users.										
		$4.00	$7.00	$8.00	$8.00	$8.00	$9.00	$9.00	$9.00	$10.00	$10.00	$8.20
Specialy Use Legacy Rate: $10	5,026	Applies to Users that require only occasional emergency use of the network or as authorized under agreement with the Statewide Interoperability Template SWIT, IDPH or other entities as approved by the STARCOM21 Oversight Committee and/or its designee and Motorola Solutions.										
		$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
GPS$2.00	N/A	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00
VoLTE$15.00	1,413	Android/IoS handheld cellular application for connection to the LMR network (previsouly known as WAVE).										
		$15.00	$16.00	$17.00	$17.00	$18.00	$18.00	$19.00	$19.00	$20.00	$20.00	$17.90
INFRASTRUCTURE LIFECYCLE INVESTMENT FEE				**$35,000,000**								

PRICING TABLE ASSUMES INFRASTRUCTURE LIFECYCLE INVESTMENT FEE IS PAID IN FULL BY JUNE 30, 2025

Rate table period July 1, 2023 - June 30, 2033
Annual rate updates take effect July 1st each calendar year
CPI - Rates subject to adjustment annually if CPI exceeds 4% annually (Annual = June 1st - May 31st 12-month period)
Motorola Solutions & the State of IL will meet quarterly to coordinate ongoing creation of User Base Growth Plan
Beginning July 1, 2025, the user counts will be reviewed annually to assess if the User Rate Adjustment Tables apply based on user count changes from the established baseline in this table
Existing GPS Users as of June 30, 2023 will remain at $0 price level - GPS rates applicable to new users after that date

The airtime fees stated in the "10 YEAR STARCOM21 CONTRACT RATES WITH NO INFRASTRUCTURE LIFECYCLE REFRESH FEE" table will apply until such time as the State contracts with Motorola in the amount of $35,000,000 for infrastructure lifecycle refresh equipment and services within the first two years from contract signature. At such time, the airtime fees will reduce to the rates shown in the "10 YEAR STARCOM21 CONTRACT RATES WITH INFRASTRUCTURE LIFECYCLE REFRESH FEE" table. See Section L for the Infrastructure Lifecycle Refresh Fee definition.

Rate Table adjustments will be made annually, beginning in year 3, based on total user volumes. The User Rate Adjustment Tables below will be used to modify the rates.

Year

No Infrastructure Lifecycle Refresh Scenario		2025	2026	2027	2028	2029	2030	2031	2032
Statewide	+1,000 Users	-$2.00	-$3.00	-$4.00	-$4.00	-$4.00	-$4.00	-$4.00	-$4.00
County		-$1.00	-$1.00	-$2.00	-$2.00	-$2.00	-$2.00	-$2.00	-$2.00
Local		-$1.00	-$1.00	-$2.00	-$2.00	-$2.00	-$2.00	-$2.00	-$2.00
Dual		-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00

No Infrastructure Lifecycle Refresh Scenario		2025	2026	2027	2028	2029	2030	2031	2032
Statewide		-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00
County	+1,000 Users	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00
Local		$0.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00
Dual		$0.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00

No Infrastructure Lifecycle Refresh Scenario		2025	2026	2027	2028	2029	2030	2031	2032
Statewide		-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00
County		-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00
Local	+1,000 Users	$0.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00
Dual		$0.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00

No Infrastructure Lifecycle Refresh Scenario		2025	2026	2027	2028	2029	2030	2031	2032
Statewide		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
County		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Local		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dual	+1,000 Users	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00

Published contract rates will be adjusted accordingly when one of the above rate categories reaches a 1,000+ user count change
User Count will be reviewed once annually starting in Year 3 of the contract
If any of the above rate categories reaches 2,000+ user count change during lifetime of contract, the variable rate table will be reviewed and adjusted accordingly

Year

No Infrastructure Lifecycle Refresh Scenario		2025	2026	2027	2028	2029	2030	2031	2032
Statewide	-1,000 Users	$6.00	$6.00	$6.00	$7.00	$7.00	$7.00	$7.00	$7.00
County		$5.00	$5.00	$5.00	$5.00	$6.00	$6.00	$6.00	$6.00
Local		$4.00	$4.00	$4.00	$5.00	$5.00	$5.00	$5.00	$5.00
Dual		$3.00	$3.00	$3.00	$3.00	$3.00	$3.00	$3.00	$3.00

No Infrastructure Lifecycle Refresh Scenario		2025	2026	2027	2028	2029	2030	2031	2032
Statewide		$5.00	$5.00	$5.00	$6.00	$6.00	$6.00	$6.00	$6.00
County	-1,000 Users	$4.00	$4.00	$4.00	$4.00	$5.00	$5.00	$5.00	$5.00
Local		$3.00	$3.00	$3.00	$4.00	$4.00	$4.00	$4.00	$4.00
Dual		$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00

No Infrastructure Lifecycle Refresh Scenario		2025	2026	2027	2028	2029	2030	2031	2032
Statewide		$5.00	$5.00	$5.00	$5.00	$5.00	$6.00	$6.00	$6.00
County		$3.00	$4.00	$4.00	$4.00	$4.00	$4.00	$4.00	$4.00
Local	-1,000 Users	$3.00	$3.00	$3.00	$3.00	$3.00	$3.00	$4.00	$4.00
Dual		$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00

No Infrastructure Lifecycle Refresh Scenario		2025	2026	2027	2028	2029	2030	2031	2032
Statewide		$3.00	$3.00	$4.00	$5.00	$5.00	$5.00	$5.00	$5.00
County		$2.00	$2.00	$3.00	$3.00	$3.00	$3.00	$3.00	$3.00
Local		$2.00	$2.00	$3.00	$2.00	$3.00	$3.00	$3.00	$3.00
Dual	-1,000 Users	$1.00	$1.00	$1.00	$2.00	$2.00	$2.00	$2.00	$2.00

Published contract rates will be adjusted accordingly when one of the above rate categories reaches a 1,000+ user count change
User Count will be reviewed once annually starting in Year 3 of the contract
If any of the above rate categories reaches 2,000+ user count change during lifetime of contract, the variable rate table will be reviewed and adjusted accordingly

Year

Infrastructure Lifecycle Refresh Scenario		2025	2026	2027	2028	2029	2030	2031	2032
Statewide	+1,000 Users	-$1.00	-$2.00	-$3.00	-$4.00	-$5.00	-$5.00	-$5.00	-$5.00
County		$0.00	-$1.00	-$2.00	-$3.00	-$4.00	-$4.00	-$4.00	-$4.00
Local		$0.00	-$1.00	-$2.00	-$3.00	-$4.00	-$4.00	-$4.00	-$4.00
Dual		$0.00	-$1.00	-$1.00	-$1.00	-$2.00	-$2.00	-$2.00	-$2.00

Infrastructure Lifecycle Refresh Scenario		2025	2026	2027	2028	2029	2030	2031	2032
Statewide		-$1.00	-$2.00	-$3.00	-$4.00	-$3.00	-$3.00	-$3.00	-$3.00
County	+1,000 Users	$0.00	-$1.00	-$2.00	-$3.00	-$3.00	-$3.00	-$2.00	-$2.00
Local		$0.00	-$1.00	-$2.00	-$2.00	-$3.00	-$2.00	-$2.00	-$2.00
Dual		-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$2.00	-$2.00

Infrastructure Lifecycle Refresh Scenario		2025	2026	2027	2028	2029	2030	2031	2032
Statewide		-$1.00	-$2.00	-$3.00	-$4.00	-$3.00	-$3.00	-$3.00	-$3.00
County		$0.00	-$1.00	-$2.00	-$2.00	-$2.00	-$3.00	-$2.00	-$2.00
Local	+1,000 Users	$0.00	-$1.00	-$2.00	-$2.00	-$2.00	-$2.00	-$2.00	-$2.00
Dual		-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$2.00	-$2.00

Infrastructure Lifecycle Refresh Scenario		2025	2026	2027	2028	2029	2030	2031	2032
Statewide		-$1.00	-$2.00	-$2.00	-$2.00	-$2.00	-$2.00	-$2.00	-$2.00
County		$0.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00
Local		$0.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00
Dual	+1,000 Users	$0.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00

Published contract rates will be adjusted accordingly when one of the above rate categories reaches a 1,000+ user count change
User Count will be reviewed once annually starting in Year 3 of the contract
If any of the above rate categories reaches 2,000+ user count change during lifetime of contract, the variable rate table will be reviewed and adjusted accordingly

	Year							
Infrastructure Lifecycle Refresh Scenario	2025	2026	2027	2028	2029	2030	2031	2032
Statewide	$3.00	$3.00	$4.00	$4.00	$4.00	$4.00	$4.00	$4.00
County	$3.00	$3.00	$4.00	$4.00	$4.00	$4.00	$4.00	$4.00
Local	$2.00	$3.00	$3.00	$3.00	$3.00	$3.00	$3.00	$3.00
Dual	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00

-1,000 Users								
Infrastructure Lifecycle Refresh Scenario	2025	2026	2027	2028	2029	2030	2031	2032
Statewide	$2.00	$2.00	$2.00	$3.00	$3.00	$3.00	$3.00	$3.00
County	$2.00	$2.00	$2.00	$3.00	$3.00	$3.00	$3.00	$3.00
Local	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$3.00	$3.00
Dual	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00

-1,000 Users								
Infrastructure Lifecycle Refresh Scenario	2025	2026	2027	2028	2029	2030	2031	2032
Statewide	$1.00	$1.00	$2.00	$3.00	$3.00	$3.00	$3.00	$3.00
County	$1.00	$1.00	$2.00	$3.00	$3.00	$3.00	$3.00	$3.00
Local	$1.00	$1.00	$2.00	$2.00	$2.00	$2.00	$3.00	$3.00
Dual	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00

-1,000 Users								
Infrastructure Lifecycle Refresh Scenario	2025	2026	2027	2028	2029	2030	2031	2032
Statewide	$1.00	$1.00	$1.00	$1.00	$2.00	$2.00	$2.00	$2.00
County	$1.00	$1.00	$1.00	$1.00	$2.00	$2.00	$2.00	$2.00
Local	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00
Dual	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00

Published contract rates will be adjusted accordingly when one of the above rate categories reaches a 1,000+ user count change
User Count will be reviewed once annually starting in Year 3 of the contract
If any of the above rate categories reaches 2,000+ user count change during lifetime of contract, the variable rate table will be reviewed and adjusted accordingly

Eligibility for specific rate classifications would be contingent on agreement to the following terms and conditions:

- The STARCOM21 Advisory Subcommittee shall approve a user's application with Motorola Solutions determined rate classification as defined within this contract. The County, Municipal, Campus User and Specialty rates limit routine use of the network to the jurisdictional boundaries of the User. Roaming would be allowed only in an emergency or mutual aid situation or for any scheduled emergency response drills. Motorola will track usage and if it is determined that any user was routinely operating outside its normal operational jurisdiction, they would be notified. If such usage continues, they would be invoiced at the standard Wide-Area rate.
- The purchase of User equipment is the responsibility of each User.
- An Agency may add Additional Users to the System during the entire Contract Term, subject to terms and conditions stated elsewhere in the Contract.
- Rates are the maximum that can be billed for a rate class. Motorola Solutions and the users reserve the right to negotiate future discounts.

8. Feature Options

The use of the following services is enabled by STARCOM21 Network specific feature options made available through the network. The use of all STARCOM21 Network feature options needs to be approved by the STARCOM21 Advisory Subcommittee to determine system impact. Newly developed feature options and associated costs will be negotiated between the parties as they are made available.

STARCOM21 Network specific feature options are designed and made available as a function of Motorola brand equipment. Motorola Solutions assumes no responsibility for non-

Motorola brand equipment functionality or compatibility with STARCOM21 Network specific feature options. Non-Motorola brand equipment users that operate on the STARCOM21 Network must work with Motorola to determine if the feature options available on their equipment are compatible with the STARCOM21 Network.

GPS Services

The STARCOM21 network supports GPS polling using Project 25 Integrated Voice and Data. GPS location data can be provided via an IP connection to the STARCOM21 network. GPS polling requires GPS equipped portable or mobile radios and is only supported for Motorola subscriber radios. Agencies requesting the use of GPS polling over STARCOM21 must provide IP network connectivity to the STARCOM21 network and the mapping application. Any integration services that must be performed by Motorola Solutions would be per the labor rates defined under professional services. GPS polling rates are subject to available network bandwidth in the desired service area and subject to approval by the Advisory Subcommittee.

GPS Services are not included in the base airtime rates. GPS Service for non-State Customers will be provided at rates per the user rate table: the State retains first right of refusal as it relates to Zone level investments in network infrastructure for the enablement of the GPS Service and will notify Motorola Solutions of its intent to invest. For any User that has made a Zone level GPS infrastructure investment, GPS Polling fees will be waived for the duration of their use of the STARCOM21 Network and access will be granted wherever GPS Polling is available throughout the System. The State has made Zone level GPS infrastructure investment and is therefore exempt or not liable for any monthly GPS Polling fees. As it relates to GPS Polling fee waiver eligibility, State Agency Customers are considered to be one User group (current count 5,400).

9. Government and Non-Governmental Users

To be eligible for State pricing, Government and Non-Governmental agencies must understand that they are limited to the functional capabilities of the STARCOM21 System and must understand that all terms and conditions of the STARCOM21 Contract are applicable.

If a Government or Non-Governmental agency cannot or is not willing to be limited to the functional capabilities of what the STARCOM21 System has to offer or is unable or unwilling to accept the terms and conditions of the STARCOM21 Master Contract, then if the Government or Non-Governmental agency so elects, it may enter into a separate agreement with Motorola Solutions which may include provision of additional services and enhancements to the System. Any such agreement between Motorola Solutions and the Government or Non-Governmental agency will ensure that System performance is not adversely affected in accordance with all terms and conditions of the STARCOM21 Contract and is subject to the approval of the STARCOM21 Advisory Subcommittee and/or its designee. To the extent that any Government or Non-Governmental agency authorizes Motorola Solutions to use that agency's resources in connection with the System *(e.g.,* frequencies, towers, sites, etc.), all STARCOM21 Subscribers shall be entitled to use such *resources* in connection with their use of the System.

SECTION 10

ATTACHMENT L - DEFINITIONS

Additional User- any User who is not an existing User at the beginning of the Contract Term.

Annual Preventive Maintenance - Qualified field service technicians will perform regularly scheduled operational testing and alignment of infrastructure and network components to verify those components comply with the original manufacturer's specifications.

APCO (Association of Public Safety Communications Officials), APCO Project 25, Project 25, P25 - refers to a suite of detailed specifications for digital, land mobile radio communications published in ANSI/EIA/TIA Standards, TIA/EIA Interim Standards and Telecommunications System Bulletins.

ASTRO 25 - a Motorola Solutions proprietary radio communications system that meets APCO Project 25 Standards.

Authorized Users - Customer's employees engaged for the purpose of supporting the Services provided by Motorola, and the entities (if any) specified or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies. Motorola retains the right to review and approve Authorized Users to have access to the system and will work with Advisory Subcommittee in its approval.

Backhaul (aka – Transport) - link medium connecting RF sites and Dispatch Centers back to the Zone Controllers. May consist of multiple types of technology including leased circuits, satellite links, fiber optics, microwave, or any similar technology. Also referred to as Connectivity interchangeably. All Connectivity services, including circuits offered as part of the services provided under this contract, are provided by Motorola Solutions Connectivity, Inc. ("Motorola"), a wholly owned subsidiary of Motorola Solutions, Inc. ("Motorola Solutions") Motorola is liable for any regulatory or legal obligations or liabilities related to the provision of these services.

Breach – also ("Security Breach"), when not referring to breach of contract means a "Breach of the security of the system data" as defined under the Illinois Personal Information Protection Act ("PIPA"). 815 ILCS 530/1.

Cache Radio - a Cache radio is for temporary or itinerant use on the STARCOM21 network, typically for use to accommodate increased user fleet count requirements (i.e Special events, disaster response, partner agency support). Cache radios are not used as spare, replacement, or add-on radios to support standard daily radio fleet use.

Case Management Database - A database to track, document and retain records of work performed or issues related to the STARCOM21 network.

Cellular Backhaul Diversity- cellular-based technology that may be employed by Motorola Solutions to improve RF site availability.

Motorola Change Management – Describes an internal process. When a request is made that may alter or impact network elements' status or configuration, Motorola Solutions will manage and implement those changes using a strategy to minimize disruption and risk. As part of Motorola Change Management, all affected parties will be notified in advance of any material changes and of the impact the change will have on their operations, allowing the Customer to prepare accordingly. In the event this process necessitates a cost to the customer to effectuate, that cost shall be determined under the terms Agreement, subject to prior Approvals and the Illinois Procurement or other applicable laws.

Connectivity - the physical connection (i.e. the physical copper, fiber or other transmission medium used) that is designed for the transmission of information including data between locations, devices, equipment and/or facilities designated for the State as set forth in the applicable Statement of Work between the parties, which may be located on State premises, mobile, and/or in remote Motorola or Motorola Solutions procured data centers or cloud-based locations.

Continuing Services - services provided by Motorola Solutions that are required to continue operating the network.

Contract Term - the length of time the contract is in force, from the start date to the end date as specified in this Contract.

Control Stations - The control station and its power supply shall be packaged in a single, desktop-friendly enclosure. The control station can be operated from the front panel or remotely by either a remote desk set with front-facing controls, function buttons, knobs, and display or from a dispatch console. An internal, self-contained, loudspeaker, and a telephone-style handset can be provided with each control station. The control station shall be supplied with a pre-measured and pre-terminated electrical power, microphone, and interconnect wiring.

Credit Calculation Method - Credit Calculation Method: Any credits assessed in favor of the Customer for Motorola Solutions' non-performance are described in the Service Level Agreement and will be issued as a Customer User Fee invoice credit. The credit amount is shown in each Service Level Section of the Statement of Work (ie. Grade of Service, Coverage, Zone Availability, etc.). Credit Fee = Legacy Credit Fee from the 2012 Agreement x (New Statewide User Fee Rate / Legacy Statewide User Fee Rate).

Critical Connect - Motorola Solutions' cloud-based interoperability solution that is designed to support communications between multiple Land Mobile Radio systems and broadband networks.

Customer - State of Illinois, including its Authorized Users, Local and Municipal Governments in Illinois, and Users or entities approved under the Advisory Subcommittee.

Customer Data - means data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Motorola Solutions' provided Services. So long not specifically identifying the Customer, the definition of Customer Data shall not include, and Motorola shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third party threat vectors and IP addresses, file hash information, domain names, malware signatures and information, information obtained from third party sources,

indicators of compromise, and tactics, techniques, and procedures used learned or developed in the course of providing services.

Dispatch Centers -A facility where User dispatch consoles and related equipment from which dispatch services are provided are located.

Dispatch Consoles - infrastructure equipment used by a radio telecommunicator or other authorized personnel at a dispatch center to communicate with a radio User or other Dispatch Centers.

Documentation - documentation provided by Motorola Solutions that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information. For the avoidance of doubt, the Documentation is not intended to impose any legal obligations on the State. To the extent any System Documentation purports to impose any legal obligations on the State, such language is not binding on or applicable to the State; in no instance shall this clause constitute a waiver of the Parties' obligations described in this Agreement.

Expiration Date - last day of the Contract Term.

FCC - The Federal Communications Commission regulates interstate and international communications by radio, television, wire, satellite, and cable in all 50 states, the District of Columbia and U.S. territories. An independent U.S. government agency overseen by Congress, the Commission is the federal agency responsible for implementing and enforcing America's communications law and regulations. Federal Communications Commission, the licensing authority for the use of Public Safety radio spectrum.

Gateway- hardware and software used to interconnect multiple disparate systems together.

Governmental Users - any eligible governmental entity other than a State Agency.

GPS - Global Positioning System: - an accurate worldwide navigational and surveying facility based on the reception of signals from an array of orbiting satellites.

Greenfield Sites - undeveloped parcel of real estate that can be used to build a STARCOM21 RF Site.

Incident Report- a report of any unusual or out of the ordinary occurrence involving the STARCOM21 System.

Infrastructure Lifecycle Refresh Fee - an investment made by the State to enable Motorola to make incremental replacement or upgrade to Starcom21 infrastructure necessary to allow Motorola to operate Starcom21. Examples of equipment and services included in an infrastructure lifecycle refresh may include but are not limited to: Equipment Shelter HVAC replacement; Tower Site Generator replacement; Transmission System antenna, line and tower-top amplifier (TTA) equipment replacement; Tower Site Uninterruptible Power Supply (UPS) replacements; Tower Site Battery string equipment replacement.

IREACH - Illinois Radio Emergency Assistance Channel: A common communication channel used by State, County and Local law enforcement agencies for interoperability and mutual aid.

ISPERN - Illinois State Police Emergency Radio Network: A common communication channel used by State, County and Local law enforcement agencies for interoperability and mutual aid.

Monthly Access Fees - the amount paid monthly per Subscriber Unit by Users for access to the System in accordance with **Attachment K** - **Pricing.** Also referred to as User Fee, Monthly Service Fee and Airtime Fee.

Motorola Software - means Software that Motorola or its affiliated company owns.

Motorola System Manager - means the individual appointed by Motorola Solutions who has oversight responsibility for operation of the System.

National Public Safety Planning Advisory Commission (NPSPAC) Regions 13 and 54 Regional Planning Committee- committees that set rules and maintain regional plans for the use of the NPSPAC 800MHz Frequencies. The 800 MHz NPSPAC spectrum is administered on a regional basis by 55 regional public safety planning committees.

Network Event Monitoring - Real-time, continuous ASTRO 25 radio communications network monitoring and event management. Using sophisticated tools for remote monitoring and event characterization, Motorola Solutions will assess events, determine the appropriate response, and initiate that response. Possible responses include remotely addressing the issue, escalation to product technical support groups, and dispatch of designated field technical resources.

NOC - Network Operations Center: The location where staff supervise, manage, control, maintain, and oversee the System's performance, functionality, and availability of the STARCOM21 system. Both Motorola and the State operate NOC locations to support the Starcom21 System. The Motorola NOC is referred to as Centralized Managed Support Operations (CMSO) in this Contract.

Non-Governmental User - an entity that is a legally constituted organization created by private persons or organizations with no participation or representation of any government.

Non-Motorola Software - Means Software owned by a third party other than Motorola or a Motorola affiliated company.

Notice - a written communication required between the Parties and delivered in accordance with the Contract.

On-site Infrastructure Support - When needed to resolve equipment malfunctions, Motorola Solutions will dispatch qualified local technicians to the Starcom21 location to diagnose and restore the communications network. Technicians will perform diagnostics on impacted hardware and replace defective components. The service technician's response time will be based on predefined incident priority levels.

OTAP - Over the Air Programming - is a process where a Motorola Solutions manufactured subscriber unit is programmed over the air (RF interfaced) using the radio system network and approved customer programming templates to perform the programming functionality.

Party - the State or Motorola Solutions who have rights and responsibility as specified under the Contract.

Performance Management - Motorola Solutions will monitor the overall network and network components to maintain performance and availability at service level targets, per "Attachment SLA". As part of this service, Motorola Solutions will design, implement, and maintain network performance data collection and report generation systems.

Problem Management - To minimize incident recurrence and more quickly resolve repeating incidents, Motorola Solutions will investigate the underlying cause of repetitive, identical, or critical managed network element incidents. Motorola Solutions will investigate, diagnose, and address the root cause of these issues, and will document known errors, fixes, and workarounds in Motorola's CMSO Network Operations Center (NOC) knowledge management database.

RCRIC - Regional Conformance Review and Implementation Committee.

Remote Security Update Service - Motorola Solutions will pre-test third-party security updates to verify they are compatible with the Starcom21 infrastructure, and remotely push the updates to the network equipment, owned and operated by Motorola Solutions.

Resolution Report - describes an Incident, steps taken to investigate the Incident, and steps taken to mitigate the incident and return the system to normal operation.

RF Site or Site -A physical location that contains STARCOM21 network and RF (Radio Frequency) communication equipment used to enable communication with Users. A RF Site includes but is not limited to towers, building, and fixed infrastructure radio equipment, etc.

Secondary Users - a User that is assigned a lower priority in the busy queue, per policy of the STARCOM21 Advisory Subcommittee.

SLA - Service Level Agreement

SmartX - a Motorola Solutions Gateway technology.

Spare Radio - Spare radios are provisioned on the system and stored in an inactive state until an active radio is damaged or lost such that a user requires a replacement radio. Spare radios, when active on the system do not increase the agency total user loading on the system.

STARCOM21 - "STAtewide Radio COMmunications for the **21st** century. The State of Illinois' statewide, P25, digital trunked, land-mobile radio network

STARCOM21 Primary Contract - means the State Contract and all Attachments (including all exhibits thereto) that make up State of Illinois Contract TBD. Also referred to as "Primary Contract", "Contract". "Agreement".

STARCOM21 Network Infrastructure Services and Equipment - consist of all infrastructure hardware, software, services and equipment necessary to provide the STARCOM21 Network Service. This includes but is not limited to: Zone Controllers, RF equipment, towers, consoles, control stations and dispatch equipment, backhaul/transport, network access, software, system maintenance, etc.

STARCOM21 Network Service - service provided by Motorola Solutions via the STARCOM21 network, including but not limited to, call management, network management, site management and infrastructure maintenance and reporting.

STARCOM21 Advisory Subcommittee – The Advisory Subcommittee is an active operating entity of the STARCOM21 Oversight Committee. The STARCOM21 Oversight Committee is responsible for System governance in accordance with the State Police Radio Act (20 ILCS 2615/10).

State - means State of Illinois as an entity.

State Agency Users or State Agencies - means, any board, commission, agency, institution, authority, and bodies politic and corporate of the State of Illinois, created by or in accordance with the constitution or statute, of the executive branch of State Government, including colleges and universities and institutions under the jurisdiction of the governing boards of the University of Illinois, Southern Illinois University, Illinois State University, Eastern Illinois University, Northern Illinois University, Western Illinois University, Chicago State University, Governor State University, Northeastern Illinois University, and the Board of Higher Education. The term does not apply to public employee retirement systems or investment boards that are subject to fiduciary duties imposed by the Illinois Pension Code or the University of Illinois Foundation. The term does not include units of local government, school districts, community colleges under Public Community College Act and the Illinois Comprehensive Health Insurance Board.

State System Administrator - means the individual appointed by the State to represent the State in all State responsibilities related to the STARCOM21 Network Service and required under the Contract.

State Police Radio Act (20 ILCS 2615/10) - establishes the authority and responsibility of the chairman of the STARCOM21 Oversight Committee.

State Resources - State-owned tower/antenna sites, real estate, frequencies, and communications transport that may be required for utilization on the System in accordance with the Contract.

Subscriber Radios (Units) - hand-held or vehicular mounted radio transmission equipment used to send or receive voice or data communications through a network.

System - the statewide, P25 leased, trunked, digital voice land mobile radio system, Also referred to as the "System," the "Network," the "Infrastructure," the "STARCOM21 Network", or the "STARCOM21 System" being made available to the State of Illinois (the "State") owned by Motorola Solutions, Inc.

System Documentation - documents, reports, maps, written information of any type, or other items identified by the Parties that is produced under the Contract by Motorola for the State and to which the State retains title and all rights. For the avoidance of doubt, the Documentation is not intended to impose any legal obligations on the State. To the extent any System Documentation purports to impose any legal obligations on the State, such language is not binding on or applicable to the State; in no instance shall this clause constitute a waiver of the Parties' obligations described in this Agreement.

System Management – The services provided by Motorola to support the operation of the System.

Tactical Interoperability Communications Plan (TICP)- the TICP documents the interoperable communication resources available to State of Illinois entities, and the rules of use or operational procedures that exist for the activation and deactivation of each resource.

Talkgroups - an assigned group of users on a trunked radio system.

Termination Date - the date on which the Contract is effectively terminated prior to the Expiration Date in accordance with the terms of the Agreement.

Unexcused Zone Failure - an unplanned outage of the Zone Controller or related infrastructure that prevents the STARCOM21 network from processing calls.

User or Subscriber - any person or group who uses subscriber units to access the System. The total number of Users equals the number of Units registered on the System.

User Agreement - a negotiated contract between non-State Agencies and Motorola Solutions for the use of the STARCOM21 network which obligates Users to the terms and conditions of this STARCOM21 Primary Contract and those described in the User Agreement.

Vendor - Motorola Solutions, Inc. and its subsidiaries and affiliates.

Wave5000 - Push-to-Talk solution that instantly connects users across disparate networks, devices, and location.

Zone - a group of RF Sites in a geographical area controlled by a Zone Controller which divides the System into regions.

Include the following as part of the procurement and contract for *systems hosted in a Vendor cloud environment*.

State of Illinois Security Requirements:

1. Vendor will notify the State of Illinois' Chief Information Security Officer within 24 hours of knowledge of any information breach or other security incident which impacts State of Illinois data. Email notification to: DoIT.Security@illinois.gov and Subject Line should state "Breach Notification."

2. Vendor shall have a documented security incident policy and plan. Vendor must supply a copy at the request of the State of Illinois.

3. Vendor must comply with all applicable United States Federal and State of Illinois laws, rules, and regulations, unless otherwise stated herein.

4. Vendor must comply with all of the State of Illinois Enterprise Security Policies (https://www2.illinois.gov/sites/doit/support/policies/Pages/default.aspx) which are aligned with the Federal Bureau of Investigations (FBI) Criminal Justice Information Services ("CJIS") Security Policy requirements and will do so in accordance with the organizational variables defined in the CJIS Security Policy as well as within the time frames articulated by the FBI for compliance.

5. 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). 30 ILCS 587. If available, Vendor must provide the State of Illinois their most recent Voluntary Product Accessibility Template (VPAT).

6. Vendor program and project management personnel must ensure coordination of activities with the State of Illinois governance program. Vendor must comply with all policies, standards, and procedures defined by the State of Illinois Department of Innovation and Technology's Enterprise Portfolio Management Office. To the extent such policies, standards and procedures include information security requirements, Vendor will come into compliance with such policies, standards and procedures which are aligned with the FBI's CJIS Security Policy requirements and will do so in accordance with the organizational variables defined in the CJIS Security Policy as well as within the time frames articulated by the FBI for compliance.

7. Vendor's system must interface with the State of Illinois' identity and access management solutions if authentication is required for access to the system.

Vendor's system must log activity within the system and have capacity to forward log information to the State of Illinois' security incident and event management system (SIEM). Vendor must meet the State of Illinois' Minimum Logging Requirements which are aligned with the FBI's CJIS Security Policy requirements and will do so in accordance with the organizational variables defined in the CJIS Security Policy as well as within the time frames articulated by the FBI for compliance for the term of the Contract.

8. Vendor certifies it has undertaken independent third-party audit Statement on Standards for Attestation Engagements (SSAE-18) certifications and must provide the State of Illinois with a System Operation Controls report (SOC 2 type 2) annually and applicable bridge/gap letter. To the extent deficiencies are noted in the SOC 2 type 2 report vendor shall implement an appropriate remediation plan.

9. Vendor must ensure all hosted data pertinent to this contract shall remain located within the contiguous United States.

10. Vendor must ensure encryption of State of Illinois data at rest and in motion. This encryption must comply with encryption security controls as defined in the most current version of the Federal Information Processing Standard (FIPS) 140 using Advanced Encryption Standard (AES) encryption with a minimum key length of 256 bits.

11. Vendor must store data in a non-proprietary, readily accessible format, or Vendor must provide a solution, at no additional cost to the State of Illinois, to extract any State of Illinois data stored in Vendor's solution.

12. Vendor must only use State of Illinois data, for the purposes stated in this contract.

13. Vendor must maintain a robust and reliable data backup system. Vendor must supply a description of backup methodology, and this methodology must meet defined Maximum Tolerable Downtime (MTD) and Return to Operations (RPO) requirements.

14. At the State's request, Vendor must provide a written disaster recovery methodology and provide proof of annual disaster recovery testing, including issues discovered and remediation plans for the issues discovered.

15. Vendor may not use any State of Illinois data in any non-production system or in any other system outside the application/service procured under this contract.

16. Vendor must provide a copy of all State of Illinois data (in a non-proprietary format) to the State of Illinois without delay upon request by the State of Illinois.

17. Vendor must provide a copy of all State of Illinois data (in a non-proprietary format) to the State of Illinois prior to termination of contract.

18. Vendor must sanitize all media that contains or contained State of Illinois data. Vendor must use the more current revision of NIST Special Publication 800-88; Guidelines for Media Sanitization. Vendor must provide the State of Illinois with a written certification of media sanitization including the method, date and time.

19. Vendor and/or its agents must not resell nor otherwise redistribute information gained from its access to the State of Illinois data.

20. Vendor must not engage in nor permit its agents to push adware, software, or marketing not explicitly authorized by the State of Illinois.

Security Appendix S1 – Minimum Logging Requirements

- Logging requirements must be consistent with the FBI's CJIS Security Policy logging requirements

Security Appendix S2: Security Controls for Vendors

In accordance with section 4 above, Vendor must comply with all of the State of Illinois Enterprise Security Policies (https://www2.illinois.gov/sites/doit/support/policies/Pages/default.aspx) which are aligned with the Federal Bureau of Investigations (FBI) Criminal Justice Information Services ("CJIS") Security Policy requirements and will do so in accordance with the organizational variables defined in the CJIS Security Policy as well as within the time frames articulated by the FBI for compliance.

STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: Chris Lonnett

Business Name: Motorola Solutions, Inc.

Taxpayer Identification Number:

Social Security Number: N/A

or

Employer Identification Number: 36-1115800

Legal Status (check one):

☐ Individual	☐ Governmental
☐ Sole Proprietor	☐ Nonresident alien
☐ Partnership	☐ Estate or trust
☐ Legal Services Corporation	☐ Pharmacy (Non-Corp.)
☐ Tax-exempt	☐ Pharmacy/Funeral Home/Cemetery (Corp.)
☐ Corporation providing or billing medical and/or health care services	☐ Limited Liability Company (select applicable tax classification)
☒ Corporation NOT providing or billing medical and/or health care services	☐ C = corporation ☐ P = partnership

Signature of Authorized Representative: _

Date: June 14, 2023

STATE OF ILLINOIS
IPG ACTIVE REGISTERED VENDOR DISCLOSURE
(formerly named FORMS B)

Name	Address	Relationship to Disclosing Entity

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency contract:

4. Disclosure of Current and Pending Contracts

Complete only if: (a) your business is for-profit and (b) the bid, offer, or contract has an annual value over $100,000. Do not complete if you are a not-for-profit entity.

☒ Yes ☐ No. Do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment in the same format may be provided if needed.

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
ISP	LPR	active	12,500,000.00	R-85050
CMS	Starcom 21	contract	Frame	CMT2028589
CMS	Radio Equipment	contract	Frame	CMT3033269
CMS	Maintenance Contract	Contract	Frame	CMT2028596

5. Signature

As of the date signed below, I certify that:

- My business' information and the certifications made in the Illinois Procurement Gateway are truthful and accurate.
- The certifications and disclosures made in this IPG Active Registered Vendor Disclosure are truthful and accurate.

This IPG Active Registered Vendor Disclosure is signed by an authorized officer or employee on behalf of the bidder, offeror, or vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code, and the affirmation of the accuracy of the financial disclosures is made under penalty of perjury.

This disclosure information is submitted on behalf of:

Vendor Name: Motorola Solutions Inc. Phone: 847-989-0639

Street Address: 500 W. Monroe Email: jeff.stowasswer@motorolasolutions.com

City, State, Zip: Chicago, IL 60661 Vendor Contact: Chris Lonnett

Signature:____ Date: 6/14/2023

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

File #: ETS-R-0066-24 **Agenda Date:** 10/9/2024 **Agenda #:** 7.E.2.

AWARDING RESOLUTION TO PURVIS SYSTEMS, INC. PO 924025 FOR A TWO (2) YEAR RENEWAL OF MAINTENANCE ON THE FIRE STATION ALERTING (FSA) EQUIPMENT FOR THE PERIOD OF OCTOBER 10, 2024 THROUGH OCTOBER 9, 2026
(ETSB AMOUNT: $392,635.00; TOTAL AMOUNT: $424,730.00)

WHEREAS, the DuPage County Emergency Telephone System Board ("DU PAGE ETSB") is an emergency telephone system board, established pursuant to Section 15.4 of the Local Government Emergency Telephone System Act, 50 ILCS 750/15.4 ("Act"); and

WHEREAS, the DU PAGE ETSB is authorized and empowered, pursuant to Section 15.4 (b) of the Act to plan, implement, upgrade, and maintain an Emergency 9-1-1 System for citizens of the County of DuPage and portions of Cook, Kane and Will counties; and

WHEREAS, the DU PAGE ETSB is authorized by law and local ordinance to make disbursements from the 9-1-1 surcharge funds it receives pursuant to law for costs related to products and services necessary for the implementation, upgrade and maintenance of the emergency telephone system; and

WHEREAS, an agreement has been negotiated in accordance with the DU PAGE ETSB by ordinance; and

WHEREAS, the 9-1-1 System Coordinator recommends DU PAGE ETS Board approval of Purchase Order 924025 to PURVIS Systems, Inc. for a two (2) year renewal of maintenance on the Fire Station Alerting (FSA) equipment utilized in the 9-1-1 system. The maintenance will run from October 10, 2024 through October 9, 2026. The participating agencies with optional equipment will reimburse ETSB in the amount of $32,095.00, the ETSB amount for core equipment is $392,635.00, for a total amount of $424,730.00.

NOW, THEREFORE BE IT RESOLVED, that DU PAGE ETSB Requisition 924025, dated August 12, 2024, covering said, a renewal of maintenance on the Fire Station Alerting equipment, be, and it is hereby approved by the DU PAGE ETSB to PURVIS Systems, Inc., 88 Silva Lane, Middletown, RI 02842, for an amount of $424,730.00.

Enacted and approved this 9th day of October, 2024 at Wheaton, Illinois.

_____

GREG SCHWARZE, CHAIR

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: PC2024-296r1	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $209,225.00
COMMITTEE: ETSB	TARGET COMMITTEE DATE: 09/11/2024	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $424,730.00
	CURRENT TERM TOTAL COST: $209,225.00	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
Vendor Information		*Department Information*	
VENDOR: PURVIS Systems Incorporated	VENDOR #: 28678	DEPT: ETSB	DEPT CONTACT NAME: Eve Kraus
VENDOR CONTACT: Jeff Mascola	VENDOR CONTACT PHONE: 401-619-2466	DEPT CONTACT PHONE #: 630-550-7743	DEPT CONTACT EMAIL: etsb911@dupagecounty.gov
VENDOR CONTACT EMAIL: jmascola@purvis.com	VENDOR WEBSITE: purvis.com	DEPT REQ #: 924025	

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.). Recommendation for approval of Purchase Order 924025 to PURVIS Systems Incorporated for a renewal of maintenance on the Fire Station Alerting (FSA) equipment utilized in the 9-1-1 System. The maintenance period will run from October 10, 2024 through October 9, 2026. Participating agencies with optional equipment installed in their stations will reimburse ETSB in the amount of $32,095.00. The ETSB amount for core equipment is $392,635.00; total contract amount of $424,730.00.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
The Fire Standardization Focus Group has recommended renewing the maintenance of this system for a two year term as they consider future options.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED RENEWAL	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.

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. PURVIS is the manufacturer of the product and sole maintenance provider to the system because of their expertise in the design, and installation of the components.
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. Approve Purchase Order 924025 to allow for continued maintenance on the FSA Systems within the 67 fire stations. 2. Deny Purchase Order 924025 and the system will be without maintenance.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific. N/A
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not. N/A
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted. N/A

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: PURVIS Systems Incorporated	Vendor#: 28678	Dept: DuPage ETSB	Division:
Attn:	Email:	Attn: 9-1-1 Coordinator	Email: etsb911@dupagecounty.gov
Address: 88 Silva Lane	City: Middletown	Address: 421 N. County Farm Road	City: Wheaton
State: RI	Zip: 02842	State: IL	Zip: 60187
Phone: 401-845-8401	Fax:	Phone: 630-550-7743	Fax:
Send Payments To:		*Ship to:*	
Vendor: PURVIS Systems Incorporated	Vendor#: 28678	Dept: DuPage ETSB	Division:
Attn:	Email:	Attn:	Email:
Address: 88 Silva Lane	City: Middletown	Address:	City:
State: RI	Zip: 02842	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Oct 10, 2024	Contract End Date (PO25): Oct 9, 2026

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		DuPage County Annual Maintenance (Core System) FY24-25	FY24	4000	5820	53806		187,955.00	187,955.00
2	1	EA		DuPage County ETSB Phase 2 Annual Maintenance FY24-25	FY24	4000	5820	53806		5,460.00	5,460.00
3	1	EA		Annual Maintenance for Participating Agencies with Optional Equipment FY24-25	FY24	4000	5820	53806		15,810.00	15,810.00
4	1	EA		DuPage County Annual Maintenance (Core System) FY25-26	FY25	4000	5820	53806		193,595.00	193,595.00
5	1	EA		DuPage County ETSB Phase 2 Annual Maintenance FY25-26	FY25	4000	5820	53806		5,625.00	5,625.00
6	1	EA		Annual Maintenance for Participating Agencies with Optional Equipment FY25-26	FY25	4000	5820	53806		16,285.00	16,285.00

FY is required, ensure the correct FY is selected. Requisition Total $ 424,730.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. This is for maintenance, nothing will be shipped. Please return the PO to ETSB to send to the vendor.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB. LMZ 8/12/24

PURVIS PRICE QUOTATION - Dupage County ETSB

PURVIS SYSTEMS

Tax ID #: 11-2299301

Date: July 23, 2024
Quote #: PC2024-296r1
Agency: Dupage County ETSB
Address: 421 N. County Farm Road
Wheaton, IL 60187
Agency POC: Linda Zerwin, Executive Director
E-mail linda.zerwin@dupageco.org

88 Silva Ln
Middletown, RI 02842
Sales: J. Mascola 401-619-2466
jmascola@purvis.com
Contracts: D Flynn 401-845-8432
DFlynn@purvis.com

This quote will be subject to the terms and conditions of the PURVIS Maintenance and License Agreement with the Dupage County ETSB

FIXED PRICE SERVICES:

FY25 Maintenance 10/10/2024 - 10/09/2025

Description	Total
Dupage County Annual Maintenance **(10/10/2024 - 10/09/2025)** for Dupage County's current PURVIS Fire Station Alerting System. *Core System*	$187,955.00
Dupage County ETSB Phase 2 Annual Maintenance **(10/10/2024 - 10/09/2025).** *PC2019-98R11 Dupage County*	$5,460.00
Addison Fire Protection District Phase 2 Annual Maintenance **(10/10/2024 - 10/09/2025).** *PC2019-98R11 Addison Fire Protection District*	$3,605.00
Bartlett Fire Protection District Phase 2 Annual Maintenance **(10/10/2024 - 10/09/2025).** *PC2019-98R11 Bartlett*	$2,060.00
Clarendon Hills Fire Protection District Phase 2 Annual Maintenance **(10/10/2024 - 10/09/2025).** *PC2019-98R11 Clarendon*	$990.00
Elmhurst Fire Department Phase 2 Annual Maintenance **(10/10/2024 - 10/09/2025).** *PC2019-98R11*	$515.00
Elmhurst Fire Department Add-On Annual Maintenance **(10/10/2024 - 10/09/2025).** *PC2021-090*	$80.00
Glenside Fire Protection District Phase 2 Annual Maintenance **(10/10/2024 - 10/09/2025).** *PC2019-98R11 Glenside*	$205.00
Lombard Fire Department Phase 2 Annual Maintenance **(10/10/2024 - 10/09/2025).** *PC2019-98R11*	$2,265.00
Pleasantview Fire Protection District Phase 2 Annual Maintenance **(10/10/2024 - 10/09/2025).** *PC2019-98R11 Pleasantview*	$515.00
Roselle Fire Department Phase 2 Annual Maintenance **(10/10/2024 - 10/09/2025).** *PC2019-98R11 Roselle*	$515.00
Tri-State Fire Protection District Phase 2 Annual Maintenance **(10/10/2024 - 10/09/2025).** *PC2019-98R11 Tri-State*	$825.00
Tri-State Fire Protection District Add-On Annual Maintenance **(10/10/2024 - 10/09/2025).** *PC2021-074*	$215.00
Warrenville Fire Protection District Phase 2 Annual Maintenance **(10/10/2024 - 10/09/2025).** *PC2019-98R11 Warrenville*	$620.00
Westmont Fire Department Phase 2 Annual Maintenance **(10/10/2024 - 10/09/2025).** *PC2019-98R11 Westmont*	$2,885.00
Westmont Fire Department Add-On Annual Maintenance **(10/10/2024 - 10/09/2025).** *No quote provided for second cameras.*	$205.00
York Center Fire Protection District Phase 2 Annual Maintenance **(10/10/2024 - 10/09/2025).** *PC2019-98R11 York*	$310.00
FY25 Total	**$209,225.00**

FY26 Maintenance 10/10/2025 - 10/09/2026

Description	Total
Dupage County Annual Maintenance **(10/10/2025 - 10/09/2026)** for Dupage County's current PURVIS Fire Station Alerting System. *Core System*	$193,595.00
Dupage County ETSB Phase 2 Annual Maintenance **(10/10/2025 - 10/09/2026).** *PC2019-98R11 Dupage County*	$5,625.00
Addison Fire Protection District Phase 2 Annual Maintenance **(10/10/2025 - 10/09/2026).** *PC2019-98R11 Addison Fire Protection District*	$3,715.00
Bartlett Fire Protection District Phase 2 Annual Maintenance **(10/10/2025 - 10/09/2026).** *PC2019-98R11 Bartlett*	$2,120.00
Clarendon Hills Fire Protection District Phase 2 Annual Maintenance **(10/10/2025 - 10/09/2026).** *PC2019-98R11 Clarendon*	$1,020.00
Elmhurst Fire Department Phase 2 Annual Maintenance **(10/10/2025 - 10/09/2026).** *PC2019-98R11*	$530.00
Elmhurst Fire Department Add-On Annual Maintenance **(10/10/2025 - 10/09/2026).** *PC2021-090*	$85.00

Glenside Fire Protection District Phase 2 Annual Maintenance **(10/10/2025 - 10/09/2026).** *PC2019-98R11 Glenside*	$210.00
Lombard Fire Department Phase 2 Annual Maintenance **(10/10/2025 - 10/09/2026).** *PC2019-98R11*	$2,335.00
Pleasantview Fire Protection District Phase 2 Annual Maintenance **(10/10/2025 - 10/09/2026).** *PC2019-98R11 Pleasantview*	$530.00
Roselle Fire Department Phase 2 Annual Maintenance **(10/10/2025 - 10/09/2026).** *PC2019-98R11 Roselle*	$530.00
Tri-State Fire Protection District Phase 2 Annual Maintenance **(10/10/2025 - 10/09/2026).** *PC2019-98R11 Tri-State*	$850.00
Tri-State Fire Protection District Add-On Annual Maintenance **(10/10/2025 - 10/09/2026).** *PC2021-074*	$220.00
Warrenville Fire Protection District Phase 2 Annual Maintenance **(10/10/2025 - 10/09/2026).** *PC2019-98R11 Warrenville*	$640.00
Westmont Fire Department Phase 2 Annual Maintenance **(10/10/2025 - 10/09/2026).** *PC2019-98R11 Westmont*	$2,970.00
Westmont Fire Department Add-On Annual Maintenance **(10/10/2025 - 10/09/2026).** *No quote provided for second cameras.*	$210.00
York Center Fire Protection District Phase 2 Annual Maintenance **(10/10/2025 - 10/09/2026).** *PC2019-98R11 York*	$320.00
FY26 Total	**$215,505.00**
GRAND TOTAL FY25-FY26	**$424,730.00**

PURVIS AGREEMENTS: The provided PURVIS FSAS Standard License Agreement and the PURVIS FSAS Maintenance Agreement (Version 3-2024) will be incorporated as part of any orders, or change orders, placed for the PURVIS Fire Station Alerting System. Any negotiation of Agreement terms must be in writing , and mutually agreed upon by both parties, prior to order placement. In the absence of a negotiation the Customers issuance of an order shall constitute acceptance of all Agreements as written. The current version of this Agreement shall supersede and replace all prior agreements, between PURVIS and the Customer.

EXPORT CONTROL: Products purchased or received under any resulting Sale may be subject to export control laws, restrictions, regulations, and orders of the United States. Customer agrees to comply with all applicable export laws, restrictions and regulations of the United States or foreign agencies or authorities, and shall not export, or transfer for the purpose of re-export any product to any prohibited or embargoed country or to any denied, blocked or designated person or entity as mentioned in any United States or foreign law or regulation.

END-USER LICENSE AGREEMENT
PURVIS FIRE STATION ALERTING SYSTEM (FSAS)

This End-User License Agreement ("Agreement") is effective as of the date of the latest signature below (hereinafter "Effective Date") between PURVIS Systems Incorporated, a New York Corporation, ("PURVIS" or "Licensor"), located at 88 Silva Lane, Middletown, RI 02842 and the **Dupage County ETSB** ("Licensee"), located at **421 N. County Farm Rd, Wheaton, IL 60187**

RECITALS

WHEREAS, Licensor has developed the PURVIS Fire Station Alerting System™ ("PURVIS FSAS" or "FSAS") and desires to grant Licensee a license to use the Software;

WHEREAS, Licensee wishes to use the Software under the terms and conditions set forth in this Agreement;

WHEREAS, Licensor and Licensee have executed one or more Contract(s) and/or Purchase Order(s) ("Contract") for the Licensee's procurement of the PURVIS FSAS;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Licensor and Licensee hereby agree as follows:

1. GRANT OF LICENSE

PURVIS grants Licensee a non-exclusive, perpetual license to use the Software only in connection with the PURVIS FSAS and solely for Licensee's internal business use. "*Software*" means all software, firmware, and databases created by PURVIS for the PURVIS FSAS. Refer to PURVIS' proposal and/or the Contract for the specific Software items licensed by Licensee under this Agreement.

2. RESTRICTIONS ON USE

No license or right is granted to license, sell, disclose, or otherwise transfer the Software to others. Licensee shall not manufacture, modify, reproduce, copy, reverse engineer, decompile, disassemble, or create derivative works of Software. Licensee acknowledges that any documentation delivered in connection with the software included in the FSAS is PURVIS' proprietary information, and Licensee may not disclose, assign, or sublicense such documentation and information to anyone without PURVIS' prior written consent and then only on terms acceptable to PURVIS, except as may be required by law. Licensee represents and warrants that it is acquiring the Software and the FSAS for its own business use and purpose, without any intention to re-sell or transfer the Software or the FSAS to any third party.

3. MAINTENANCE AND SUPPORT

Warranty and Maintenance services shall be provided in accordance with the PURVIS FSAS Service Agreement, for the periods and prices set forth in the Contract.

4. TERM OF AGREEMENT

This Agreement shall commence on the effective date and shall continue in effect until terminated by PURVIS or Licensee.

5. TERMINATION

Except as expressly stated to the contrary in the Contract, if either party fails to comply with any terms and conditions of this Agreement, the other party may terminate this Agreement upon 30 days written notice, specifying such breach, unless within the period of such notice, all breaches specified therein have been cured. Licensee's failure to pay PURVIS amounts due shall be considered a material breach of this Agreement.

Upon termination, PURVIS shall remove the Software from the Licensee's equipment. Licensee shall allow PURVIS reasonable access to the equipment so that PURVIS can remove the Software. Licensee agrees that it has no right to, and hereby expressly releases and holds PURVIS harmless from any liability for any damages, equitable relief, or indemnification of any kind, including but not limited to loss of profits, or any other cost, damage, liability, loss or expense incurred by Licensee due to any expiration or termination of this Agreement.

6. WARRANTY AND REMEDIES

PURVIS warrants that Software manufactured by PURVIS, under normal use and service as originally delivered to Licensee, will function substantially in accordance with the functional description in the PURVIS proposal or the Contract. PURVIS' sole liability and Licensee's sole remedy for breach of this Software warranty shall be, at PURVIS' election, PURVIS' good faith effort to rectify the nonconformity or replace the Software with Software that conforms. This warranty does not apply if Software failure is a result of accident, misuse, abuse, misapplication, or unauthorized modification by Licensee.

7. INTELLECTUAL PROPERTY

(a) *Ownership.* PURVIS alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the licensed Software contained in the FSAS. "Intellectual Property Rights" means all exclusionary, proprietary, or other rights existing from time to time under patent, copyright, trade secret, trademark, unfair competition, or other laws. The PURVIS name, the PURVIS logo, and the product names associated with the FSAS are trademarks of PURVIS or third parties, and no right or license is granted to use them. In the course of the performance of this Agreement, PURVIS may disclose to Licensee certain confidential information regarding the design, computer code, specifications, and other matters regarding the Software and the FSAS. Licensee agrees to hold all such information disclosed to Licensee regarding the Software and the FSAS confidential for a period of five (5) years after the termination of this Agreement and Licensee shall not during such period disclose any confidential information regarding the Software or the FSAS to any third party, except as may be required by law or pursuant to a valid court order or subpoena. Licensee shall promptly notify PURVIS of the receipt of any court order, subpoena, or other legal request, and afford PURVIS the opportunity to contest or limit any such court order, subpoena, or request as the same may relate to the Software and the FSAS and any confidential information relating thereto.

(b) *PURVIS FSAS IP Indemnity*. Except as expressly provided in the Contract, PURVIS will defend and hold Licensee harmless against any claims, legal actions, and other expenses in connection with any claims that the FSAS or any Hardware or Software created by PURVIS within the FSAS infringes or violates intellectual property rights of any third party, on the condition that Licensee notifies PURVIS promptly of the claim and gives PURVIS sole control of the defense and negotiations for its settlement or compromise. If Licensee is, or may become, prohibited from use of the FSAS by reason of an actual or anticipated claim, PURVIS will use its reasonable efforts, at PURVIS' sole cost and expense, to either: (a) obtain for Licensee the right to use the

FSAS, (b) replace or modify the FSAS so that it is no longer subject to a claim but performs the same functions in an equivalent manner, or (c) refund to Licensee the amount paid in respect to the FSAS. PURVIS shall not have any liability to Licensee if the infringement or other violation of a third party right is based in any way upon (i) the use of the FSAS in combination with other components, equipment or software not furnished by PURVIS, (ii) third party or off-the-shelf Hardware or Software used in conjunction with or incorporated into the FSAS; or (iii) any component of the FSAS which has been modified or altered by Licensee without authorization. EXCEPT AS EXPRESSLY PROVIDED IN THE CONTRACT, THIS SECTION STATES THE ENTIRE RESPONSIBILITY OF PURVIS CONCERNING INTELLECTUAL PROPERTY CLAIMS REGARDING THE FSAS AND PURVIS' HARDWARE AND SOFTWARE AND WILL SURVIVE TERMINATION OF THE AGREEMENT.

(c) *Third Party Hardware and Software IP Indemnity Pass-through*. Except as expressly provided in the Contract, with respect to any third-party hardware or software contained in the FSAS, PURVIS agrees to pass on to Licensee, to the extent permissible under applicable agreements, any warranties, or indemnities with regard to patent or copyright infringement provided to PURVIS by such vendors. PURVIS is not authorized to act as agent for any vendor in patent or copyright matters. PURVIS will, upon notification from Licensee of any allegation of patent or copyright infringement involving third-party hardware or software, promptly notify the vendor(s), and assist (at Licensee's expense) in obtaining from vendor(s) such remedies as may be contained in PURVIS' agreement(s) with such vendor(s).

(d) *Improvements*. All rights, title and interest in and to any inventions, discoveries, improvements, methods, ideas, computer and other apparatus programs, derivatives and related documentation, other works of authorship fixed in any tangible medium of expression, or other forms of intellectual property, whether or not subject of statutory protection, which are made, created, developed, written, conceived or first reduced to practice by PURVIS solely, jointly or on its behalf, in the course of, arising out of, or as a result of work performed under this Agreement shall belong to and be the sole and exclusive property of PURVIS.

8. PERSONAL DATA CONTAINED WITHIN THE FSAS OR ANY HOSTED SERVICES

PURVIS does not own any personal data, information or material that may be introduced into or contained within the FSAS in the course of Licensee's use of the FSAS, including, without limitation, cellular telephone numbers, names, email addresses or other information by which individuals are contacted or identified ("Personal Data"). Licensee, not PURVIS, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Personal Data. Licensee is responsible for the Personal Data and PURVIS shall not be responsible or liable for the deletion, correction, destruction, damage, loss, or failure to store any Personal Data.

9. LIMITATION OF LIABILITY

EXCEPT FOR ANY EXPRESS HARDWARE OR SOFTWARE WARRANTIES PROVIDED IN THE AGREEMENT AND THE CONTRACT, PURVIS AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE FSAS OR ANY HARDWARE, SOFTWARE or SERVICES THEREIN. PURVIS AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE FSAS WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE FSAS WILL MEET LICENSEE'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED

DATA WILL BE ACCURATE OR RELIABLE, (D) THE EFFECTIVENESS OF THE FSAS IN CONVEYING EMERGENCY MESSAGES OR WARNINGS, OR THE USE TO WHICH ANY RESPONDER OR OTHER PARTY MAY PUT SUCH MESSAGES OR WARNINGS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE FSAS OR THE SERVER(S) THAT MAKE THE FSAS AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE FSAS AND ALL CONTENT IS PROVIDED TO LICENSEE STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY PURVIS AND ITS LICENSORS.

EXCEPT AS EXPRESSLY PROVIDED IN ANY OTHER CONTRACT OR AGREEMENT BETWEEN THE PARTIES RELATING TO THE FSAS SYSTEM, IN NO EVENT SHALL PURVIS'S AGGREGATE LIABILITY UNDER THE AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM LICENSEE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. EXCEPT AS EXPRESSLY PROVIDED IN ANY OTHER CONTRACT OR AGREEMENT BETWEEN THE PARTIES RELATING TO THE FSAS SYSTEM, IN NO EVENT SHALL PURVIS AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE FSAS, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE FSAS, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF PURVIS HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. INTERNET DELAYS

THE FSAS OR ANY HOSTED SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. PURVIS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. LICENSEE IS SOLELY RESPONSIBLE FOR ITS ACCESS TO THE INTERNET FOR PURPOSES OF USING THE FSAS AND ANY HOSTED SERVICES. PURVIS IS NOT AN INTERNET PROVIDER AND HAS NO RESPONSIBILITY WHATSOEVER IN ARRANGING FOR, OR MONITORING, THE LICENSEE'S ACCESS TO THE INTERNET IN ORDER TO USE THE FSAS OR ANY HOSTED SERVICES.

11. FORCE MAJEURE

Neither party shall be liable to the other for any failure to perform its obligations hereunder and shall have no liability whatsoever as a result of any cause beyond the reasonable control of such party, including without limitation: acts of the other party; acts of the Government; acts of God; acts of third persons; strikes, embargoes, delays in the mail, transportation and delivery; power failures and shortages; fires, floods, epidemics and unusually severe weather conditions; or other causes beyond the control of such party.

12. SEVERABILITY

If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in force and full effect. Notwithstanding the provisions of the

foregoing sentence, if such invalidity shall change the basic intent of the parties as set forth in this Agreement, the rights, duties, or obligations or either party hereunder shall be subject to good-faith renegotiations between the parties.

13. NON-WAIVER

The failure of either party to exercise any right provided in this Agreement shall not constitute a waiver of any right hereunder.

14. ASSIGNMENT

Neither party shall assign, sell, transfer, or in any way encumber its interest under this Agreement without first obtaining the written consent of the other party hereto.

15. NOTICES

All notices required hereunder shall be in writing and shall be delivered to the address indicated in the Agreement (or at such other address as shall be given pursuant to this provision by either of the parties to the other).

16. INDEPENDENT COMPANY

It is understood and agreed by and between the parties that PURVIS, in satisfying the conditions of this Agreement, is acting independently, and that Licensee assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by PURVIS pursuant to this Agreement shall be in the capacity of an independent company, and not as an agent or employee of Licensee. PURVIS shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of the Agreement.

17. COMPLIANCE WITH LAWS/LAWS GOVERNING

Each party shall comply with all applicable federal, state or local laws, regulations or ordinances in effect on the date of this Agreement or thereafter adopted. The parties shall conduct all of their activities associated with this Agreement consistent with these applicable regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island.

18. CERTAIN LAWS

The PURVIS FSAS uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of Switzerland and the European Union. Licensee agrees to comply strictly with all U.S., Swiss and European Union export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. Licensee acknowledges and agrees that the Software shall not be used by, transferred or otherwise exported or re-exported to countries as to which the United States, Switzerland and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Software, Licensee represents and warrants that Licensee is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National.

19. AGREEMENT

This Agreement sets forth the entire understanding between the parties as to the subject matter herein, and supersedes all prior agreements, discussions, and understandings, expressed or implied, between the parties. This Agreement may not be altered except by a written agreement signed by both parties.

20. COUNTERPARTS

This Agreement may be executed in counterparts, each of which will be deemed to be an original and such counterparts together will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized representatives on the day and year first above written.

PURVIS Systems Incorporated (Licensor)		Licensee	
Authorized Signature	Date	Authorized Signature	Date
Danielle Flynn, Contracts Manager			
Printed Name and Title		Printed Name and Title	

PURVIS FIRE STATION ALERTING SYSTEM (FSAS) SERVICE AGREEMENT

CUSTOMER: Dupage County ETSB

I. INTRODUCTION

This Service Agreement ("Agreement") is effective upon Customer's written acceptance of the PURVIS FSAS system (FSAS), or as otherwise specified in the Customer's Contract/Purchase Order(s) ("Contract") and will continue for the time period specified in the Contract. This Agreement will remain in effect for any subsequent service periods purchased by the Customer via mutual written agreement of the parties at the prices set forth in the Contract, quote, or as otherwise mutually agreed.

The terms and conditions in the End-User License Agreement for the PURVIS Fire Station Alerting System, executed by PURVIS and Customer, are incorporated herein by reference.

The warranty, maintenance and support services provided under this Agreement cover all PURVIS-provided hardware and software identified in the PURVIS FSAS Contract(s) with Customer. Failures must be caused by PURVIS-provided FSAS hardware and/or software in order to be covered by this Agreement, except that Customer-provided hardware and/or software is covered only to the extent that it is explicitly identified in the Contract as being covered.

Services shall be performed by trained, experienced and qualified personnel and with due care, skill, and diligence in accordance with applicable industry standards and the terms of this Agreement.

This Agreement includes the following services:

Standard Services – Remote Support	**Included**

Optional Services	**Select if Applicable**
Option 1: On-Site Support	Included

II. DESCRIPTION OF SERVICES

STANDARD SERVICES – REMOTE SUPPORT

Standard Services include Help Desk, Emergency/Non-Emergency Hardware and Software Repairs, Software Version Updates, and Remote Access Support. Remote technical support is provided by phone or remote access. On-site support is not provided under standard services and is available as an Option.

TYPES OF SERVICE REQUESTS AND RESPONSE TIMES

Emergency Service Request is defined as a major failure of PURVIS-provided FSAS software or hardware that results in no service at one or more locations. Response to an Emergency

Service Request is provided within four hours following request. PURVIS will troubleshoot, diagnose, and repair emergency system failures 24/7/365, including holidays, until resolved.

Non-Emergency Service Request is defined as a failure or incident in which the service continues to operate, but a non-critical PURVIS-provided feature, such as a speaker or LED light, is not available or does not function as it should. Service for non-emergency failures is provided during normal business hours, Monday through Friday, between the hours of 8 AM and 5 PM Customer Local Time, excluding federal holidays. Response to a Non-Emergency Service Request is provided within the next business day and will typically be resolved within two business days.

A. HELP DESK

CUSTOMER MUST INITIATE A SERVICE REQUEST BY CONTACTING THE PURVIS 24x7x365 HELP DESK:

FOR EMERGENCY SUPPORT:

PHONE: 866-841-2824

FOR NON-EMERGENCY SUPPORT:

ONLINE: HTTPS://SUPPORT.PURVIS.COM or
E-MAIL: support@purvis.com

The PURVIS Help Desk receives and logs all customer support calls and creates trouble tickets for all calls received.

All Emergency Requests will be confirmed by return phone call: a PURVIS Support Engineer will acknowledge Customer's request within two (2) hours of receipt and will solicit specific details regarding the service request if needed. Following this initial response, PURVIS will confirm that it is an Emergency Service Request or will reclassify it as a Non-Emergency Service Request if applicable.

For Online or Email requests: a PURVIS Support Engineer shall acknowledge Customer's request within two (2) hours of receipt during normal business hours, Monday through Friday, between the hours of 8 AM and 5 PM Customer Local Time, excluding federal holidays. PURVIS will solicit specific details regarding the service request if needed.

B. HARDWARE AND SOFTWARE WARRANTY

Hardware Repair/Replacement

PURVIS warrants that the Hardware provided by PURVIS for the PURVIS FSAS will be free of defects in materials and workmanship and conform to specifications set forth in the Contract and any FSAS user manuals/documentation provided to Customer. PURVIS' sole liability and responsibility under this Agreement is to repair or replace, at PURVIS' option, any Hardware provided by PURVIS, which PURVIS determines does not conform to the warranty.

For hardware failures that result in a critical system operation failure, PURVIS will ship a replacement Hardware device or component to the Customer within one (1) business day of determination by PURVIS that the Hardware provided by PURVIS has failed and does not conform to the warranty. All shipments for critical system operation failure items will be scheduled for overnight delivery.

For hardware failures that result in a non-critical operation failure, PURVIS will ship a replacement Hardware device or component to the Customer within seven (7) business days of determination by PURVIS that the Hardware provided by PURVIS has failed and does not conform to the warranty.

For Customers that maintain an on-site FSAS Spares inventory, PURVIS will deliver the repaired or replacement Hardware device or component to the Customer within thirty (30) calendar days to replenish the Customer's Spares inventory.

The Customer is responsible for shipping the failed hardware device or component to PURVIS' RI office within 5 business days of reporting failure. The Customer is responsible for shipping costs.

NOTE: If Customer purchases Option 1, On-Site Services, shipping of hardware between Customer and PURVIS is not applicable, since PURVIS will provide delivery and/or pick-up of hardware while performing on-site services.

Software Repair/Replacement

"Software" means all software, firmware, and databases created by PURVIS for the PURVIS FSAS. Refer to PURVIS' proposal and/or the Contract for the specific Software items licensed by Licensee under this Agreement.

PURVIS warrants that Software manufactured by PURVIS, under normal use and service as originally delivered to Customer, will function substantially in accordance with the functional description in the PURVIS documentation. PURVIS' sole liability and Customer's sole remedy for breach of this Software warranty shall be, at PURVIS' election, PURVIS' good faith effort to rectify the nonconformity or replace the Software with Software that conforms.

Customer is expected to perform any configuration updates/changes to the system.

C. SOFTWARE VERSION UPGRADES

General availability software version upgrades for critical issue patches and scheduled major version upgrades are included as part of this Agreement. Any critical software issues that may arise will be addressed and patches will be released in General Availability as soon as they are completed and successfully pass a rigorous regression test cycle.

PURVIS will load new updates into the customer's system using the Software Update feature on the PURVIS FSAS DM Console. Newly installed updates can be automatically pushed to PURVIS FSAS Station Control Units and the Central Servers at any time. All software updates will be coordinated with the Customer.

D. REMOTE SOFTWARE SUPPORT

Remote Software Support is provided through VPN or other remote service tool; and it allows PURVIS to connect to each FSAS location to diagnose issues, update system software, and provide remote technical support.

OPTIONAL SERVICES

OPTION 1:

ON-SITE SUPPORT may be purchased as an Option, and includes all of the above standard services in addition to the following:

On-Site Technical Assistance is provided to support service requests that are not resolved remotely. On-site maintenance services are available 24x7x365 and will be provided in accordance with the response times for the type of service request. When on-site services are provided, shipping of hardware between Customer and PURVIS is not applicable, since PURVIS will provide delivery and/or pick-up of hardware while performing on-site services.

Preventive Maintenance is included with the on-site support option. One (1) preventive maintenance visit per station per year is scheduled during normal business hours of Monday – Friday between the hours of 8 AM and 5 PM Customer Local Time. Preventive maintenance is performed with the objectives of prolonging the life of equipment and preventing the need for corrective and emergency repairs. All major components of the system are cleaned and tested, and any unreported equipment failure is identified and repaired. Preventive Maintenance is not applicable during the first year of this Agreement.

III. LIMITATIONS/CUSTOMER RESPONSIBILITIES

1. This Agreement does not cover hardware and software that Customer purchased from a vendor other than PURVIS, including existing Customer-owned hardware that is connected to PURVIS FSAS, unless such items are explicitly identified in the Contract as being covered.
2. This Agreement does not cover Software failure resulting from accident, misuse, abuse, misapplication or unauthorized modification by Customer.
3. This Agreement does not cover Hardware that requires replacement/repair due to normal wear and tear (such as UPS battery), is damaged as a result of vandalism, misuse, force majeure or other act of God (such as fire, flood, lightning, etc.), is disassembled, modified or tampered with, or is otherwise negligently or improperly installed or maintained by Customer.
4. This Agreement does not cover replacement of hardware in the event that hardware becomes obsolete (technical refresh).
5. Customer is responsible for applying Windows and Antivirus updates. PURVIS shall provide Customer with document entitled “Microsoft Windows Patching” for reference when applying such updates.
6. Customer must provide PURVIS with remote access to the PURVIS FSAS to enable PURVIS to connect to the FSAS system at each location.
7. Customer must designate a single point of contact that will initiate service requests via the PURVIS help desk, and that PURVIS can contact to request Customer personnel support for troubleshooting or on-site repair services.
8. If the Optional on-site support is not applicable to this Agreement, Customer is responsible for on-site preventive maintenance and on-site technical support of the FSAS.
9. If Optional on-site support is applicable, Customer must provide PURVIS maintenance personnel with timely access to locations as needed to perform on-site services.

IV. OUT OF SCOPE SERVICES

In the event that PURVIS provides support under this Agreement in response to a Help Desk request, and PURVIS determines it to be an issue not covered under the applicable Software Warranty and/or Hardware Warranty or as a result of customer's non-compliance with the terms of this Agreement ("out-of-scope service"), PURVIS reserves the right to be reimbursed for such services. PURVIS shall invoice on a Time and Materials basis for such out of scope services at the then current hourly rate, and payment terms shall be Net 30. The current hourly rate of $165 per hour for out-of-scope services is effective through calendar year 2024 and will be subject to 3% annual escalation thereafter.

Required Vendor Ethics Disclosure Statement

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

Date: July 23 2024

Bid/Contract/PO #: PC 2024-296

Company Name: PURVIS systems Incorporated	Company Contact: Danielle Flynn
Contact Phone: 401-845-8432	Contact Email: dflynn@purvis.com, contracts@purvis.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

Printed Name: Danielle Flynn

Title: Contracts Manager

Date: Jul 23, 2024

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

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

File #: ETS-R-0067-24 **Agenda Date:** 10/9/2024 **Agenda #:** 7.E.3.

AWARDING RESOLUTION TO INSIGHT PUBLIC SECTOR, INC. PO 924032 FOR A ONE (1) YEAR MAINTENANCE RENEWAL OF LICENSING ON THE VIRTUAL ENVIRONMENT AND STAND-ALONE BACKUP SERVERS FOR THE PERIOD OF OCTOBER 13, 2024 THROUGH OCTOBER 16, 2025 (TOTAL AMOUNT NOT TO EXCEED: $17,145.44)

WHEREAS, the DuPage County Emergency Telephone System Board ("DU PAGE ETSB") is an emergency telephone system board, established pursuant to Section 15.4 of the Local Government Emergency Telephone System Act, 50 ILCS 750/15.4 ("Act"); and

WHEREAS, the DU PAGE ETSB is authorized and empowered, pursuant to Section 15.4 (b) of the Act to plan, implement, upgrade, and maintain an Emergency 9-1-1 System for citizens of the County of DuPage and portions of Cook, Kane and Will counties; and

WHEREAS, the DU PAGE ETSB is authorized by law and local ordinance to make disbursements from the 9-1-1 surcharge funds it receives pursuant to law for costs related to products and services necessary for the implementation, upgrade and maintenance of the emergency telephone system; and

WHEREAS, an agreement has been negotiated in accordance with the DU PAGE ETSB by ordinance; and

WHEREAS, the 9-1-1 System Coordinator recommends DU PAGE ETS Board approval of Purchase Order 924032 to Insight Public Sector for a for a maintenance renewal of the licensing on the virtual environment (VMWare) servers and the alignment of maintenance for the stand alone servers for a period from October 13, 2024 through October 16, 2025. Total amount of $17,145.44.

NOW, THEREFORE BE IT RESOLVED, that DU PAGE ETSB Requisition 924032, dated August 22, 2024, covering said, a one (1) year renewal of Veeam licensing maintenance, be, and it is hereby approved by the DU PAGE ETSB to Insight Public Sector, 2701 E. Insight Way, Chandler, AZ 85286, for an amount not to exceed $17,145.44.

Enacted and approved this 9th day of October, 2024 at Wheaton, Illinois.

_____

GREG SCHWARZE, CHAIR

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: 0227680336	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $17,145.44
COMMITTEE: ETSB	TARGET COMMITTEE DATE: 09/11/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $17,145.44
	CURRENT TERM TOTAL COST: $17,145.44	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Insight Public Sector, Inc.	VENDOR #: 10809	DEPT: ETSB	DEPT CONTACT NAME: Eve Kraus
VENDOR CONTACT: Bob Erwin	VENDOR CONTACT PHONE: 4803667058	DEPT CONTACT PHONE #: 630-550-7743	DEPT CONTACT EMAIL: etsb911@dupagecounty.gov
VENDOR CONTACT EMAIL: teamil@insight.com	VENDOR WEBSITE: insight.com	DEPT REQ #: 924032	

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.). Recommendation for approval of Purchase Order 924032 to Insight Public Sector, Inc. for a maintenance renewal of the licensing on the virtual environment (VMWare) servers and the alignment of maintenance for the stand alone servers for a period from October 13, 2024 through October 16, 2025. Total amount of $17,145.44.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
VMware creates a virtual machine that behaves like an actual computer and allows multiple applications and operating systems to run on one server. Veeam provides backup of servers. This will is a renewal of licensing and maintenance on the virtual environment (VMware) that hosts the servers and backup and replication universal licenses.

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. This renewal is being made through the OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES (#23-6692-03) contract. Two other quotes were requested, one from CDW-G ($20,014.52) and the other from SHI International Corp. ($18,358.80), purchasing through Insight offered the lowest cost.
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. Approve Purchase Order 924032 to allow for the renewal of Veeam maintenance. 2. Deny Purchase Order 924032 and not allow for maintenance renewal on the virtual environment.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific. N/A
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not. N/A
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted. N/A

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Insight Public Sector, Inc.	Vendor#: 10809	Dept: DuPage ETSB	Division:
Attn: Bob Erwin	Email: teamil@insight.com	Attn: 9-1-1 Coordinator	Email: etsb911@dupagecounty.gov
Address: 2701 E. Insight Way	City: Chandler	Address: 421 N. County Farm Road	City: Wheaton
State: AZ	Zip: 85286	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-550-7743	Fax:
Send Payments To:		*Ship to:*	
Vendor: Insight Public Sector, Inc.	Vendor#: 10809	Dept: DuPage ETSB	Division:
Attn:	Email:	Attn:	Email: etsb911@dupagecounty.gov
Address: 2701 E. Insight Way	City: Chandler	Address: 421 N. County Farm Road	City: Wheaton
State: AZ	Zip: 85286	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Oct 13, 2024	Contract End Date (PO25): Oct 16, 2025

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	2	EA	VFDNVUL0ISU 1AR00	Veeam Data Platform Foundation UniversalLicense - Upfront Billing License (renewal)(1 year) + Production Support - 10 instances FY24-25	FY24	4000	5820	53807		1,385.40	2,770.80
2	28	EA	VFDNENTVSPB 1AR00	Veeam Prepaid Renew Basic Support Services - technical support - 1 year FY24-25	FY24	4000	5820	53807		513.38	14,374.64

FY is required, ensure the correct FY is selected. Requisition Total $ 17,145.44

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Per Quote 0227680336.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Please send the PO to ETSB to send to the vendor.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB. LMZ 8/22/24

INSIGHT PUBLIC SECTOR SLED
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

SOLD-TO PARTY 11044050

DUPAGE COUNTY ETSB
JERRY FURMANSKI
421 N COUNTY FARM RD
WHEATON IL 60187-3978

SHIP-TO

DUPAGE COUNTY ETSB
JERRY FURMANSKI
421 N COUNTY FARM RD
WHEATON IL 60187-3978

Quotation

Quotation Number	:	0227680336
Document Date	:	15-AUG-2024
PO Number	:	
PO Release	:	
Sales Rep	:	Bob Erwin
Email	:	BOB.ERWIN@INSIGHT.COM
Phone	:	+14803667058
Sales Rep 2	:	Jam Pagaduan
Email	:	JOMAR.PAGADUAN@INSIGHT.COM
Phone	:	+632132834468

We deliver according to the following terms:

Payment Terms	:	Net 30 days
Ship Via	:	Electronic Delivery
Terms of Delivery	:	FOB DESTINATION
Currency	:	USD

Material	Material Description	Quantity	Unit Price	Extended Price
VFDNVUL0ISU1AR00	Veeam Data Platform Foundation Universal License - Upfront Billing License (renewal) (1 year) + Production Support - 10 instances Coverage Dates: 13-OCT-2024 - 16-OCT-2025 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 1429.99 Discount: 3.118%	2	1,385.40	2,770.80
VFDNENTVSPB1AR00	Veeam Prepaid Renew Basic Support Services - technical support - 1 year Coverage Dates: 17-OCT-2024 - 16-OCT-2025 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 635.99 Discount: 19.279%	28	513.38	14,374.64

Product Subtotal	17,145.44
TAX	0.00
Total	17,145.44

Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

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

Jam Pagaduan
+632132834468
JOMAR.PAGADUAN@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 have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

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.
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 No. 21070

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 Count y 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

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

Authorized Signature

President
Title

4/4/2023
Date

FEDERAL TAX ID NUMBER

36-3949000

Approved as to form

County Attorney's Office

April 25, 2023
Date

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1. Cover Letter

The proposer shall provide a cover letter describing a brief history of the Proposer and its organization. The letter will list the Principal or Officer of the organization who will be the County's primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects on the scope of products and services on behalf of the Proposer.
An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter.

Insight Response:

Insight provided a cover letter per RFP requirements; it can be found at the beginning of our proposal document.

2. Executive Summary

The Proposer shall provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the proposal.

Insight Response:

Insight has carefully read the RFP and we are confident in our ability to exceed the requirements. Insight approaches opportunities to provide solicited services by assigning teams of specialists whose experience and knowledge of government contracts allows them to develop complete solutions to support the entire lifespan of our clients' IT assets.

We understand that operational functionality is a critical component to the success of contracts for any organization similar to Cobb County and OMNIA Partners. As a result, we have created back-office teams dedicated to each aspect of public sector contracts, including—but not limited to—compliance, credit, invoicing, procurement, and publisher paperwork.

As Insight Public Sector is entirely focused on providing IT solutions to public sector clients, we have the resources, processes, and flexibility to provide all levels of government and education clients with equal benefits and attention. We leverage the same tools and cost-saving techniques that utilize economies of scale, which allows us to provide consistent levels of service to large and small participants alike. Furthermore, we understand that budgets represent taxpayer money, and that the responsibilities of procurement and respecting manufacturer and publisher compliancy rules are more heavily weighted as a public sector participant than in a commercial environment. Insight's compliance team assures you meet these commitments.

Experience has taught us that certain segments of our public sector client base require specialized procurement options. Our approach is to ensure that each client receives the individual attention they need; as a result, Insight has divided our resources into vertical segments to match each client (e.g., government and education). This organizational structure ensures each vertical receives maximum support from Insight resources who understand the specific needs of each vertical.

Insight uses eCommerce tools to help our clients reduce cost, increase operational efficiency, eliminate errors, and control rogue purchases. Tools such as our web portal, built-in workflow, on-demand reporting, and license proofs provide equal service levels and cost-saving opportunities regardless of the size of the contract participant, as all our tools are scalable to size. Our eCommerce solutions provide an easy and effective way for us to keep our clients up to date with technological changes.

Although operational functionality and eCommerce are critical components of our approach to providing solicited services, the most important component of Insight's overall approach to this contract is our people. We are proud of the depth of experience and knowledge we make available to Participating Public Agencies through our account teams. Each employee at Insight either supports clients directly or supports someone else who does; we are all equally committed to our clients' satisfaction and success.

Insight's nationwide presence, which includes over 50 offices and over 200 public sector-focused sales and support teammates across the country, makes us the best choice for this contract and provides the 'feet on the street' necessary to make this Master Agreement more successful than ever before. We are 100% dedicated to OMNIA Partners members' continued growth and success.

Insight is offering Cobb County, OMNIA Partners, and all Participating Public Agencies every product and service available through Insight. Our offering also includes nationwide full life-cycle service offerings that allow us to provide out-sourcing of entire IT departments as well as services that allow us to manage a client's technology assets from inception to retirement. Insight has decades of experience providing customized solutions nationally for our clients.

Insight, Cobb County, and OMNIA Partners: A Growing IT Partnership

Insight's core values of hunger, heart, and harmony emphasize a deep commitment to service across all aspects of our business. In addition, our desire to create a positive impact in the lives of our clients, partners, and teammates positions Insight as a world-class partner aligned with Cobb County's and OMNIA Partners' strategic vision.

As an industry leader, Insight will continue to invest in our people, systems, and portfolio of offerings worldwide. By combining technology hardware, software, and services, Insight will regularly offer Participating Public Agencies custom-tailored solutions designed to meet their unique requirements and changing IT goals, while streamlining IT management and reducing their total cost of ownership.

The greatest value that Insight can provide to Cobb County and OMNIA Partners is that we leverage our extensive capabilities and resources to properly evaluate requirements. Our creative thinking and optimized pricing methodologies ensure the solutions we suggest drive significant value to your organizations.

Insight appreciates the opportunity to continue to build a successful partnership with Cobb County and OMNIA Partners, and we look forward to next steps following the RFP process. In the meantime, please contact us regarding any further questions or requests for additional information.

3. Company Background / Profile

Provide information on company background to include the following:

Insight Response:

As part of a $9.4 billion global company, Insight Public Sector, Inc. ("Insight") has successfully delivered solutions to clients like Cobb County for over 34 years.

Our parent company, Insight Enterprises, Inc. now ranks No. 373 on the Fortune 500, fulfilling a mission to help clients maximize the day-to-day value of IT while pursuing more incredible business transformation. Insight is also on the Channel Futures MSP 501, ranking No. 1 of IT service providers globally.

At Insight, we believe diversity is a critical component of our success. As a Fortune 100 Best Workplaces for Diversity company, our people are our greatest strength. We work diligently to promote a culture that celebrates and rewards creative thinking, collaborative decision-making and innovative solutions. Our teammates represent a wide range of backgrounds, life experiences, and viewpoints, which we believe leads to stronger teams.

Central to fostering a rich culture of diversity at Insight is a shared set of values among teammates:

- We respect and take care of each other.
- We exist to serve our clients.
- We act with integrity in all that we do.

Notable achievements include:

- Insight President & CEO Joyce Mullen named Top Channel Influencer by Channel Futures
- Insight Named a Finalist in Fast Company's 2022 World Changing Ideas Awards (Education Category)
- Insight earned a perfect score on the Human Rights Campaign Corporate Equality Index
- ADP's Humanity at Work Award
- Insight ranked at No. 59 for Diversity on Forbes Best Employers List
- Insight ranked at No. 83 on Barron's 100 Most Sustainable Companies
- Insight ranked at No. 95 on World's Best Employers List
- 2022 Corporate Equality Index 100 out of 100
- 2022 Microsoft Partner of the Year Award for Manufacturing
- 2022 Intel North America Partner of the Year
- 2022 Aruba Partner of the Year
- 2021 Microsoft Azure Security Deployment Partner of the Year
- 2021 Veritas Technologies Top National Business Partner of the Year

An organizational chart of our proposed project team is included in **Section 9 – Appendices, Appendix A**. Relevant background and experience for the key team members is as follows:

Team Member	Background & Experience
Scott Friedlander – Senior Vice President, Public Sector	Scott will provide executive leadership and serve as the main point of contact for all executive-level discussions between Insight and OMNIA Partners leadership. He has been in public sector sales for 40 years and with Insight (by way of acquisition) for 4 years.
Erica Falchetti – Sr. SLED Market Leader, Capture & Business Development	Erica will serve as the National Account Manager for OMNIA Partners and will provide direction for the sales teams to drive consistent sales growth and oversee the contract marketing strategy. She has been with Insight for 14 years.
Kevin Hallihan – Field Sales Market Leader, East/Central	Kevin leads our field SLED sales teams in the East and Central. He has been with Insight for 23 years.
Brian Louderback – Field Sales Market Leader, West/TOLA	Brian leads our field SLED sales teams in the West and TOLA. He has been with Insight for 23 years.
Ken Richter – Inside Sales Market Leader	Ken leads our nationwide inside SLED sales teams. He has been with Insight for 23 years.
Clayton Boras – Sales Market Leader, Higher Education	Clayton leads our field and inside higher education sales teams. He has been in public sector sales for 24 years and with Insight for 6 months.
Kathy Kramer – Marketing Manager	Kathy leads our public sector marketing teams. She has been in marketing roles for over 25 years and with Insight (by way of acquisition) for 6 years.
Paul Geils – Sr. Manager, SLED Compliance	Paul and his team will be responsible for ensuring Insight remains compliant with the terms of the contract, specifically as it relates to pricing, reporting, audits, and user access. He has been with Insight for 24 years.

a. *Legal name, address, phone and fax numbers, e-mail, Federal ID#, and website address.*

Insight Response:

Insight Public Sector, Inc.
2701 E. Insight Way
Chandler, AZ 85286
480.333.3071
480.760.9488 fax

erica.falchetti@Insight.com
Federal Tax ID#: 36-3949000
www.ips.insight.com

b. *Date business was established under current name.*

Insight Response:

Insight Public Sector, Inc. was established on April 19, 1994.

On January 3, 2003, there was a reverse merger with a name change from Comark Government & Education Sales, Inc. to Insight Public Sector, Inc.

c. *Size of company including the total number of employees.*

Insight Response:

Insight Enterprises, Inc. (Insight Public Sector, Inc's parent company) has over 12,000 employees globally and earned over $9.4 Billion in revenue in 2021.

d. *Type of ownership or legal structure of business*

Insight Response:

Insight Public Sector, Inc. is an indirect wholly owned subsidiary of Insight Enterprises, Inc. and is the operational entity that conducts business with public sector clients.

e. *Has the company ever failed to complete work for which a contract was issued? If yes, explain the circumstances.*

Insight Response:

To the best of our knowledge, Insight has not defaulted on the fulfillment of any client contract for circumstances within our control.

f. *Are there any civil or criminal actions pending against the firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?*

Insight Response:

Insight is not involved in any pending or threatened legal proceedings that we believe would reasonably be expected to have a material adverse effect on its business, financial condition, or results of operations.

From time to time, Insight is party to various legal proceedings incidental to the business, including preference payment claims asserted in client bankruptcy proceedings, indemnification claims, claims of alleged infringement of patents, trademarks, copyrights, and other intellectual property rights, employment claims, claims of alleged non-compliance with contract provisions, and claims related to alleged violations of laws and regulations.

Insight regularly evaluates the status of the legal proceedings in which we are involved to assess whether a loss is probable or there is a reasonable possibility that a loss, or an additional loss, may have been incurred to determine if accruals are appropriate. If accruals are not appropriate, we further evaluate each legal proceeding to assess whether an estimate of possible loss or range of possible loss can be made. Although litigation is inherently unpredictable, we believe that we have adequate provisions for any probable and estimable losses. It is possible, nevertheless, that our consolidated financial position, results of operations, or liquidity could be materially and adversely affected in any particular period by the work required pursuant to any legal proceedings or the resolution of any legal proceedings during such period. Legal expenses related to defense of any legal proceeding or the negotiations, settlements, rulings, and advice of outside legal counsel in connection with any legal proceedings are expensed as incurred.

g. *Has the firm ever been disqualified from working for any public entity? If yes, explain the circumstances.*

Insight Response:

Insight has never been disqualified from working for or with any public entity.

h. *If a Supplier requires additional agreements to be signed by a Participating Public Agency, include a copy of the proposed agreement(s) as part of Supplier's proposal.*

Insight Response:

Please see **Section 9 – Appendices, Appendix B** for the following sample agreement documents, which Participating Public Agencies may be asked to sign at the transaction level:

- Sample Insight Statement of Work (SOW) template
- Sample Amazon Web Services Order Form Agreement
- Sample Google Cloud Platform Order Form Agreement
- Sample Microsoft Azure Order Form

4. Experience

Include a list of the five (5) most relevant or comparable contracts completed by your firm during the past five (5) years with a public entity. For each contract, provide the following information.

a. *Scope of services/contract description.*
b. *Dollar value of contract.*
c. *Assigned project personnel.*
d. *The contracting entity's contact person, current phone number, and current e-mail address as reference information.*

Insight Response:

Contract #1: Fairfax County, Virginia / OMNIA Partners – Technology Products & Services

a. Scope: All products and services
b. Dollar value: $300M annually (includes revenue from all piggybacks)
c. Project personnel: Multiple Insight sales teammates
d. Contact information: Yong Kim, 703.324.3217, yong.kim@fairfaxcounty.gov

Contract #2: State of Iowa OCIO – Technology Products & Services (Piggyback of OMNIA)

a. Scope: All products and services
b. Dollar value: $45M annually
c. Project personnel: Multiple Insight sales teammates
d. Contact information: Pearson Skepnek, 515.414.6107 pearson.skepnek@iowa.gov

Contract #3: City of Los Angeles – Software & Related Services (Piggyback of OMNIA)

a. Scope: Software and related services
b. Dollar value: $35M annually
c. Project personnel: Multiple Insight sales teammates
d. Contact information: Kitty Pai, 909.738.0913, kitty.pai@lacity.org

Contract #4: State of Florida – Technology Products & Services (Piggyback of OMNIA)

a. Scope: Software and related services
b. Dollar value: $24M annually
c. Project personnel: Multiple Insight sales teammates
d. Contact information: Christopher McMullen, 850.922.9867, christopher.mcmullen@dms.fl.gov

Contract #5: Miami-Dade County – Technology Products & Services (Piggyback of OMNIA)

a. Scope: Software and related services
b. Dollar value: $9M annually
c. Project personnel: Multiple Insight sales teammates
d. Contact information: Guillermo Paneque, 305.596.8614, guillermo.paneque@miamidade.gov

5. Product Information / Service Capability

a. *Provide detailed information on service capability and the availability of service centers for maintenance and repairs on a national level. Indicate how many authorized service centers will be available for each state. Will pick up and delivery services be available for service of large equipment items?*

Insight Response:

Insight's manufacturer and publisher partners offer various warranty coverages that agencies have the option to purchase. Insight also partners with several third-party maintenance providers who offer a range of extended warranty options, depending on the product.

Additionally, for specific end user devices (laptops, PCs, printers, tablets), networking equipment, servers, and storage systems, Insight offers a suite of fee-based infrastructure maintenance services, which include the following coverage options:

- Flexible service levels from 24/7 to next day
- On-site, advanced exchange, and depot
- Warranty management
- End-of-life support for legacy products
- Remote diagnostics, monitoring, and call home feature

b. *Provide available payment terms and payment methods – purchase order, credit card (procurement card), etc. If credit cards are accepted, may credit card payment(s) be made online*

Insight Response:

Insight's standard payment terms are net 30 days from date of invoice.

The different payment vehicles supported by Insight include payments to the Lockbox, Credit Card, Procurement Card, and EFT/ACH payments. The preferred payment vehicle is the EFT/ACH payment. Insight accepts American Express, VISA, and MasterCard credit cards and procurement cards.

Insight supports the use of procurement cards/credit cards, with the parties understanding that cards are used for point-of-sale transactions only. Insight is unable to accept procurement cards for payment of orders placed on net terms via purchase orders. Net term payments must be paid by check, wire transfer, or ACH.

Credit card payments for point-of-sale transactions may be made online.

6. Pricing

a. *Suppliers shall provide pricing based on a discount from a manufacturer's price list or catalog. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Supplier and the pricing per item. Multiple percentage discounts are acceptable, if where different percentage discounts apply, different percentages are specified. Additional pricing and/or discounts may be included.*

- Include an electronic copy of the catalog from which discount is calculated. Electronic price lists must contain the following: *(if applicable)*
  - Manufacturer part #
  - Supplier's Part # (if different from manufacturer part #)
  - Description
  - Manufacturer's Suggested List Price and Net Price
  - Net price to Cobb County, GA (net price shall include freight and any additional fees that may be charged such as credit card processing, administrative fees, etc.)

Media submitted for pricing must include the Supplier's company name, solicitation name and bid #, and the bid opening date on a Flash Drive.

Insight Response:

Product Pricing Discount Structure

With a few exceptions, Insight's proposed pricing structure for products is based on a discount off the Insight list price, which is how the majority of product categories are priced on our current OMNIA Partners contract. By offering a discount from the Insight list price, we are providing Participating Public Agencies additional discounts against an already aggressive, market-driven, value-based pricing structure that is continually being benchmarked against our competitors within the industry. Our list price is publicly available on our website and is dynamically updated in real time.

The proposed discounts are as follows:

All Products (except Microsoft Software, Cisco, and AWS)		
Product Category	**Description**	**Discount %**
Accessories	Desktop Accessories	5.0%
	Display Accessories	4.0%
	Handheld Accessories	5.0%
	Keyboards & Mice	4.5%
	Mobile Phone Accessories	1.5%
	Mobile Phones	0.5%
	Networking Accessories	4.5%
	Notebook Accessories	4.0%
	Notebook Batteries	3.5%
	POS Accessories	4.0%
	Power Accessories	4.5%
	Printer Accessories	4.0%

Accessories (continued)	Projector Accessories	4.0%
	Server Accessories	3.5%
	Wireless Accessories	4.0%
	Wireless LAN Accessories	4.0%
Boards	System Components	3.0%
Cables	Cables	7.0%
	Cables Custom	7.0%
	Cables Printer	7.0%
Consumables	Printer Consumables	4.0%
Devices	Desktops	0.5%
	Handhelds	0.5%
	Notebooks	0.5%
Digital Imaging	Imaging Accessories	5.0%
	Imaging Camcorders	3.5%
	Imaging Digital Cameras	3.5%
	Imaging Scanners	3.5%
	Network Video	3.5%
Displays	Displays	1.5%
	Projectors	4.0%
Licensing	Cloud	1.0%
	Licensing Backup	2.0%
	Licensing Business Application	2.0%
	Licensing CAD/CAM	2.0%
	Licensing Cloning	2.0%
	Licensing Collaboration	2.0%
	Licensing Computer Security	2.0%
	Licensing Database	2.0%
	Licensing Development	2.0%
	Licensing Financial	2.0%
	Licensing Flow Chart	2.0%
	Licensing Graphic Design	2.0%
	Licensing Handheld	2.0%
	Licensing Network OS	2.0%
	Licensing OS	2.0%
	Licensing Personal Organization	2.0%
	Licensing Reference	2.0%

Licensing (continued)	Licensing Report Analysis	2.0%
	Licensing Spreadsheet	2.0%
	Licensing Utilities	2.0%
	Licensing Virtualization	2.0%
	Licensing Web Development	2.0%
	Licensing Word Processing	2.0%
Media	Media 4mm Tape	4.5%
	Media AIT Tape	4.5%
	Media DAT Tape	5.0%
	Media DLT Tape	4.5%
	Media LTO/Ultrium Tape	4.0%
	Media Magneto-Optical	4.5%
	Media Optical	4.5%
	Media SLR Tape	4.5%
	Media Travan Tape	4.5%
	Media VXA Tape	4.0%
	Media Zip	4.0%
Memory	Memory Desktop	4.5%
	Memory Flash	4.5%
	Memory Networking	4.0%
	Memory Notebook	4.5%
	Memory Printer/Fax	4.0%
	Memory Server	4.0%
Networking	10/100 Hubs & Switches	2.5%
	Bridges & Routers	2.5%
	Gigabit Hubs & Switches	2.5%
	Hardware Firewalls	3.0%
	Intrusion Detection	3.5%
	KVM	4.0%
	Modems	4.0%
	Network Adapters	3.5%
	Network Testing Equipment	2.0%
	Networking Communications	3.5%
	Repeaters & Transceivers	3.0%
	Telephony	4.0%

POS	POS Displays	4.0%
	POS Scanners	4.0%
	Printers Label	4.0%
Power	Power Data Center	4.0%
	Power Surge Protector	4.5%
	Power UPS	1.5%
Printers	Fax Machine	2.5%
	Multi-Function	2.5%
	Printers Dot Matrix	2.0%
	Printers Inkjet	2.0%
	Printers Laser	1.5%
	Printers Wide Format	0.5%
Servers	Servers 1 Processor	4.0%
	Servers 2 Processor	2.0%
	Servers 4+ Processor	2.5%
	Servers Blade	3.5%
	Servers Tower	2.0%
	Servers Unix	2.0%
Services	Advanced Integration	1.0%
	Asset Disposal	1.0%
	Asset Management	1.0%
	Electronic Services	1.0%
	Internal Lab Service	1.0%
	Lab Fees	1.0%
	Managed Services	1.0%
	Miscellaneous Solutions	1.0%
	PC Lab Order Service	1.0%
	Service Charge	1.0%
	Service Parts	1.0%
Software	Software Backup	2.0%
	Software Barcode/OCR	2.0%
	Software Business Application	2.0%
	Software CAD/CAM	2.0%
	Software Cloning	2.0%
	Software Collaboration	2.0%
	Software Computer Security	2.0%

Software (continued)	Software Database	2.0%
	Software Development	2.0%
	Software Financial	2.0%
	Software Flow Chart	2.0%
	Software Graphic Design	2.0%
	Software Handheld	2.0%
	Software Network OS	2.0%
	Software OS	2.0%
	Software Personal Organization	2.0%
	Software Reference	2.0%
	Software Report Analysis	2.0%
	Software Spreadsheet	2.0%
	Software Utilities	2.0%
	Software Virtualization	2.0%
	Software Web Development	2.0%
	Software Word Processing	2.0%
Storage	Adapters Fibre Channel	3.0%
	Adapters FireWire/US	4.0%
	Adapters IDE/ATA/SAT	4.0%
	Adapters RAID	2.5%
	Adapters SCSI	3.0%
	Disk Arrays	3.5%
	Disk Arrays JBOD	3.5%
	Drives Magneto-Optical	3.0%
	Drives Removable Disk	4.0%
	Hard Disks External	3.0%
	Hard Disks Fibre Channel	3.0%
	Hard Disks IDE/ATA/SAT	4.0%
	Hard Disks Notebook	3.5%
	Hard Disks SCSI	3.0%
	Optical Drives CD-ROM	3.0%
	Optical Drives CD-RW	3.5%
	Optical Drives DVD/CD	2.0%
	Optical Drives DVD-ROM	4.0%
	Optical Drives DVD-RW	3.5%
	Storage Accessories	4.0%

Storage (continued)	Storage NAS	2.0%
	Storage SAN	3.0%
	Tape Autoloaders AIT	3.5%
	Tape Autoloaders DAT	3.5%
	Tape Autoloaders DLT	2.0%
	Tape Autoloaders LTO	2.0%
	Tape Drives 4mm	3.5%
	Tape Drives 8mm/VXA	3.5%
	Tape Drives AIT	2.5%
	Tape Drives DAT	3.5%
	Tape Drives DLT	3.5%
	Tape Drives LTO/Ultra	3.5%
	Tape Drives SDLT	3.5%
	Tape Drives Travan	3.5%
Training	Training Courses	1.0%
	Training Reference Material	1.0%
Warranties	Complex Warranties	2.5%
	Licensing Warranties	2.0%
	Networking Warranties	2.5%
	Software Warranties	2.0%
	Warranties Electronic	2.5%
	Warranties Physical	2.5%

Specific to AWS and Cisco solutions, Insight's proposed pricing structure is based on a discount off the AWS and Cisco MSRP, respectively. This is consistent with how AWS and Cisco AWS solutions are typically priced within the industry.

AWS Solutions	
Product Line	**Discount off MSRP**
All (excluding Marketplace transactions)	1%

Cisco Solutions			
Product Line	**Discount off MSRP (Government)**		**Discount off MSRP (Education)**
Hardware/Software (Cisco Core & Compute)	36%		36%
Cisco Market	10%		10%
Learning Credits / Training	0%		0%
Cisco Technical and Maintenance Services (SKU Based)	8%		8%
Cisco / Insight Advanced & Technical Services (SOW based)	0%		0%
SMARTnet	**Incumbent**	**Non-Incumbent**	**All**
	16%	8%	28%

The final proposed pricing structure for products is for Microsoft software. Insight is proposing a cost plus structure, which is consistent with how Microsoft contracts are priced within the industry.

Microsoft Software	
Product Line	**Cost Plus Percentage**
Microsoft Software (including Cloud)	3.5%
Microsoft CSP /	15.0%

We have provided a list of all manufacturers, publishers, and suppliers we currently offer in **Section 9 – Appendices, Appendix C**. The corresponding discount percentages will be applied to a manufacturer's/publisher's offering based on the pricing structure outlined above. This list represents those manufacturers and publishers Insight is currently authorized to sell. As Insight continues to expand its product portfolio, additional manufacturers and publishers will be added. We will be happy to provide Cobb County, Participating Public Agencies, and OMNIA Partners with a current list at any time throughout the term of the contract.

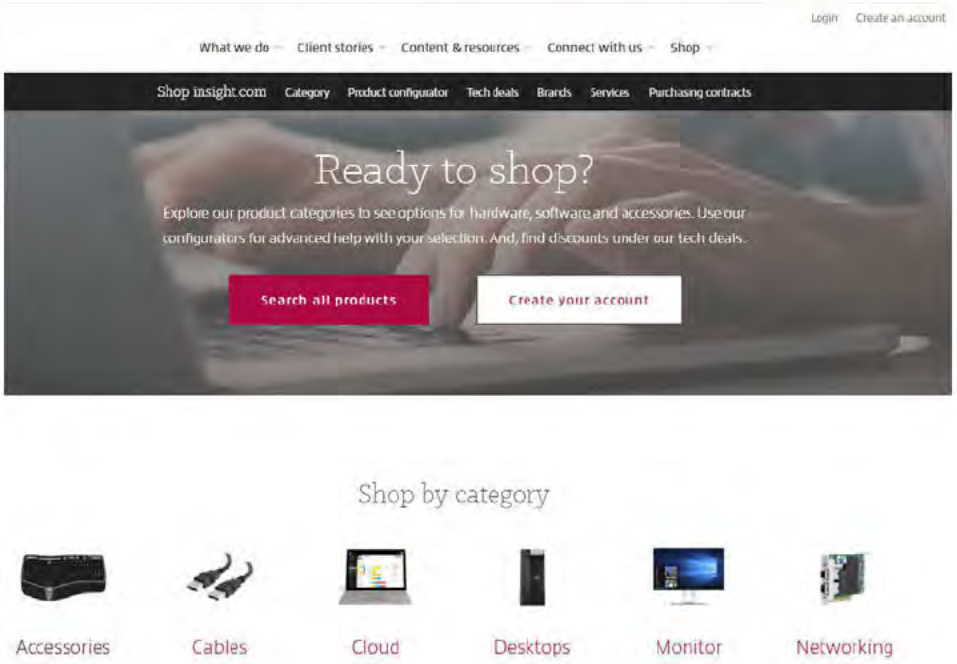
Please note that, at this time, Insight is unable to sell Apple solutions to K-12 schools, since Apple does not currently allow resellers to sell on their behalf to K-12 schools.

Insight's electronic catalog is located on our website, where customers can access manufacturer part numbers, product descriptions, Insight catalog list price, etc.:

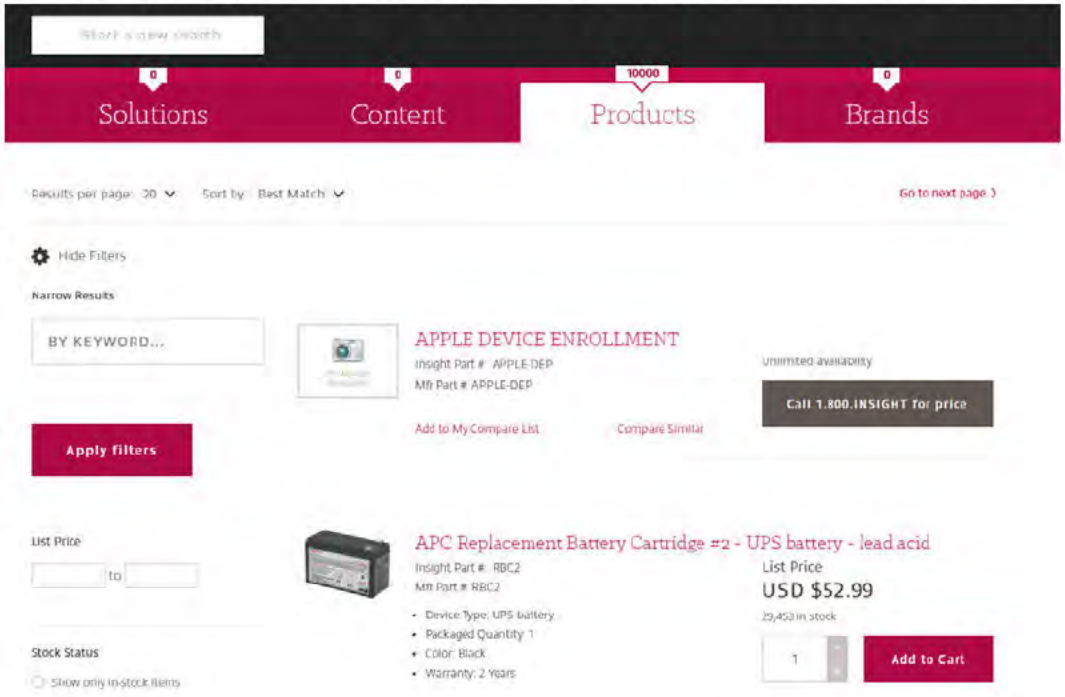
https://www.ips.insight.com/en_US/shop.html

Below, we have provided instructions detailing how to access this information.

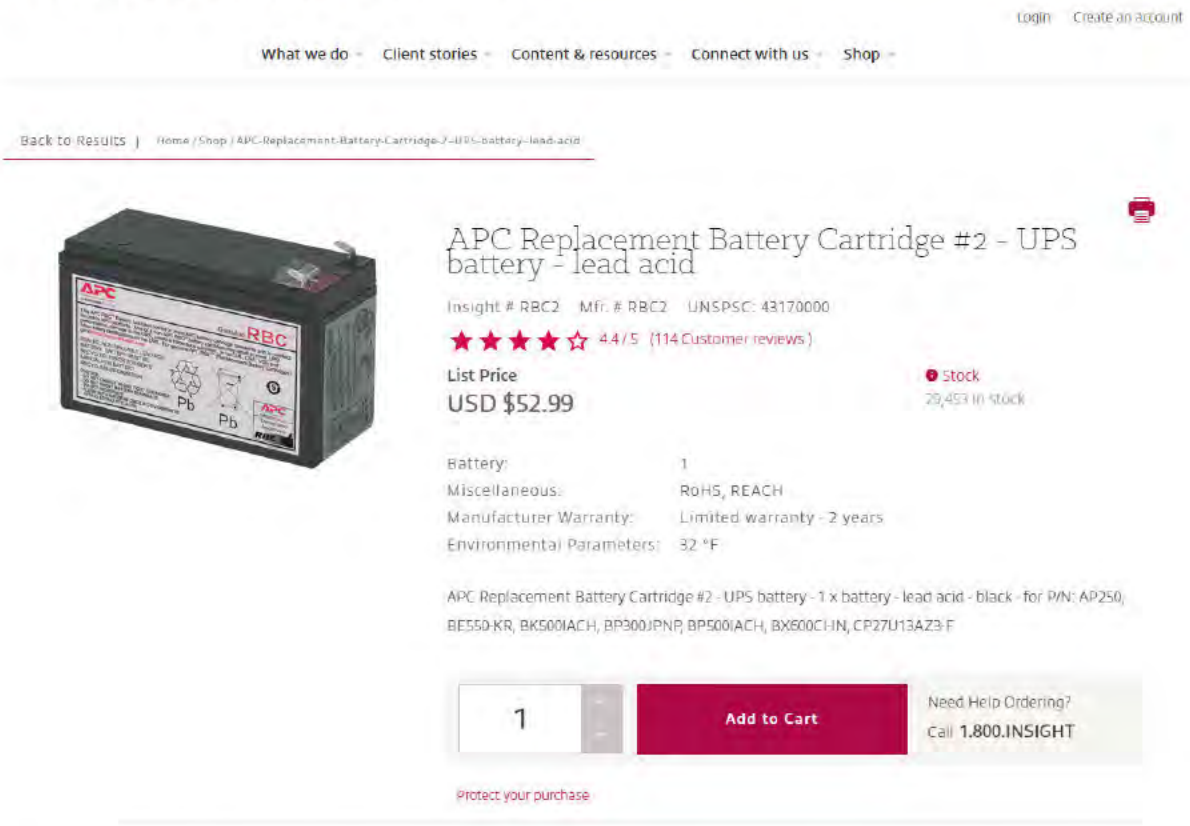
- Click on the link above, and then click "Search all products" to perform a search. (See screenshot below.)
- Customers also have the ability to "Shop by Category".



- Enter a keyword, product name, or part number in the search box, as shown below.



Below is a screenshot of a search result.



The search results presented in the screenshot above show the manufacturer part number, the Insight part number, product description and Insight's list price.

Should Insight be chosen as a successful vendor for this contract, we will update our dedicated OMNIA Partners web page (www.ips.insight.com/omnia) to show the Net Price to Cobb County (i.e., the not-to-exceed contract price).

We have provided a screenshot from our current OMNIA Partners web page for reference:



APC Replacement Battery Cartridge #2 - UPS battery - lead acid

Insight # RBC2 Mfr # RBC2 UNSPSC 43170000

4.4 / 5 (114 Customer reviews)

OMNIA PARTNERS PRODUCTS & SERVICES # 4400006644

USD $49.13

In Stock
29,792 in stock

Battery:	1
Miscellaneous:	RoHS, REACH
Manufacturer Warranty:	Limited warranty - 2 years
Environmental Parameters:	32 °F

APC Replacement Battery Cartridge #2 - UPS battery - 1 x battery - lead acid - black - for P/N: AP250, BE550-KR, BK500IACH, BP300JPNP, BP500IACH, BX600CI-HN, CP27U13AZ3-F

1 Add to Cart

Need Help Ordering?
Call 1.800.INSIGHT

Protect your purchase

Services Pricing Discount Structure

With one of the deepest services portfolios in the United States, Insight is pleased to present the following as our proposed pricing structure for services and solutions.

The two components are:

- Service Category Rates
  - Cases where the work to be performed is presented to the client on a fixed fee or per unit basis.
  - Examples include per cable drop, per user, per device, and per engagement.

- Time & Material Rates
  - Cases where Insight is utilizing its internal resources to provide specific services based on contracted hourly rates.

Service category rates are as follows:

Service Category	Discount off Insight List Price
Consulting Services	10%
Consulting services drive value acrorss the entire enterprise through strategy, design, technology, and industry expertise—from guiding Agile and Scrum methodologies to leading OCM and transformation.	
Managed Services	10%
Managed services integrate with a client's operations and provide a full breadth of services ranging from reactive technical support to comprehenstive 24/7 monitoring, management, and reporting as well as services designed to cover infrastructure security.	
Professional and Lifecycle Services	10%
Professional services provide support to optimize IT environments across public, private, and hybrid infrastructure, enabling organizations to expand and evolve to meet the demands of application workloads, accelerating business transformation, and achieving strategic objectives.	
Other Services Not Listed Above	1%
As may be offered by Insight from time to time.	

Time & material rates are as follows:

Functional Role	Insight List Price (Hourly Rate)	Discount off List Price	Contract Not-to-Exceed Price (Hourly Rate)
Material Handler	$55.00	10%	$49.50
Service Desk Representative	$60.50	10%	$54.45
Services Technician – Cabling	$60.50	10%	$54.45
Deployment Coordinator	$66.00	10%	$59.40
Services Operations Specialist	$66.00	10%	$59.40
Services Technician Sr. – Cabling	$66.00	10%	$59.40
Service Desk Representative Sr.	$77.00	10%	$69.30

Systems Administrator	$88.00	10%	$79.20
Associate Consultant I	$104.50	10%	$94.05
Ops Business Analyst 2	$104.50	10%	$94.05
Supervisor Services	$104.50	10%	$94.05
Deployment Manager	$110.00	10%	$99.00
Billing Associate	$115.50	10%	$103.95
Infrastructure Technician II	$115.50	10%	$103.95
Project Coordinator	$115.50	10%	$103.95
Project Coordinator Sr.	$121.00	10%	$108.90
Business Analyst I	$132.00	10%	$118.80
Sr. Supervisor Services	$137.50	10%	$123.75
Infrastructure Technician Sr.	$143.00	10%	$128.70
Service Delivery Manager	$143.00	10%	$128.70
Associate Engineer	$154.00	10%	$138.60
Transition Manager	$159.50	10%	$143.55
Busines Analyst II	$165.00	10%	$148.50
Cabling Project Manager	$170.50	10%	$153.45
Associate Consultant II	$176.00	10%	$158.40
Consultant I	$187.00	10%	$168.30
Services Technician	$187.00	10%	$168.30
Services Technician Sr.	$187.00	10%	$168.30
Sr. Cabling Project Manager	$203.50	10%	$168.30
Client Services Manager I	$220.00	10%	$183.15
Consultant II	$220.00	10%	$198.00
Consultant	$225.50	10%	$198.00
Business Analyst Sr.	$231.00	10%	$202.95

Project Manager	$236.50	10%	$207.90
Consultant Sr.	$253.00	10%	$212.85
Engineer	$253.00	10%	$227.70
Project Manager Sr.	$269.50	10%	$227.70
Transition Manager Sr.	$269.50	10%	$242.55
Manager Programs	$275.00	10%	$247.50
Sr. Consultant	$275.00	10%	$247.50
Client Services Manager II	$286.00	10%	$257.40
Manager Services	$291.50	10%	$262.35
Engineer Sr.	$297.00	10%	$267.30
Delivery Engineer II	$302.50	10%	$272.25
Managing Consultant	$302.50	10%	$272.25
Architect I	$330.00	10%	$297.00
Sr. Managing Consultant	$335.50	10%	$301.95
Delivery Engineer III	$341.00	10%	$306.90
Principal Consultant	$363.00	10%	$326.70
Architect II	$390.50	10%	$351.45
Solutions Architect	$401.50	10%	$361.35
Sr. Principal Consultant	$423.50	10%	$381.15
Architect Sr.	$451.00	10%	$405.90
Sr. Manager Services	$605.00	10%	$544.50
Specialty	$660.00	10%	$594.00

The discount for the functional titles listed above shall remain consistent. The job titles themselves are reviewed annually and are subject to change as determined by Insight. A current price list will always be available at www.ips.insight.com/omnia.

b. *Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, etc. (if offered).*

Insight Response:

Insight will work closely with our manufacturer and publisher partners to provide the best possible prices for each opportunity. Clients will be highly encouraged to contact their sales teams when requesting pricing on larger volume purchases. Each manufacturer and publisher partner has different rules and offers related to large procurements. Insight will drive our internal resources and our partners to offer the best pricing available for each large volume purchase.

c. *If used, trade-ins, leasing/financing, or other offerings are available, provide applicable pricing and discounts.*

Insight Response:

Insight Global Finance (IGF) provides flexible IT financing and leasing services with flexible term lengths and repayment options to meet your organization's specific needs.

IGF offers a wide variety of cost-effective and timely IT financing options to help our clients leverage IGF financing options for hardware, software and services.

- Equipment Lease (FMV) – Allows you to return, purchase or extend at the end of your lease term.
- Capital Lease ($1.00) – Lease purchase vehicle that automatically terminates at the end of your lease term.
- Software Payment Agreement – Structured payments for software licenses and multi-year software subscriptions.
- Maintenance Payment Agreement – Structured payments for multi-year maintenance/warranty agreements.

Payment Options

- One- to Five-year Terms
- Monthly, Quarterly & Annual Payment Options
- 30, 60 & 90 day deferrals
- Custom Payment Streams (Step, Skip & Seasonal)

Leasing Value-Adds

- Small, medium & large ticket origination capabilities to handle any project size or equipment type
- Simple, transparent & fair documentation with no surprises or hidden fees
- No outsourcing. Our in-house knowledgeable, creative pre-sales team is ready to help assess and structure the right plan for your organization.
- Our dedicated, in-house operations team simplifies onboarding, order processing, and reporting.

- Vendor consolidation. Our team can help manage multiple financial solutions with a consolidated, vendor neutral approach.
- Partnership. Insight is a top tier partner with all the major manufacturer's captive financial institutions. We can assist with interactions between your organization and the captives, freeing up your employees' time and resources.

7. Financial Statements

Proposers shall submit a recent history of financial solvency and provide the following:

a. *Financial Statement: Include the most recent, independently certified financial statement. Financial statements must include a balance sheet and income statement.*

Insight Response:

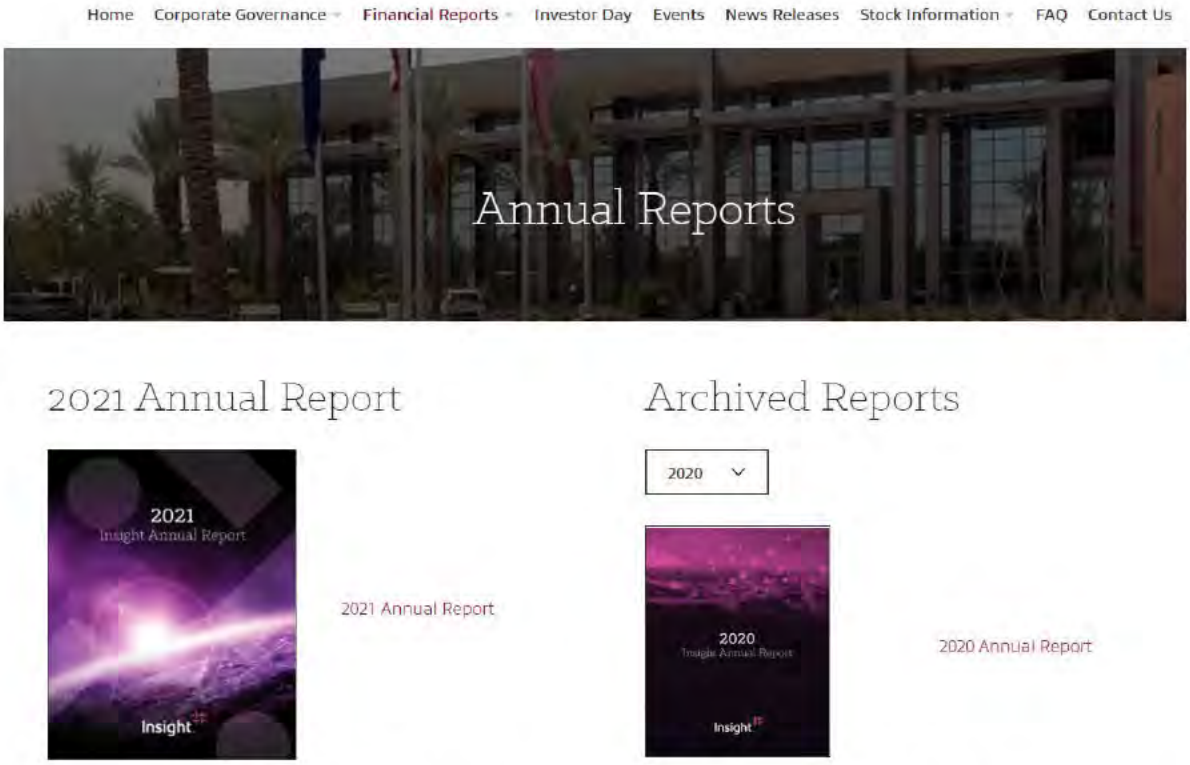
The combined Insight companies and their subsidiaries represent a $9.4 billion global enterprise and are the largest single source solution provider of computer technology and services in the U.S. While remaining small enough to service our public sector clients with personal attention, Insight Public Sector has the resources of the Insight family of companies behind us to support our efforts.

Insight Enterprises, Inc. is a publicly traded company and adheres to general accounting practices and principals. Insight Enterprises' latest Annual Report (year ending 2021) can be found on our corporate website here:

https://investor.insight.com/financial-reports/annual-reports/default.aspx

Our current Annual Report includes a total of three (3) years of the requested financial information. Cobb County can access our audited financial statements on pages 52-56 of our 2021 Annual Report.

Below is a screenshot of the Insight Investor Relations Annual Report Page.



On page 47 (page # listed at the bottom of the page), you will find the Index to Consolidated Financial Statements, identifying the pages in which to find Consolidated Balance Sheets (page 52) and Consolidated Statements of Comprehensive Income (page 54). A screenshot of the Index to Consolidated Financial Statements is below:

INSIGHT ENTERPRISES, INC.
INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

Item 8. *Financial Statements and Supplementary Data*

	Page
Reports of Independent Registered Public Accounting Firm	48
Consolidated Balance Sheets – December 31, 2021 and 2020	52
Consolidated Statements of Operations – For each of the years in the three-year period ended December 31, 2021	53
Consolidated Statements of Comprehensive Income – For each of the years in the three-year period ended December 31, 2021	54
Consolidated Statements of Stockholders' Equity – For each of the years in the three-year period ended December 31, 2021	55
Consolidated Statements of Cash Flows – For each of the years in the three-year period ended December 31, 2021	56
Notes to Consolidated Financial Statements	57

b. *Name and address of firm preparing the attached financial statement including a letter stating the independent audit or review has been performed by the firm.*

Insight Response:

KPMG LLP (Phoenix, Arizona) is the firm that prepared the financial statements, and we have included a letter from KPMG LLP stating that they have audited said statements. The letter can be found on the following pages.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and Board of Directors
Insight Enterprises, Inc.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Insight Enterprises, Inc. and subsidiaries (the Company) as of December 31, 2021 and 2020, the related consolidated statements of operations, comprehensive income, stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2021, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2021, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2021, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated February 18, 2022 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgment. The communication of a critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Evaluation of revenue recognition

As discussed in Note 1 to the consolidated financial statements, the Company recognizes revenue when it satisfies a performance obligation by transferring control of a product or service or by arranging for the sales of a vendor's product or service to a client. The Company measures

revenue based on the consideration received in a contract with a client, and excludes any sales incentives and amounts collected on behalf of third parties. The Company offers hardware and software products, as well as services. Given the number of product and service offerings, significant judgment is exercised by the Company in recognizing revenue, including the following decisions:

- Determining the point in time when a customer takes control of hardware.
- Determining the point in time when the customer acquires or renews the right to use or copy software under license and control transfers to the customer.
- Evaluating the Company as either a principal or an agent for hardware and software products and services, and the related recognition of revenue from the customer on a gross or a net basis.
- Determining an appropriate pattern of revenue recognition for service performance obligations.

We identified the evaluation of revenue recognition as a critical audit matter because the audit effort to evaluate the Company's revenue recognition judgments, including those noted above, was extensive and required a high degree of auditor judgment.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls over the revenue recognition process, including controls related to the timing and pattern of revenue recognition and gross versus net revenue recognition. As part of testing the Company's internal controls, we also involved information technology (IT) professionals with specialized skills and knowledge, who assisted in testing of general IT controls over significant systems and the evaluation of system interface controls and automated controls designed to determine the existence, accuracy, and completeness of revenue. We evaluated the Company's significant accounting policies related to its product and service offerings by reviewing the terms of certain vendor and customer contracts and comparing the policies to the revenue recognition standard. We selected a sample of revenue transactions and performed the following for each selection:

- Obtained evidence of a contract with the customer.
- Compared the amounts recognized and timing of revenue recognition to underlying documentation, including purchase orders, shipping documentation, and evidence of payment, if applicable.
- Evaluated the Company's application of their accounting policies to determine the timing and amount of revenue to be recognized.
- Tested the presentation of revenue as gross or net by comparing the Company's gross or net presentation to the attributes of the underlying vendor support and the Company's accounting policy.

/s/ KPMG LLP

We have served as the Company's auditor since 1990.

Phoenix, Arizona
February 18, 2022

c. *State whether the Proposer has ever had a bankruptcy petition filed in its name, voluntarily or involuntarily. If yes, specify all relevant details.*

Insight Response:

Insight has never had a bankruptcy petition filed in its name, either voluntarily or involuntarily.

8. National Contract

a. *Include a detailed response to Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses shall highlight experience, demonstrate a strong national presence, describe how Supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and report to OMNIA Partners.*

Insight Response:

Insight's response to **Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative Contract** can be found below.

OMNIA Partners Response for National Cooperative Contract

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

COMPANY

A. Brief history and description of Supplier to include experience providing similar products and services.

Insight Response:

Over our 34 years in business, Insight has expanded through both organic growth and acquisitions to match the advancement of technology. Having humbly begun in 1988 out of a garage in Tempe, Arizona, Insight Enterprises is now a $9.4 billion industry-recognized solutions integrator. Founders Tim and Eric Crown established Insight Enterprises as Hard Drives International, inspired by a business plan that took root in a college assignment and using a cash advance from a credit card to act on it. Helping our clients on their digital journey is at the heart of what we do. From our original location in the United States, we expanded nationwide and entered Canada in 1997 and the United Kingdom in 1998. We now operate in 18 countries with 39 global locations.

Through acquisitions and organic growth, we continued to increase our geographic coverage and expand our technical capabilities. Our track record of innovation marks our evolution as an industry-recognized solutions integrator differentiated by end-to-end expertise to envision, develop, securely deploy, and manage our clients' modern IT solutions at scale. Insight now ranks No. 373 on the Fortune 500, fulfilling a mission to help clients maximize the day-to-day value of IT while pursuing more incredible business transformation. Insight is also on the Channel Futures MSP 501, ranking No. 1 of IT service providers globally.

Our Offerings

Our offerings in North America and certain countries in EMEA and APAC include hardware, software, and services, including cloud solutions. Our offerings in the remainder of our EMEA and APAC segments consist of powerful software and certain software-related services and cloud solutions. On a consolidated basis, hardware, software, and services represented approximately 62%, 24%, and 14% of our net sales in 2021. This compares to 61%, 25%, and 14% of our net sales in 2020 and 60%, 27%, and 13%, respectively, of our consolidated net sales in 2019.

Our Areas of Expertise

Insight developed comprehensive solutions to meet the market demand and deliver meaningful client outcomes at scale. We quickly adapt to new innovative technology trends to advance our technical expertise. Our nearly 11,500 global teammates help organizations be ambitious in their digital transformation by providing Insight Intelligent Technology Solutions in the following key areas: Modern Workplace, Modern Apps, Modern Infrastructure, Intelligent Edge, Data and AI, and Cybersecurity.



Insight Public Sector, Inc.

Insight Public Sector, Inc. is one of the largest providers of technology to Public Sector clients in the United States. Insight brings a wealth of contract experience to our Public Sector clients, holding more than 250 contracts across the federal, state, local, and education verticals. We currently hold some of the largest contracts in the industry, from federal contracts, such as GSA and NASA SEWP, to national cooperative contracts like OMNIA Partners. We also hold state-wide contracts in over 40 different states. Collectively, these contracts and our dedicated Public Sector sales and services teams allow us to provide customized products and solutions that range from initial consulting, procurement, and product delivery to maintenance and support.

Insight's purpose is to make meaningful connections that help organizations run smarter. Our value is our ability to guide, advise, implement, and manage IT solutions for our customers. Our strategy is to deliver relevant IT solutions to our customers on a scalable support and delivery platform.

Our process knowledge and technical expertise allow us to assess, design and deploy IT solutions to help our customers enable, manage, and secure their IT environments. Our product fulfillment and logistics capabilities, management tools, and technical expertise make designing, deploying, and managing IT solutions easier for our customers while helping them control their IT costs.

B. *Total number and location of salespersons employed by Supplier.*

Insight Response:

Insight Enterprises, Inc.'s (Insight Public Sector's parent company) employee counts, as disclosed in our Annual Report filed for December 31, 2017-2021, are provided below.

	2021	2020	2019	2018	2017
Sales	3,670	3,380	3,193	2,455	2,512
Management; Support; Administration	2,955	2,820	3,961	2,424	2,024
Consulting and Delivery	4,612	4,410	3,822	2,384	2,007
Distribution	387	396	285	154	154
Total	**11,624**	**11,006**	**11,261**	**7,420**	**6,697**

Insight Public Sector, Inc. (Insight) has over 250 state, local, and education (SLED) sales, support, and management teammates located throughout the United States, who either work in one of our 50 North American office locations, or via a home-based office.

Insight Public Sector, Inc.
North America



C. *Number and location of support centers (if applicable) and location of corporate office.*

Insight Response:

Insight's corporate headquarter office is located in Chandler, Arizona.

Distribution Facilities and Square Footage	
• Hanover Park, IL Warehouse (380,000 ft^2) • Lewis Center, OH (84,640 ft^2) • Fontana, CA (4,000 ft^2) • Worthington, OH (126,000 ft^2) • Montreal, Quebec (28,000 ft^2)	• Edmonton, AB (20,500 ft^2) • Calgary, AB (10,750 ft^2) • Sheffield, England (55,000 ft^2) • Ginsheim-Gustavsburg, Germany (21,527 ft^2)
Service Desk Locations	
• Chandler, Arizona • Plano, Texas	• Lewis Center, Ohio • Conway, Arkansas
Insight Hybrid Cloud Data Centers	
• ATL4 – Roswell, GA (Atlanta) (5,200 ft^2) • LAX4 – El Segundo, CA (Los Angeles) (4 Rack Cage)	• CMH1 – New Albany, OH (Columbus) (10,000 ft^2)

D. *Annual sales for the three previous fiscal years.*

Insight Response:

Insight Public Sector, Inc. SLED Sales *(in thousands of US Dollars)*

	2021	2020	2019
Products	$1,362,538	$1,044,098	$617,021
Services	$187,232	$141,190	$89,351
Total	**$1,549,770**	**$1,185,288**	**$706,372**

Insight Enterprises, Inc. Sales *(in thousands of US Dollars)*

	2021	2020	2019
Products	$8,120,127	$7,172,155	$6,732,121
Services	$1,315,986	$1,168,424	$999,069
Total	**$9,436,113**	**$8,340,579**	**$7,731,190**

a. *Submit FEIN and Dun & Bradstreet report.*

Insight Response:

Insight Public Sector's FEIN number is **36-3949000**, and a copy of Insight's 2022 Dun & Bradstreet report can be found in **Appendix D – Dun & Bradstreet Report 2022** at the end of our proposal document.

E. *Describe any green or environmental initiatives or policies.*

Insight is committed to protecting the environment, including pollution prevention to reduce the adverse environmental impacts of our activities and services. Through a program of continual environmental improvement and monitoring, we look for opportunities to reduce consumption and improve efficiency, including the consumption of energy from sustainable sources, monitoring and minimizing the generation of waste at the source, and taking steps so that waste is handled in a safe, environmentally acceptable manner.

We also promote the use of suppliers and contractors who are improving their environmental performance. We involve employees in the process of setting and publishing environmental objectives, improving the working environment, and seeking individual commitments and contributions to our initiatives.

Insight North America Green Initiatives

- Flexible work: We are providing more flexible work options, which reduces commuting and decreases requirements for office space.
- Less travel: We have reduced business travel and increased use of video conferencing with partners and clients to help conserve resources and encourage hybrid work practices.
- Smart lighting: We are replacing fluorescent lighting with energy-efficient LED lighting.
- Repurposing equipment: Office chairs are recycled and old telephony is donated to charity for reuse.
- Conservation efforts: We encourage teams to conserve power and use 100% recycled paper napkins and BioPAK disposable plates and cups in staff rooms.

Corporate Citizenship

Technology is one of our greatest resources for driving progress. In the 2022 Corporate Citizenship Report, learn how Insight continues to find new ways to build meaningful connections to help those we serve work and live smarter, and how the Ten Principles of the UN Global Compact guide how we do business.

Please click the link below to navigate to our 2022 Corporate Citizenship report on Insight.com.

https://www.insight.com/en_US/about/outreach-and-partnerships.html

F. *Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.*

Insight Response:

While Insight is not a minority, veteran or woman-owned small business, we are committed to the development and use of small businesses, including those owned by minorities, women, and veterans, when it makes good business sense and benefits all parties.

Insight recognizes that diversity sourcing is a key business driver for many of our clients. Insight's strategic partnerships can help clients meet these goals. We also recognize that each client brings a different set of requirements as it relates to their current diversity program and procurement process.

Insight offers a variety of programs that allow clients to leverage Insight's value-added services and global buying power, while having the opportunity to work directly with one of our certified diversity partners.

- Direct, strategic partnerships with diversity companies working side-by-side to provide solid business solutions for our shared clients.
- Sourcing products through Insight's supply chain of small and diverse suppliers.
- 3rd party leasing for Insight clients seeking diversity spend.

We believe that by creating long-term relationships and providing business opportunities for minority-owned, woman-owned, and small businesses, we are better able to serve our clients and support the diverse communities in which we do business.

Insight would be happy to discuss all available options should a Participating Public Agency want to learn more about our diversity programs.

G. *Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response.*

- *Minority Women Business Enterprise*
  Insight Response: No
- *Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)*
  Insight Response: No
- *Historically Underutilized Business (HUB)*
  Insight Response: No
- *Historically Underutilized Business Zone Enterprise (HUBZone)*
  Insight Response: No
- *Other recognized diversity certificate holder*
  Insight Response: No

H. *List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.*

Insight Response:

Insight has relationships with dozens of subcontractors, some of whom do meet minority-owned standards. At this time, since we do not know what specific services will be requested, we do not have any subcontractors to name in our response. In general, we use subcontractors to augment our services staff so that we are able to assist clients throughout the country. Subcontractors are available for such projects as Microsoft consulting services, cabling, installation of communication systems in fleet vehicles, professional services, staffing, asset disposal, break/fix, and help desk services.

Insight has a formal subcontractor selection process in place which includes an in-depth business case review of the potential subcontractor by Senior Services Management, credit and background checks and execution of a Master Subcontractor Agreement. This review includes a thorough understanding of the subcontractor's capabilities, the ability of the subcontractor to meet Insight and client requirements, and a review of business references. Periodic audits are performed to ensure subcontractors are in compliance with Insight's contract and high performance standards.

I. *Describe how supplier differentiates itself from its competitors*

Insight Response:

Our clients are our number-one priority, so our primary goal is to deliver client value, which helps us earn client loyalty. We expect our clients to achieve advantages by leveraging our unique capabilities to provide end-to-end secure digital transformation solutions and services. From IT strategy and design to implementation and management, we meet clients wherever they are now and work alongside them to get them to where they want to be. Whether implementing public cloud or as-a-service workplace solutions, designing a next-generation or hybrid cloud data center, or leveraging sophisticated Internet-of-Things ("IoT") and artificial intelligence solutions to improve our clients' experiences, we provide technical expertise and advisory services to our clients as an industry-recognized solutions integrator. Our go-to-market framework for our cloud and digital expertise is built on over 30 years of broad IT experience combined with strategic acquisitions, new cloud and digital knowledge, and deep partner relationships. We are uniquely positioned to help our clients maximize the values of their technology today – and accelerate tomorrow.

Each of our areas of expertise represents a discrete area of growth for our business. When connected, they provide a platform for our clients to leverage our breadth of knowledge to solve their most relevant challenges. Powered by Insight's legacy technology supply chain expertise, we can support our services offerings within the hardware, software, and cloud solutions from market-leading and emerging manufacturer brands. We employ centralized and field-based sales, engineering, and services resources to execute our strategy to connect with our clients. We also invested in technical engineers, architects, and software developers who create and deliver integrated IT solutions to our clients globally, a capability we believe differentiates us in the marketplace.

Insight offers the most extensive product selection in the industry and a full range of services, including enterprise consulting, high-performance systems, integration, configuration, deployment, lifecycle management, and networking design. Our status as a global provider of IT products and services with 11,000+ employees located worldwide and our stature as a Fortune 500 company makes Insight a 'Trusted Advisor.' Our breadth of capabilities provides our clients with substantial buying power while following our business model to work with our clients to perform customized services such as you would find with a smaller Value-Added Reseller (VAR).

Single Source Provider & Super Solution Integrator

When evaluating IT suppliers, it is essential to look at the entire procurement process. IT management includes more than just buying a product. The value of the reseller relationship — the ease of having one contact to handle all your IT needs, from product procurement to services to asset disposition is a key component to your success. Using Insight as your single-source provider for IT products and services means you have only one relationship to build and maintain. It eliminates the need for multiple purchase orders, invoices, and chances for error. Today, organizations are facing more challenges than ever before. Organizations are assessing how to optimize IT operations and free up funds for the innovation required to manage today and prepare for a future that could be much different than anticipated.

Manufacturer & Publisher Relationships

Insight receives the best pricing offered by the central IT hardware manufacturers and publishers, such as HP, Inc., IBM, Lenovo, VMware, and Cisco. These strong relationships allow Insight to acquire better product allocations and higher levels of support than many of our competitors. Insight is proactive and aggressive in our efforts to lower our clients' costs continuously. We will employ our extensive manufacturer and publisher relationships to negotiate on our clients' behalf to reduce costs.

J. *Describe any present or past litigation, bankruptcy or reorganization involving supplier.*

Insight Response:

Insight is not involved in any pending or threatened legal proceedings that we believe would reasonably be expected to have a material adverse effect on its business, financial condition, or results of operations. Insight has never filed for bankruptcy.

K. *Felony Conviction Notice: Indicate if the supplier:*

a. *is a publicly held corporation and this reporting requirement is not applicable;*
b. *is not owned or operated by anyone who has been convicted of a felony; or*
c. *is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions;*

Insight Response:

Insight is a wholly-owned subsidiary of a publicly held corporation and the reporting requirement is not applicable.

L. *Describe any debarment or suspension actions taken against supplier.*

Insight Response:

Insight has not had any debarment or suspension actions taken against it.

DISTRIBUTION / LOGISTICS

A. *Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.*

Insight Response:

Insight is offering Cobb County and all Participating Public Agencies our complete portfolio of hardware, software, cloud solutions, and services, including but not limited to the following.

Hardware Product Offerings

We offer products from hundreds of manufacturers, including such industry leaders as Cisco, Dell/EMC, HP Inc., Lenovo, Hewlett Packard Enterprise Company ("HPE"), NetApp, Apple, Microsoft, and IBM. Our scale and purchasing power, combined with our efficient, high-volume, and cost-effective direct sales and marketing model, allow us to offer competitive prices. We believe that providing choices from multiple partners enables us to better serve our clients by providing various product solutions to address their specific technology needs.

In addition to our distribution facilities, we have "direct-ship" programs with many of our partners, including manufacturers and distributors, allowing us to expand our product offerings without increasing inventory, handling costs, or inventory warehousing risk exposure. As a result, we can offer billions of dollars of virtual inventory products to fulfill our performance obligations to our clients. Convenience and product options among multiple brands are vital competitive advantages compared to manufacturers' direct selling programs, which are generally limited to their brands and may not offer clients a complete or best-in-class solution across all product categories.

Our Hardware Life Cycle Services consists of sourcing, procuring, staging, configuring, integrating, testing, deploying, refurbishing, and redeploying IT products spanning endpoints to infrastructure, regionally, or across the globe via the Insight footprint and our extensive engaged network of suppliers.

Software Product Offerings

Our clients acquire software applications from us through licensing agreements with software publishers or boxed products. We offer products from hundreds of publishers, including such industry leaders as Microsoft, VMware, Adobe, IBM Software, Symantec, and Citrix. As software publishers choose different models for implementing licensing agreements, organizations must evaluate the alternatives to ensure that they select the appropriate contracts and comply with the publishers' licensing terms when purchasing and managing their software licenses. With many publishers now offering public cloud-based software solutions in place of licenses consumed on-premise, we expect to continue migration to the cloud-based software alternatives. Our software lifecycle services consist of portfolio management, compliance, integration, and adoption, on-premise or in the cloud, regionally or globally.

Solutions and Services Offerings

As a comprehensive Solutions Integrator (SI), Insight takes a client-focused approach to helping organizations identify, adopt, and manage the most appropriate solutions to drive digital transformation and modernization for innovation. Our Areas of Expertise include the Modern Workplace, Modern Apps, Modern Infrastructure, Intelligent Edge, Cybersecurity, and Data and AI. With proven methodologies and experienced teams, we help enable operational efficiencies,

gain business agility, mitigate risk, manage compliance, address spiraling data growth, and meet the demands of the modern workplace.

Our client-focused approach ensures the most appropriate solutions to drive digital transformation and modernization for innovation.



Modern Workplace

Due to the recent rapid mobilization of the workforce, a dramatic shift in the IT support needs of the landscape of the typical workplace has changed forever. We help our clients modernize essential workplace products, platforms, and workflows to create enhanced environments for secure productivity and flexibility. Insight is dedicated to steadily enhancing end-users' experience as an established leader in the industry.

For five consecutive years, Insight's Workplace Services has been distinguished in Gartner's Magic Quadrant for focusing on clients' needs, having a cost-savings approach, and providing vital support for hybrid workforce and endpoint solutions. Insight can simplify the management of our clients' IT Lifecycle and enable a fast hybrid "work anywhere" environment for their workforce. We will consistently provide comprehensive device services (including DaaS, Managed Endpoint, warehousing, and multi-media messaging) for clients through assessment and strategy engagements.

Modern Apps

The applications our clients leverage to enable workers and delight end users can be a crucial differentiator for your organization. Applications are critical to operations, but it's common to struggle with challenges, from poor user experiences to skills gaps. An underperforming application environment often forces developers to find workarounds and IT to make quick fixes while the organization experiences a significant drag.

We build modern business applications using repeatable methodologies and an agile, user-centric approach to help our clients' organizations innovate, differentiate, and grow. We future proof our clients' critical applications for increased innovation and organizational agility.

Modern Infrastructure

Technology-driven transformation is on a steep growth trajectory. Insight helps organizations modernize to drive value with proven technology architectures and flexible cloud and data solutions. The result is leveraging technology investments to create an engine of growth.

We architect and deliver modern infrastructure solutions, management, and support spanning cloud and data center platforms, modern networks, and edge technologies, to enable our clients' organizations' digital transformation. We strive to exceed our clients' demands to accelerate faster in the cloud, and our knowledgeable teams maintain essential relationships with crucial cloud partners.

Intelligent Edge

Traditional architectures are focused on the data center. Modern architectures incorporate cloud and hybrid cloud, converged solutions, and potential solutions like containers. The intelligent edge extends the perimeter to new places — factory floors, cornfields, retail stores, wind turbines, surgical units, coal mines, and nearly anywhere you could imagine. We architect and deliver edge solutions spanning network, compute, storage, and artificial intelligence ("AI") and machine learning ("ML") to drive value and deliver ongoing support for the IoT.

Although some aspects of the intelligent edge mirror traditional approaches, there are many novel considerations. Go from idea to execution with Insight. Our team can support clients using case identification, strategy, architecture and design, deployment, testing and optimization, and monitoring and management — the full spectrum of realizing your intelligent edge.

Data & Artificial Intelligence (AI)

Insight brings multidisciplinary expertise, hardened skills across all major technology partners, and a depth of vision that outperforms our competition. We modernize data platforms and architectures and build data analytics and AI solutions that transform our clients' operations and user experiences.

What Insight can deliver to our clients:

- Modern data platforms, cloud, and infrastructure.
- Data, AI, and ML solutions use case development, design, and implementation.
- Data and analytics estate development/re-development and unification.
- Security and governance for data and AI solutions.

Cybersecurity / Security and Networking

Innovation and growth are necessary. Thus, networking and security best practices must keep evolving. Our team can offer guidance and technical support at every step, focusing on aligning business and IT strategies. Insight delivers comprehensive ransomware and cyberthreat prevention and protection solutions and strategies while enhancing visibility and context with fewer manual inputs.

What we'll provide to our clients:

- Alleviate large-scale security teams through simplified security management.
- Security framework implementation (Secure Access Service Edge, Zero Trust, software-defined).
- Wireless connectivity architectures and implementations, including CBRS and standup outdoor units.
- Security for hybrid cloud and multi-cloud leveraging automation.
- Artificial Intelligence (AI), machine learning, and advanced methodologies.
- Modern data protection spans cloud, edge, and on-premises environments, encompassing data classification, governance, compliance, and disaster recovery.
- Software-defined technologies, including SD-WAN, SD-LAN, and SDDC.

B. *Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.*

Insight Response:

Insight maintains a primary inventory of $70 to 80 million on hand in Hanover Park, Illinois. This inventory is not shared or divided among other geographic offices. Many of our nationwide competitors can claim to have larger inventories; however, when it is distributed to hundreds of locations or franchises across the country, the inventory is much smaller, diffused, and harder to consistently allocate to our clients. Insight works closely with our major business partners to privatize inventory and will stock additional products to meet specific project and rollout schedules.

Insight's 380,000 square foot distribution center and configuration lab is a state-of-the-art facility ensuring maximum efficiency. The latest innovations in radio frequency monitoring, bar coding, batch/zone picking, and automated product movement, allow Insight to ship over 4,500 orders per day.

Insight also can draw an additional $2 to $3 billion in inventory from several nationwide distribution centers. Insight is currently online (real time) with Ingram Micro and TD Synnex. We can access their inventories from our systems to view additional inventory. Many dealers prefer to wait and receive their own allocation of product from the manufacturer. At Insight, we view second sourcing as an intangible value added that helps us deliver product faster and make our clients more efficient. We can find any product, anywhere in North America.

Product from these locations can be drop shipped and sent via overnight carrier if requested by our clients.

As a product becomes increasingly difficult to procure, Insight will ask for and receive the distribution data history for the product and call all the companies that obtained shipments from the manufacturer.

Finally, Insight has established a network of distribution partners that we utilize on a regular basis. Our purchasing staff will call this channel of contacts and work to procure product when necessary.

C. *Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.*

Insight Response:

Insight takes contract compliance very seriously, and we have a dedicated Contract Compliance team that sits under Legal to ensure we're adhering to the terms and conditions of our contracts.

From a systems perspective, Insight has a Contracts Module that is designed specifically to reduce possible human error. The system calculates the contract sell price, preventing anyone from charging more than the approved contract price. This function disallows the sales team from saving a quote or order unless the price is at or below the contracted price. Insight's Compliance team is the only team capable of assigning a contract to an account. The system, through a series of rules, automatically assigns the products to the contract. Sales cannot misrepresent that a specific product is on contract when it is not. The Compliance team audits the sales activity and reviews every new account for accuracy (so that the contracts related are accurate).

Insight does not have any retail or in-store locations, nor we do sell our products, services, and solutions through distributors. All sales will be made directly through Insight via our sales teammates.

D. *Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.*

Insight Response:

Products shipped from Insight's Distribution Facility in Hanover Park, Illinois, can be shipped via UPS, FedEx, Truckline, major air/heavy freight carriers such as Ceva, PGL, or a client-requested carrier. The number of business days for delivery after receipt of order varies based on the method in which the product was shipped (i.e., UPS, FedEx, etc.) and the priority it was shipped.

Due to our large shipping volume, Insight has negotiated some of the best rates with many of the carriers listed. Insight will ship products using the most aggressive priced carrier depending on poundage and scheduled delivery. Insight will adhere to specific client requests to use a different carrier and/or upgrade to a "Priority" shipment.

Because Insight cares about the security of our clients' shipments, we have instructed our delivery agents not to leave packages at a client location without a signature. Clients may choose to have their order delivered to an alternate location if they will not be available to receive it.

For hardware, we have "direct-ship" programs with many of our partners, including manufacturers and distributors, allowing us to expand our product offerings without increasing inventory, handling costs or inventory risk exposure. As a result, we can provide a product offering with billions of dollars of products in virtual inventory. Convenience and product options among multiple brands are key competitive advantages compared to manufacturers' direct selling

programs, which are generally limited to their own brands and may not offer clients a complete or best-in-class solution across all product categories.

Insight will provide free basic best way ground shipping for all applicable orders placed under the Master Agreement to any Participating Public Agency within the continental United States.

Should a Participating Public Agency require expedited and/or a customized shipping solution or if the product is considered heavy weight, we will provide a written quote of estimated freight charges prior to order placement. As standard business practice, shipments are delivered Monday through Friday, with no deliveries on weekends or holidays. We do offer limited Saturday delivery service; however, this service is not available for all products, from all shipping warehouses, or for all delivery locations. There is no online option for setting a shipment for Saturday delivery. In order to check on the availability of Saturday delivery for your desired product, please call us at **1.800.INSIGHT** (1.800.467.4448).

E. *Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.*

Insight Response:



Insight provides inventory management and warehousing services from our Insight-operated Distribution and Integration Facilities in the United States, Canada, UK, and Germany. Our facilities ensure maximum efficiency, boasting the latest innovations in radio frequency monitoring, bar coding, batch/zone picking, and automated product movement, allowing us to ship over 4,500 orders per day in the U.S. alone.

Insight's flagship Hanover Park facility houses our primary inventory of $70-$80 million in products from over 1,500 leading manufacturers. Our inventory is not shared or divided among other geographic offices. At 380,000 square feet, this location provides us the ability to offer our clients enhanced lifecycle services. The largest of its kind, we offer warehousing, integration, and break/fix services.

Insight's acquisition of PCM in 2019 complemented our supply chain optimization solution offering and added scale by increasing our distribution center footprint in North America. Facilities included with the acquisition include:

- Lewis Center, OH: 84,640 ft^2
- Worthington, OH: 126,000 ft^2
- Fontana, CA: 4,000 ft^2
- Edmonton, AB: 20,500 ft^2
- Calgary, AB: 10,750 ft^2

These facilities allow for a combined 594,000+ ft^2 across North America.

MARKETING AND SALES

A. *Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to.*

   i. *Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*

   ii. *Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days*

Insight Response:

As a current OMNIA Partners Supplier who has worked with the OMNIA Partners team (and the U.S. Communities team before that) for over thirteen years, Insight has the experience and the knowledge needed to roll out and implement a new OMNIA Partners contract. As such, we fully anticipate a seamless transition from our current contract to a new contract award. As part of that transition, here are the activities we will undertake for implementation of the new Master Agreement.

90-Day Implementation Plan	
Within 10 days of award	Our Senior Vice President of Public Sector, Scott Friedlander, will provide his endorsement and sponsorship of the award as Insight's strategic go-to-market contract vehicle for our SLED customers to the following groups: • Executive senior leadership at OMNIA Partners • Executive senior leadership at Insight • Insight's extended SLED sales teams
Within 30 days of award	Our National Account Manager, Erica Falchetti, will connect with her counterparts at OMNIA Partners to have an initial kickoff call to discuss timelines and expectations. Insight's Contract Compliance Team will set up the new contract in our SAP system, ensuring that the pricing structure proposed in our response is reflected accurately in the system. A required training will be conducted by our National Account Manager and our Contract Compliance Team for all Insight SLED sales, services, and operations teammates to ensure there is a clear understanding of the deliverables, service-levels, and related information.
Within 60 days of award	Insight will reach out to all agencies who have a formal piggyback contract in place under the current contract so that a new formal piggyback contract can be created under the new contract award.
Within 90 days of award	Insight will connect with the OMNIA Partners Sales team and Member Development team to provide training on our new contract.

B. *Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to.*

i. *Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*

Insight Response:

Please see the 90-Day Implementation Plan above.

ii. *Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days*

Insight Response:

Please see the 90-Day Implementation Plan above.

iii. *Design, publication and distribution of co-branded marketing materials within first 90 days.*

Insight Response:

As a current OMNIA Partners Supplier who has worked with the OMNIA Partners team (and the U.S. Communities team before that) for over thirteen years, Insight has the experience and the knowledge needed to market a new OMNIA Partners contract. Here are the activities we will undertake to market the Master Agreement.

90-Day Marketing Plan	
Within 30 days of award	The Insight and OMNIA Partners marketing teams will meet to discuss and plan activities to promote the new contract. This will include Electronic Direct Mail, marketing collateral, and updates to both Insight's and OMNIA Partners' websites. A deadline will be set for finalizing the deliverables.
Within 60 days of award	The Insight and OMNIA Partners marketing teams will meet to review collateral and discuss any other planned marketing outreach efforts.
Within 90 days of award	All collateral will be finalized and a timeline will be created for distributing the marketing collateral to existing Insight clients and to registered members of OMNIA Partners.

iv. *Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement*

Insight Response:

Insight commits to attend and participate with OMNIA Partners at national, regional, and supplier-specific trade shows, conferences, and meetings throughout the term of the Master Agreement.

v. *Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.*

Insight Response:

Insight commits to attend, exhibit at, participate in, promote, and market the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Insight has been exhibiting at the NIGP Annual Forum for over ten years.

vi. *Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement.*

Insight Response:

Insight will work with OMNIA Partners to create a national print advertising campaign for this contract. Among the possible publications for consideration are Center for Digital Government / Center for Digital Education / Government Technology, EDUCAUSE Review, and American City & County. We currently partner with OMNIA Partners on these types of advertising activities.

vii. *Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.).*

Insight Response:

Insight will continue to work closely with OMNIA Partners in the development of a mutually agreeable marketing plan. We believe that marketing efforts should be primarily focused on decision makers in both procurement and IT, as we have found that marketing to these higher-level decision makers results in a significantly higher return on investment.

The following is a general overview of our marketing commitment.

Insight Commitment

Insight commits to spend up to 0.25% of contract revenue in marketing activities to promote the contract. These activities will include, but not be limited to, participating in tradeshows, creating co-branded marketing collateral, developing sales contests, driving awareness of the contract, and other activities as determined by Insight management.

Incremental Funding

Insight will make a coordinated effort internally to work with our manufacturer and publisher partners to provide incremental marketing funds for promotion of the contract and the manufacturer's/publisher's products and solutions.

Collateral

Insight will work with OMNIA Partners to create marketing collateral, similar to what we've done under the current contract. An example of that collateral is included in **Section 9 – Appendices, Appendix E**.

Case Studies

Insight will work with OMNIA Partners to document case studies, similar to what we've done under the current contract. An example of a case study is included in **Section 9 – Appendices, Appendix F**.

Electronic Direct Mail (EDM)

Insight will create EDMs for our "opted-in" public sector clients to make them aware of the new contract.

viii. *Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:*

- *OMNIA Partners standard logo;*
- *Copy of original Request for Proposal;*
- *Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;*
- *Summary of Products and pricing;*
- *Marketing Materials*
- *Electronic link to OMNIA Partners' website including the online registration page;*
- *A dedicated toll-free number and email address for OMNIA Partners*

Insight Response:

Insight currently has a dedicated OMNIA Partners internet web-based homepage on our website, located here: www.ips.insight.com/omnia. Upon notice of an award, we will update the website with information about the new contract.

C. *Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.*

Insight Response:

As an existing contract holder with OMNIA Partners, Insight has spent the last thirteen years actively marketing and promoting our contract to Participating Public Agencies. During that time, over 5,000 registered agencies have chosen to purchase from us through our OMNIA Partners contract. Insight is completely committed to the marketing and success of this contract and will continue in our go-to-market sales strategies including:

- Insight will seek to leverage this contract with our more than 60,000 current public sector clients by utilizing our existing sales teams and processes, as well as through the marketing activities described elsewhere in this response.
- Insight sales teams will proactively engage the local vendor community to promote this contract's value proposition and its specific value to their relative local contractual situations.

The following is a list of SLED multi-state cooperative contracts held by Insight. This list does not include contracts where Insight has been named as an authorized reseller on a manufacturer-held contract, as we are not the primary contract holder for such contracts.

- NASPO ValuePoint Software VAR
- Equalis Group
- NASPO ValuePoint Cloud Solutions
- Sourcewell (Cisco & Microsoft Unified Communications Solutions)

While we understand that our existing contracts may be viewed as an obstacle to our ability to succeed in and broaden this contract, Insight believes our existing contractual relationships are actually a benefit to OMNIA Partners. We will seek to leverage the existing relationships that we have developed under these contracts to:

- Transition clients over to the OMNIA Partners contract (when possible).
- Position the OMNIA Partners contract with clients as an alternative contract vehicle for all items not covered by their existing contracts.
- Discuss the value of moving their acquisition efforts to the OMNIA Partners contract with procurement officials. Ideally this conversation should be pursued jointly with both the appropriate local vendor partners and the OMNIA Partners Regional Managers and Member Development Managers.

D. *Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.*

Insight Response:

Insight agrees to provide our logo to OMNIA Partners and agrees to provide permission for reproductions of such logo in marketing communications and promotions. Insight also acknowledges that use of the OMNIA Partners logo will require permission for reproduction.

E. *Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:*

i. *Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*
ii. *Best government pricing*
iii. *No cost to participate*
iv. *Non-exclusive*

Insight Response:

Insight confirms that we will be proactive in our direct sales of goods and services to Public Agencies nationwide and that we will follow up on any leads established by OMNIA Partners. We have an existing email alias, OMNIA@insight.com, where leads are currently sent, and those leads are immediately forwarded to the appropriate Insight sales teammate.

Insight further confirms that all sales materials will be presented to the OMNIA Partners marketing team for review before they are distributed to Public Agencies. Insight commits that our sales materials will communicate 1) executive leadership endorsement and sponsorship, 2) best government pricing, 3) no cost to participate, and 4) the fact that our award is non-exclusive.

F. *Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include*

i. *Key features of Master Agreement*
ii. *Working knowledge of the solicitation process*
iii. *Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners*
iv. *Knowledge of benefits of the use of cooperative contracts*

Insight Response:

Insight confirms that we will train our national sales force on the Master Agreement, and that the training will include 1) key features of the Master Agreement, 2) working knowledge of the solicitation process, 3) awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, and 4) knowledge of benefits of the use of cooperative contracts.

Upon contract award, our SLED sales teams will participate in mandatory training on the new contract, including all details on our corporate, pricing, and sales commitments. On a continuing basis, extensive training on the OMNIA Partners contract will be provided to all new sales and support staff before entering the sales floor. Additionally, we will provide annual refresher trainings to our sales, services, and support teams so they remain current and focused on our primary offering.

Every Insight teammate who works with public sector clients must go through a series of specific trainings to ensure that the teammate understands not only the public sector client but also acknowledges that they will adhere to all applicable laws, regulations, and policies that are involved with providing service to a client in the public sector, including our contracts.

Training sessions are handled by Insight's Learning & Development and Compliance Teams. We drill down to the individual teammate's responsibilities and specific client base to ensure he or she understands the contracts that will be supported by the teammate.

G. *Provide the name, title, e-mail and phone number for the person(s) who will be responsible for:*

i. *Executive Support*
ii. *Marketing*
iii. *Sales*
iv. *Sales Support*
v. *Financial Reporting*
vi. *Accounts Payable*
vii. *Contracts*

Insight Response:

Insight's OMNIA team is as follows:

i. Executive Support: Scott Friedlander, Senior Vice President – Public Sector, scott.friedlander@insight.com, 703.594.8129

ii. Marketing: Kathy Kramer, Marketing Manager, katherine.kramer@insight.com, 937.415.9427

iii. Sales: Erica Falchetti, Sr. SLED Market Leader – Capture & Business Development, erica.falchetti@insight.com, 480.333.3071

iv. Sales Support: Tone Tuskan, Manager – SLED Client Operations, tone.tuskan@insight.com, 509.742.2283

v. Financial Reporting – Virginia Mace, SLED Compliance Specialist, sledreporting@insight.com, 480.333.3068

vi. Accounts Payable – Virginia Mace, SLED Compliance Specialist, sledreporting@insight.com, 480.333.3068

vii. Contracts – Brittany Dunaway, Manager – SLED Compliance, sledcontracts@insight.com, 480.366.7029

H. *Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.*

Insight Response:

Insight has four Sales Market Leaders who oversee all our sales teams. Kevin Hallihan leads our field sales teams in the East and Central, Brian Louderback leads our field sales teams in the West and TOLA, Ken Richter leads our national inside sales teams, and Clayton Boras leads a team dedicated to higher education entities. All told, we have over 100 dedicated sales teammates and managers who sell only into the state, local, and education space.

These sales teammates are supported by an additional 150+ dedicated SLED client operations, software, services support, business development, and contract compliance teammates. Sales and support teammates are spread throughout the U.S., both in company offices and in remote home offices. This coverage helps to ensure our clients have access to a team of people at Insight, regardless of what time zone they may be in.

We have provided an organizational chart in **Section 9 – Appendices, Appendix A**.

The highest level executive in charge of the sales team is Scott Friedlander, Senior Vice President –Public Sector. His contact information is as follows:

Scott Friedlander, SVP Public Sector
scott.friedlander@insight.com
703.594.8129

I. *Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.*

Insight Response:

Many of Insight's 100+ SLED sales teammates already have relationships with their OMNIA Partners counterparts, both in Sales and in Member Development. Additionally, our sales teams have years of experience in positioning and selling the value of the OMNIA Partners contract. Our commitment to growth is reflected in our contract sales, which have increased steadily over the past 13 years, and which have more than doubled since we were awarded the most recent contract back in 2016.

Additionally, Insight invests more than $500,000 annually in marketing and sales development funds specifically towards growing sales under our existing contract. Upon award of a new contract, we are fully committed to making continued large investments in this area.

Insight will continue to partner with the OMNIA Partners team through joint sales calls, tradeshow attendance, and participation in team calls.

I. *Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set- up, timely contract administration, etc.*

Insight Response:

As an existing Supplier with OMNIA Partners, Insight has over 13 years of experience in managing the national program. We have long-standing relationships with the OMNIA Partners team, including Marketing, Partner Development, Member Development, and Sales.

Upon award of a new contract, we will continue our regular cadence with these teams, which includes a monthly meeting between the Insight and OMNIA Partners marketing teams, regular participation on sales team calls, and consistent communication with our designated Vice President for Partner Development.

Erica Falchetti will continue to serve as Insight's National Account Manager and will be responsible for coordinating activities between Insight and OMNIA Partners. Additionally, Insight's Contract Compliance team will be responsible for the administration of the contract and will ensure that we are remaining compliant with the terms and conditions of the contract.

Any leads that come to us from either the OMNIA Partners Sales team or the Member Development team will be immediately handed over to the Insight account executive for that Participating Public Agency. If we don't have an account set up for the agency (which, in our experience, is rare), the Insight account executive will ensure one is created in a timely manner.

Insight understands that the success of our contract is dependent on clear lines of communication, and we commit to strengthening our relationships with the OMNIA Partners team to ensure the communication continues throughout the term of this Master Agreement.

J. *State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.*

Insight Response:

Insight's gross sales to SLED entities in fiscal year 2021 totaled $1,362,538,000.

Below is a list of Insight's ten largest SLED clients, along with the total purchases for fiscal year 2021. Contacts at the below agencies have not given their approval for their information to be publicly released. Should you need to contact any of these agencies, please reach out to Erica Falchetti, erica.falchetti@insight.com.

- Tennessee Department of Finance and Administration ($46,164,000)
- Washington Consolidated Technology Services ($30,331,000)
- Colorado Governor's Office of Information Technology ($25,959,000)
- Texas Health and Human Services Commission ($21,953,000)
- Mesa Unified School District ($21,089,000)
- New Jersey Judiciary Court System ($19,286,000)
- Miami-Dade County ($18,892,000)
- Kentucky Commonwealth Office of Technology ($17,671,000)
- Iowa Office of Chief Information Officer ($17,330,000)
- New Jersey Office of Information Technology ($15,012,000)

K. *Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.*

Insight Response:

Insight's account management model integrates a deep footprint of field sales representatives and consultants with inside sales personnel in locations around the United States.

Our account management approach ensures our clients have expert support and strategic alignment of their hardware, software, cloud, and services requirements. Our clients' IT technology and procurement teams will benefit by having the advantage of working with a dedicated account team that is familiar with and adheres to their internal processes and methodologies.

Insight utilizes SAP as the internal ERP system for managing client account information. SAP also supports various order entry and inventory control functions.

Quotes and Order Placement

Quotes can be requested electronically through Insight's e-procurement portal, or via an agency's dedicated account team (via email, phone, or fax). All mediums will elicit pricing, product availability, configuration, and shipping information.

Using Insight's web portal, end users can save items in their cart as a quote for purchase later. Saved quotes can also be emailed. Should the user decide to (and have the authority to) purchase the quoted items, the saved quote can be turned into an order that will be placed online.

Insight's web purchasing portal displays an order confirmation screen after the order has been placed. The end user or user account that placed the order will also receive the following via email:

- A copy of the notification confirming the web order has been received
- Advanced Shipment Notification (ASN) when product from the order ships. Below is an example of the Advanced Ship Notification (email that Client/Buyer Receives)

ADVANCE SHIP NOTICE

Your order has been picked and packed for shipping. Please see your tracking number(s) below. If tracking information is not yet available, please check it again the following business day. We appreciate your business and are committed to delivering excellent service.

Material	Description	Order Qty	Shpd Qty	Ship Date
CHS-7080-MFF	OPTIPLEX 7080 MFF I5-10500T 8GB 256SSD B See below Delivery 0820737617	10	10	19-JAN-2021
210-AUNF-CHSPSC	DELL 22 MONITOR - E2220H See below Delivery 0820737617	27	27	19-JAN-2021

Serial #: 9DYXD73, 9F0XD73, 9F0YD73, 9F1XD73, 9F1YD73, 9F1ZD73, 9F2XD73, 9F2YD73, 9F2ZD73, 9F3XD73

For online orders, clients will receive the ASN by default. This setting can be turned off if desired. An additional email can be added at the time of order placement to also receive the ASN. This feature is unique to Insight's ASN tool. Insight's ASN is available via hard copy, verbal and/or web-based purchasing. ASNs are also available for non-web orders placed through Insight's

ordering system by the Insight Account Team. After an order has been placed, end users with appropriate permissions can add an ASN for future shipments from that order.

Tracking Orders

End users will have access to review purchase orders in detail and even track shipped orders. Multiple levels of information are built into the system to provide end users with details, which can be sorted by the following criteria:

- Invoice Number
- Order Date
- Purchase Order Number
- Ship Date
- Tracking information with direct link to shipper's website (i.e., FedEx, UPS)
- Order Numbers
- Ship to Address
- Delivery Status
- Serial Numbers (if applicable)

For added convenience, Insight has integrated our order processing, labeling, and tracking systems with the systems of major freight carriers. Order tracking numbers are hyperlinked to the freight carrier's tracking system for up-to-the-minute information regarding order status. This integration helps to ensure efficient and accurate deliveries that are traceable by both Insight and our clients.

Order Timeframes

Orders containing product available in our $70-$80 million inventory held in Hanover Park, Illinois, will ship the same day providing no configuration services are needed and the order is received by 3:00 p.m. Central Time. Insight will ship all orders missing this cutoff time the following business day as a standard operating procedure. Software orders placed by 3:00 p.m. local time will ship that day. Insight maintains a 99.998% two-business day delivery rate for such "pick and pack" products. As a reseller, product availability is based on the manufacturer, so it will vary by product line.

Should the product need to be configured in our Integration labs, the normal turnaround time is two to three working days. If Insight runs into some extenuating circumstances that would create lab backlogs, the client will be notified so schedules can be changed accordingly. Our configuration labs operate 5 days a week, 24 hours a day.

The integration between our network and our distribution partners ensures advanced levels of service for our clients. For example, our order-processing system automatically chooses the warehouse closest to a client's delivery point so that orders placed by 3:00 p.m. local time are generally shipped that day. Overnight shipment cutoff from our distributor partners is 3:00 p.m. if product is in a west coast warehouse.

Invoices

Invoices are processed and sent to the designated billing address the day following product shipment, or in the case of licensing, the day after order placement, and can be sent via hard copy, EDI, or in a summary billing statement. Maintenance is invoiced in advance of the coverage period, based on the contractual agreement with the publishers.

The current Insight invoice format for products includes purchase order number, invoice number, purchase date, bill to and ship to information, a detailed product description, serial number (if applicable), manufacturer product number, unit pricing, number of units ordered, terms of payment, method of shipment indicating both carrier and terms, cost of delivery, and any applicable sales tax. Non-standard, client-specific information can additionally be provided on Insight invoices and reports. Insight can work with our clients to mutually determine the processes for attaining and providing such information.

For services, Insight itemizes bills based on the client billing requirements and the type of services provided. Insight is willing to discuss and mutually agree upon how bills are itemized, and the level of cost detail required to meet our clients' billing requirements.

In addition to the previously listed billing options, Insight currently offers clients the ability to exchange business documents electronically using both ANSI X.12 EDI (Electronic Data Interchange) and XML B2B (Business-to-Business) standards. These processes are standard Insight functionality that provide highly reliable alternatives for manual business transactions reducing cost and improving turnaround times.

Payments

Payments sent to the retail lockbox are posted to the client's account the same day the bank deposits the check without any intervention from accounts receivable. Payments sent to the retail lockbox that cannot be scanned and posted directly to the client accounts are rejected. These checks are photocopied by the lockbox and overnighted to accounts receivable to post manually to the client's account. Manual payments are posted within 24-48 hours of the bank's deposit. Insight does not use third party partners for billing purposes.

L. *Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").*

Insight Response:

$150,000,000.00 in year one

$175,000,000.00 in year two

$200,000,000.00 in year three

M. *Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.*

i. *Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).*
ii. *If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.*
iii. *Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).*

iv. *If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternative or additional proposal.*

Detail Supplier's strategies under these options when responding to a solicitation.

Insight Response:

As a Supplier with OMNIA Partners (and U.S. Communities before that) for over thirteen years, Insight understands the requirements and confirms our commitment to the above options for responding to a solicitation for Products covered under the Master Agreement. Our first goal is always to present the value of the Master Agreement to Public Agencies by making sure they understand that the contract was competitively-solicited and therefore a separate solicitation is not needed.

However, in those cases where a Public Agency still chooses to put out their own solicitation, Insight will either respond with pricing that is at or below the Master Agreement pricing (and report the subsequent sale to OMNIA Partners) or propose pricing that is higher than the Master Agreement. If a Public Agency allows for alternative proposals, we will include the Master Agreement as an option.

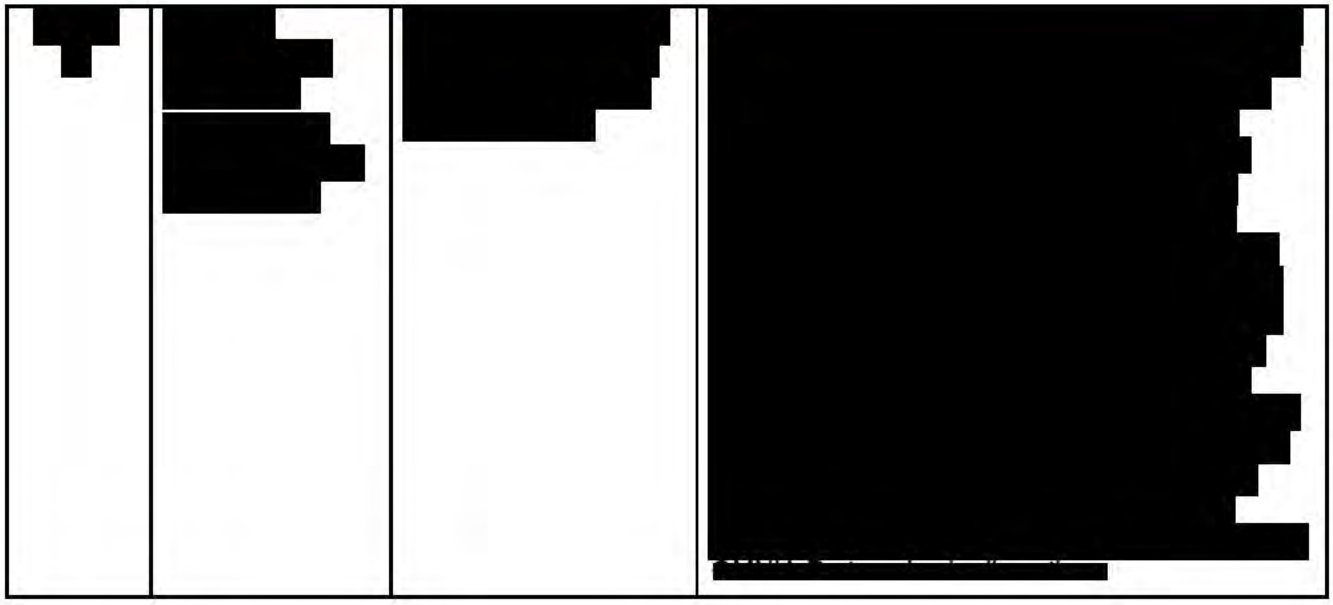
b. *The successful Supplier will be required to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement, Suppliers shall have any reviews required to sign the document prior to submitting a response. Supplier's response shall include any proposed exceptions to the OMNIA Partners Administration Agreement.*

Insight Response:

Insight requests that the following clarifications/exceptions be included in any final terms and conditions of the contract; nevertheless, if Insight is the successful bidder, Insight is amenable to negotiating mutually agreeable terms prior to the commencement of the engagement.

PAGE NUMBER	REFERENCE SECTION/ PARAGRAPH	IDENTIFIED EXCEPTION/NOTE	PROPOSED NEW LANGUAGE/COMMENT
16 (PDF P. 22)	Cobb County General Instructions for Proposers, Terms and Conditions; XIV. Delivery Failures	Supplier proposes to strike delivery penalties as Supply Chain issues are causing extreme delays in some cases, and those factors are beyond our control. Supplier will keep end users updated with expected lead times and delivery dates.	Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market or rebid for articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such an amount from monies owed the defaulting contractor. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

19 (PDF P. 25)	Cobb County General Instructions for Proposers, Terms and Conditions; XXVIII. Indemnification/Hold Harmless, 1st Paragraph	Supplier proposes to strike the 1st 2 sentences as the reps and warranties we are providing are already stated in this agreement and goes beyond the scope of warranties we have already agreed to.	To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, expenses, and liability of any kind whatsoever, including but not limited to attorneys' fees and other legal expenses, ("Liabilities") to the extent caused by or resulting from negligence, recklessness, or intentionally wrongful conduct arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to the party or person described in this Section XXVII.
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]



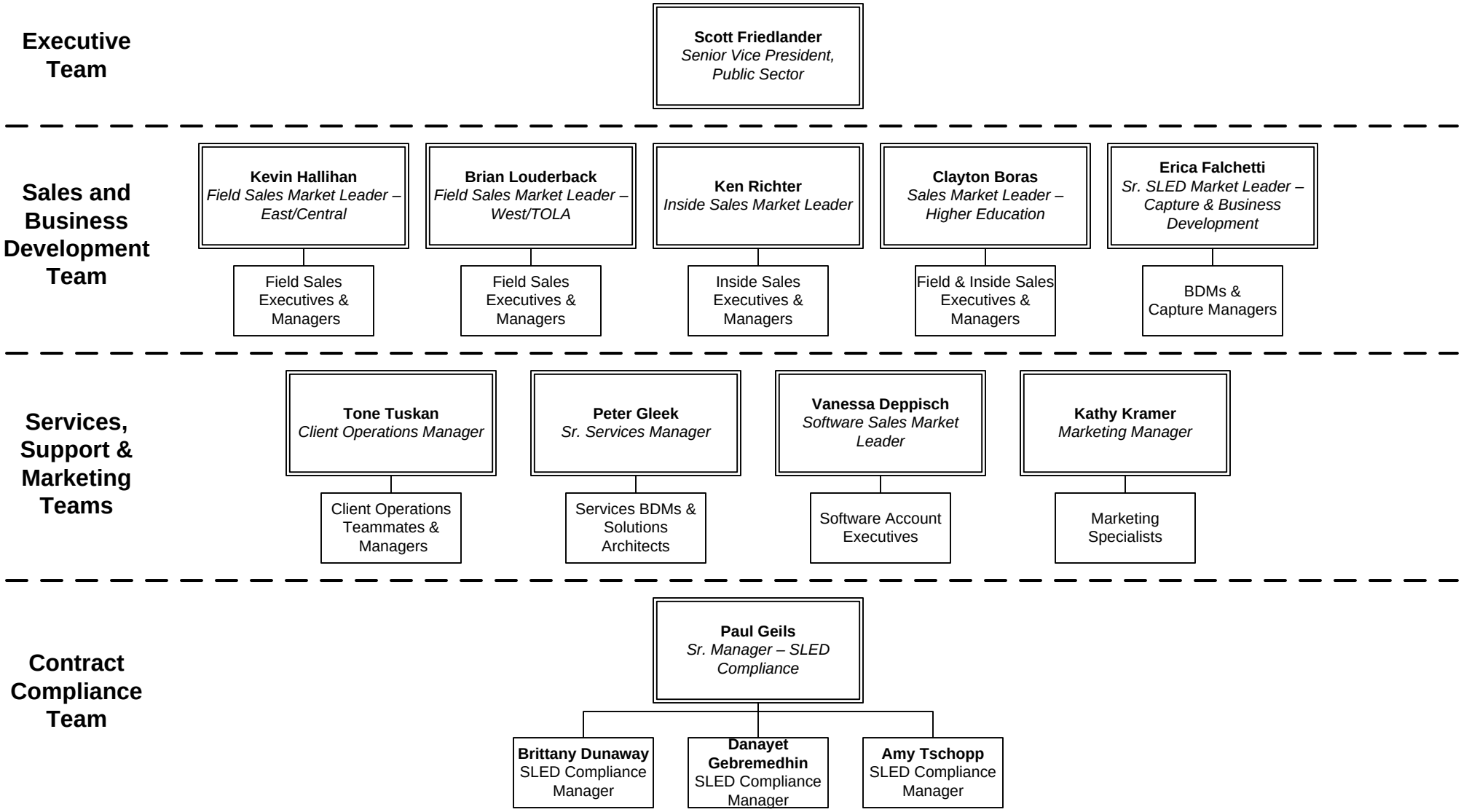
9. Appendices

Below is the list of documents included with our response.

- Appendix A – Organizational Chart
- Appendix B – Sample Agreements
    - Sample Insight Statement of Work (SOW) template
    - Sample Amazon Web Services Order Form Agreement
    - Sample Google Cloud Platform Order Form Agreement
    - Sample Microsoft Azure Order Form
- Appendix C – Manufacturers, Publishers, and Suppliers
- Appendix D – Dun & Bradstreet Report 2022
- Appendix E – Marketing Collateral
- Appendix F – Hidalgo County Case Study
- Bid Submittal Form
- RFP Form
- Exhibit A – Contractor Affidavit and Agreement
- Exhibit F – Federal Funds Certifications
- FEMA Special Conditions
- Exhibit G – New Jersey Business Compliance Forms
    - Statement of Ownership Disclosure
    - Non-Collusion Affidavit
    - Affirmative Action Affidavit
    - Political Contribution Disclosure Form
    - Stockholder Disclosure Certification
    - Certification on Non-Involvement in Prohibited Activities in Iran
    - New Jersey Business Registration Certificate
    - EEOAA Evidence with Certificate of Employee Information Report
    - MacBride Principals Form
- Addendum No. 1
- Addendum No. 2
- Addendum No. 3

Appendix A - Organization Chart

Insight Public Sector
Organization Chart
Cobb County & OMNIA Partners



Insight Client Account Number	
Statement of Work #	
State/Fed Contract	

Statement of Work

("SOW")

Parties and addresses for notice:

"Insight"	"Client"
Company name: Insight Public Sector, Inc.	Company name:
Primary contact:	Primary contact:
Address:13755 Sunrise Valley Drive, Suite 750 Herndon, VA 20171	Address:
Phone number: [update]	Phone number: [update]
Email: [update]	Email: [update]
Secondary contact: [update]	Secondary contact: [update]

Agreed and accepted:

Insight	Client
Authorized signature:	Authorized signature:
Name:	Name:
Title:	Title:
Date:	Date:

Invoicing procedures:

Method (Client MUST select ONE option below.)	PO Process (Client MUST select ONE option below.)
☐ **Mail Invoice** – Hard copy of invoice will be mailed to: Company name: Address: Attention: Accounts Payable or Accounts Payable Contact: Phone:	☐ **Client issues system-generated POs or internal reference numbers for service engagements.** Please fill in the PO number below and attach a hard copy of the PO to this signed SOW. Note: Services cannot be performed until a hard copy of the PO is received, or a billing reference is provided. PO number: PO release number (if applicable): Internal billing reference number/name:
OR ☐ **Email invoice** – Invoice copy will be sent electronically via email to:	OR ☐ Client does NOT issue system generated POs for service engagements. Accordingly, performance of and payment for any Services under this SOW do not require, and are not contingent upon, the issuance of any PO or other similar document.

This SOW is effective as of the date last signed above ("SOW Effective Date"). Client's purchase, receipt, and use of the Services defined herein are subject to: (a) the written agreement for Services executed between Insight and the Client ("Master Agreement"), or (b) if the parties do not have a Master Agreement in place for the Services, the Terms of Sale for Services located at https://www.insight.com/en_US/help/terms-of-sale-services-ips.html (collectively, the "Agreement"). Capitalized terms used but not defined in this SOW will have the meaning given in the Agreement.

1. Purpose

The purpose of this SOW is to set forth the specific Services that Insight will provide to Client in connection with the Agreement.

2. Definitions

a. "Deliverables" means the items created by Insight in connection with the Services and as specifically described in the Scope of Services and Delivery Schedule Section below.

b. "Services" has the meaning given to it in the Scope of Services and Delivery Schedule Section.

3. Scope of Services and Delivery Schedule

Insight will perform the following services ("Services") per the terms of this SOW.

3.1. Service Description

The following is a high-level description of the Services Insight will provide:

1. [update] as outlined in the Exhibit(s) of this SOW.

3.1.1. Location

Performance of the Services will be [remote and/or onsite].

- [client address]

3.2. Project Management

Insight will provide project management as detailed in the applicable Exhibit of this SOW.

3.3. How Services are Accepted

After Insight performs a Service or delivers a Deliverable to Client, if the Service or Deliverable does not meet the material requirements described in the SOW, then Client will provide Insight with a written explanation describing how the requirements were not met within 5 days following the date the Service or Deliverable was delivered to Client. If Client fails to provide the written explanation within this 5-day period, the Service and Deliverable will be deemed accepted by Client.

3.4. Business Hours

Services will be performed during normal United States business hours unless otherwise mutually agreed upon in the attached Exhibit(s). Normal business hours are defined as an 8-hour day, Monday through Friday, excluding designated Insight Holidays.

3.5. Client Responsibilities

Client is responsible for the following:

1. Client will provide a project contact with decision-making authority to support the scope of services described in this SOW and ensure the proper personnel are scheduled to review each completed Service or Deliverable upon notification of completion by Insight.

2. If applicable, Client will provide site contacts for each Client location. Each such contact will provide Insight with sufficient detail regarding his/her site, and will coordinate or perform required onsite work, as reasonably requested by Insight and Client IT, for the duration of the project.
3. Client will provide Insight the necessary access to its internal experts, location(s), critical systems, applications, workspace, and equipment required at each field location to complete the project. Access to Client systems will be provided to Insight via either onsite direct access or remote/VPN access. If Client cannot provide access or required resources under this SOW, then additional project duration, labor hours, travel expenses, and other costs may be incurred and due to Insight by Client.
4. Client will provide the necessary hardware, software, tools, and permits required for the successful completion of the project prior to Insight's arrival. Further, Client is responsible for all licensing requirements to be compliant per their own agreements.
5. Client is responsible for all product and material, including distribution and transport of Client-owned product and material, unless otherwise specified in writing. Product and material are defined as any items purchased, owned and/or provided by Client (or others) that Insight is required to use for fulfillment of any Services described herein.
6. Client is responsible for providing adequate and secure onsite storage for all Client-owned product and material unless otherwise specified in writing.
7. Client will be responsible for managing and maintaining, if applicable: (a) back-up and/or data migration of existing data and Client's information unless otherwise agreed to by Insight; (b) computer system and network designs; (c) component selection as it relates to the performance of the computer system and/or the network; (d) reasonable firewalls and if appropriate encryption; (e) least-privileged-based access controls (including provisioning, de-provisioning, authentication, authorization, and accountability controls); and (f) physical, electronic, and procedural controls to ensure the confidentiality, integrity, and availability of Client's information on all applicable Client computing systems used to store or transmit Client's information, in accordance with current applicable industry standards and best practices.
8. Client and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Insight, (b) provide input throughout the project and will review progress at review meetings requested by Insight; and (c) provide Insight with access to all of Client's information, documentation, and technology, necessary for Insight to perform the Services, including a list of all Client and third-party contacts necessary for Insight to do so.
9. If applicable, Client is responsible for performance of the following OCM-related tasks:
    a. Stakeholder Engagement, including but not limited to:
        i Stakeholder analysis, use case development, and/or persona/user segmentation activities
        ii Stakeholder engagement plan including scheduling of any activities
    b. Communications, including but not limited to:
        i Creation of a communications plan, including content plans for email, online resources, and any other communications channels
        ii Execution/creation of any content outlined in the communications plan
        iii Communications T-minus schedule
    c. Training, including but not limited to:
        i Training plan and schedule
        ii Training content planning, creation and/or execution
    d. Adoption, including but not limited to:
        i Creation or execution of a governance plan
        ii Creation or execution of a post-project end-user adoption plan

3.6. Assumptions

1. If applicable, any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.

2. Outside the scope of this SOW, Insight has no obligation to mount, affix, or otherwise fasten any cable, hardware, or other product to any building or structure (inside or outside), and Insight has no obligation to run cable above, under, behind, or through any ceiling, floor, or wall of any building or structure. If such services are requested by Client, such services may be performed by Insight only to the extent permitted by applicable law and will be subject to a Change Request for additional services.
3. Each party agrees that personnel will not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline a service request if the request falls outside their scope of experience and expertise.

3.7. Change Request Procedure

If either party identifies any alterations to the scope of work, specifications, or requirements in this SOW, it shall be brought to the attention of the other party's management for pre-authorization by completing and submitting a written Change Request in a manner described in this section and signed by both parties ("Change Request Form").

Without limitation, Change Request Forms are appropriate in the following examples, as well as other situations that alter the scope of work, specifications, or requirements in this SOW:

- Changes to environment, scope, management, performance of projects (regular and special), milestones, tasks, systems, service levels
- Additional resources, scope, projects, new services, tasks
- Changes to management and control of hardware and software
- Adjustments to baselines, assets, volumes, or other areas where changeover time results in the need to adjust pricing
- Additions, deletions, and/or changes to sites where services are provided, or the nature of services provided at a site

If any such change causes an increase or decrease in the cost or time required for the performance of the Services, the price and/or delivery schedule shall be equitably adjusted and identified within the Change Request Form.

If Insight believes an operational change is required and Client does not agree to the change (or the applicable Change Request), Insight will be relieved of any related service level obligations. Any additional resources or costs expended or incurred to address the failure to make the change will be treated as an additional service.

3.8. Project Kickoff

A project kickoff meeting will be held to review project expectations, discuss IT infrastructure design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and downtimes).

3.9. Start Date

The project start date will be mutually determined upon receipt of this signed SOW and, if applicable, a valid Purchase Order (PO). A minimum lead time of at least 20 business days from receipt of both documents may be required for scheduling purposes.

If Client causes any delays to the delivery start date, which was agreed upon by both parties in writing (email is acceptable), Client may incur additional fees based upon such delay, including but not limited to, travel expenses already incurred, if any, and/or other equitable relief as a remedy for such delay. The delays and charges will be defined and communicated through the Change Request process described in this SOW.

Services will be performed over a consecutive timeframe unless otherwise provided herein. If Client requests or causes a change in the schedule that prohibits Services from being delivered in a consecutive timeline, an additional lead time of 20 business days (from written confirmation to resume Services) may be required, new resources may be assigned, and there may be additional fees.

3.10. Estimated Duration

The Services' duration will be approximately [xx] week(s).

4. Pricing and Payments

4.1. *Summary of Pricing*

The table below is a summary of the pricing for all the offerings described in this SOW. Specific information regarding each Service is listed in the Fee sections below.

Offering Name	Fee Type	Quantity or Term	Total Estimated Amount

4.2. *Fixed Fee*

Client shall pay Insight the fixed fee of $ [#.##]. The total amount paid to Insight will not exceed the total fixed fee without the prior written approval of Client. Client will reimburse Insight for travel expenses, if any are required.

The fixed fee is based on the following:

Project Description	Price
[Project Description/Milestone Phase]	[$#.##]
[Project Description/Milestone Phase]	[$#.##]

4.2.1. Invoicing

Insight will invoice Client monthly for Services performed based upon a percentage complete, plus any taxes incurred (if applicable).

4.3. *Time and Materials*

Services will be provided on a time and materials basis. Costs incurred by Client will be based on a 4-hour minimum (per day) for onsite resources, or actual time worked, whichever is greater. Client will not reimburse Insight for travel expenses if any are required.

Charges will be calculated based on the following rates:

Resource Type	Estimated Hours	Hourly Rate	Estimated Price
[Resource]	[#]	$ [$#.##]	$ 0.00
[Resource]	[#]	$ [$#.##]	$ 0.00
[Resource]	[#]	$ [$#.##]	$ 0.00
Total Estimated Amounts	**0**		**$ 0.00**

Note: With the exception of the hourly rate the table above provides budgetary estimates only.

4.3.1. Invoicing

Insight will invoice on a monthly basis for the minimum hours worked or actual hours worked, whichever is greater, plus any taxes incurred (if applicable).

4.4. Pricing Notes

1. Pricing offer is valid for 30 days from the date a copy of this SOW is first presented to Client. This SOW must be executed and returned to Insight by Client within such 30-day period or pricing will expire.
2. Travel expenses, if applicable, are not reimbursable.
3. Pricing and estimated time to complete this engagement are based upon Client providing necessary access to internal experts, location(s), all critical systems, applications, and hardware required to complete the project. Any additional requirements, including without limitation, additional screening, background check, vaccination or covid-related requests and other out-of-scope or previously undisclosed resource-related requests may result in Service commencement or completion delays and additional fees.
4. Client acknowledges that cancellation of this engagement may cause Insight to incur non-refundable pre-approved travel expenses and other costs. Accordingly, if Client cancels this engagement, Client shall pay Insight the fees set forth below. Such cancellation shall be in writing and shall be effective when received by Insight.

Cancellation Period	Cancellation Fee
Less than 3 business days prior to start of engagement	100% of total cost of engagement OR $12,500.00, whichever is less
Between 3 and 10 business days prior to start of engagement	10% of total cost of engagement OR $2,500.00, whichever is less
More than 10 business days prior to start of engagement	None

5. If an Insight resource arrives on site per an agreed-upon schedule and is unable to start or complete the project due to any Client, site, and/or equipment issues, any applicable travel expenses will be incurred.
6. Insight is not responsible for delays or repeated tasks caused by factors outside of Insight's control. These factors include, but are not limited to, availability of Client personnel, equipment, and facilities.
7. Client will compensate Insight for any out-of-scope work requested by Client on an hourly basis at Insight's standard hourly rates (unless otherwise agreed to in writing by the parties).

4.5. Client Work Product

All results of the Services described in and delivered pursuant to this SOW, including Deliverables and Client's proprietary information contained therein, authored or created by Insight specifically for Client as a Work Made for Hire, excluding any Insight IP incorporated therein ("Work Product"), will be and remain the property of Client. Insight retains all right, title, and interest in, without limitation, any intellectual property rights in works of authorship, know-how, or any invention, device, process, method, development, design, specifications, technique, apparatus, reports, schematic, or technical information (whether patentable or not), documentation, software or enhancements, improvements, alterations, interfaces, workflows, and best practices developed, invented, created, or reduced to practice by Insight and used for the Services, including any derivatives or modifications ("Insight IP"). To the extent Work Product includes any works of authorship that are Insight IP, Insight grants Client a nonexclusive and non-transferable license to use each such portion of the Work Product for its internal business purposes, provided that no Insight IP may be unbundled or separated from the Work Product or used on a stand-alone basis.

5. Exhibit – Project Management

Insight will provide the following project management and technical direction:

Project Coordinator

- Serve as the primary point of contact on all project issues, needs, and concerns
- Facilitate introduction kickoff call to review scope and project expectations
- Schedule and coordinate the necessary resources to support the project
- Complete Change Request (CR) documentation as required; and obtain signed CRs for mutually agreed upon changes
- Facilitate closeout meeting, as needed

Project Manager

- Serve as the primary point of contact on all project issues, needs, and concerns
- Provide team leadership and guidance
- Facilitate kickoff meeting to review scope and project expectations, discuss IT infrastructure design, assess Client readiness (hardware, software, infrastructure pre-requisites, etc.), discover any possible problems/risks, formulate an appropriate work breakdown structure for primary project tasks, and create project timeline/schedule (including potential downtimes and maintenance windows)
- In conjunction with Client, measure and communicate weekly progress against mutually agreed-upon milestones
- Maintain a project log proactively to identify and communicate key decisions made, action items to be completed, risks/issues that may impact scope, schedule, and lessons learned; and mitigate and/or escalate any critical risks or issues under Insight's control, as needed
- Manage Client expectations and satisfaction throughout the life of the project
- Schedule and coordinate the necessary resources to support the project
- Schedule and conduct project team update/status meetings
- Prepare written status reports for Client at mutually agreed-upon intervals
- Monitor, manage, and communicate changes to the project's scope, budget, schedule, and resources; complete Change Request (CR) documentation as required; and obtain signed CRs for mutually agreed upon changes
- Facilitate closeout meeting, as needed
- If applicable, perform the following activities related to organizational change management ("OCM") outlined in Insight's Best Practices Guide for OCM for the Services in this SOW:
    - Identify Client contacts for activities related to stakeholder engagement, communications, training, online resources/intranet, support
    - Track the following decisions and deliverables as part of the project plan:
        - Plans for stakeholder engagement, communications, content planning, training, and adoption
        - T-minus schedules for stakeholder engagement, communications, and training
        - Technical dependencies related to OCM activities
    - Where applicable, engage Insight OCM SMEs for advisory purposes, not to exceed 5 hours

Program Manager

- Provide oversite and act as the primary escalation point for the program
- Maintain contact and communication with all Insight project team members and project stakeholders to ensure conformance with requirements of project delivery and Client expectations

- Develop a program-level governance model and work with Client to obtain endorsement for successful implementation
- Oversee program to ensure consistency of project practices (Change Requests, issue management, risk management, decision tracking, etc.); follow and contribute to standard Client implementation methodologies and best practices
- Work with Client to identify the program success criteria and document dependencies, risks, and issues associated with the successful completion of the program
- Develop program communications plan and associated documents, drive cross-project delivery consistency, and coordinate cross-project communications
- Maintain frequent program-level written and verbal communications with all program stakeholders and participants ensuring communications are understood by recipients
- Identify and manage program-level dependencies and critical paths
- Identify, escalate, and document program issues as necessary
- Provide team leadership and guidance throughout the program
- Work closely with the Insight Project Managers and key Client team members and stakeholders to ensure that the program is effectively executed
- Provide a Program Schedule highlighting Deliverables, corresponding milestones, planned project events, and timelines
- Deliver program-level summaries at agreed-upon intervals

5.1. *Project Contacts*

Contact Name	Contact Email
Client Sponsor - [update]	[update]
Client Technical Lead – [update]	[update]
Client Executive - [update]	[update]
Solutions Executive – [update]	[update]@insight.com
Additional Insight Contact – [update]	[update]@insight.com
Services Manager – [update]	[update]@insight.com
Project Manager – [update]	[update]@insight.com

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6. Exhibit – Service Offering Information

6.1. Service Description

The following is a high-level description of the Services Insight will provide:

- [Bullet 1]
  - [Bullet 2]
    - [Bullet 3]
      - [Bullet 4]

6.2. Scope and Approach

Insight will perform the following Services:

[Phase]

- [Bullet 1]
  - [Bullet 2]

[Sub-Phase]

- [Bullet 1]
  - [Bullet 2]

[Sub-Phase]

- [Bullet 1]

6.2.1. Out of Scope

1. The following are considered out-of-scope and are not part of the Services:
   a. Electrical or cabling services
   b. Formal user training
2. Services and Deliverable items not expressly described in the Scope and Approach section is considered to be out of scope. Any out-of-scope items must be pre-authorized and verified by Insight in writing through the Change Request process.

6.3. Deliverables

Overall Project

- [Bullet 1]

Project Management

Project Coordinator

- Communications/escalation contact list

Project Manager

- Communications/escalation contact list
- Weekly status reports on the progress of the project

Program Manager

- Weekly status reports on the process of the program

Deliverables, if any, will be agreed upon by both parties in writing.

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6.4. *Offering-Specific Client Responsibilities*

1. [Enter offering-specific responsibilities here]

6.5. *Offering-Specific Assumptions*

1. [Enter offering-specific assumptions here]

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Amazon Web Services Order Form Agreement

Client Name:		Client Acct. #	
Address		Client Contact Name:	
City, State, Zip		Account Executive:	
State/Fed Contract:		Request Date	Click or tap to enter a date.

This Amazon Web Services ("AWS") Order Form Agreement, together with any attachments or schedules (collectively referred to herein as the "Agreement") contains the terms and conditions that govern access to and use of the AWS Cloud Services provided by Amazon Web Services, Inc. (also referred to as the "Vendor" or "Amazon" or "Service Provider") and purchased through and accepted by Insight Public Sector, Inc., (also referred to as "Solution Provider" or "Insight") on behalf of itself and its affiliates and successors, and is an agreement between Insight and the entity specified in the "Customer Name" field above, on behalf of itself and its affiliates, successors, customers and end-users (hereinafter, "Customer", or "you"). The Effective Date of this Agreement will be the earlier of when this Agreement is manually or electronically signed below and accepted by Insight, the date an order is placed in the AWS customer portal (the "AWS Client Portal"), or the date Cloud Services are enabled or provisioned for use by you. You represent to Insight that the individual signing or accepting this Agreement or placing an order for Cloud Services pursuant to this Agreement, has the legal authority to bind you. FOR AWS GOV-CLOUD, PLEASE REACH OUT TO YOUR INSIGHT REP FOR MORE INFORMATION.

Scope of this Agreement: Scope of this Agreement: Scope of this Agreement: The Cloud Services included within the scope of this Agreement are consumption-based AWS Cloud Services which are ordered directly through Insight. **AWS Marketplace transactions are not covered under this Agreement; therefore, these transactions will not be subject to the terms set forth herein, nor will such transactions be priced in accordance with the underlying Terms of Sale.**

1. Definitions

1.1. **"Acceptable Use Policy"** means the policy currently available at: http://aws.amazon.com/aup as may updated from time to time.

1.2. **"Content"** means any content you upload to the Services under your account or otherwise transfer, process, use or store in connection with your account.

1.3. **"Policies"** means the AWS Acceptable Use Policy, the Site Terms, the Service Terms and all other restrictions described on the AWS site at http://aws.amazon.com.

1.4. **"Services"** means each of the AWS web services made available by AWS.

1.5. **"Service Offerings"** means the Services provided by AWS under this Agreement.

1.6. **"Service Terms"** means the rights and restrictions for particular Services located at http://aws.amazon.com/serviceterms as may be updated from time to time.

1.7. **"Third Party Content"** means content made available to you by any third party on the AWS site or Marketplace in conjunction with the Services.

2. Use of the Service Offerings

2.1. **Generally**. You may access and use the Service Offerings in accordance with this Agreement. You will adhere to all laws, rules, and regulations applicable to your use of the Service

Offerings, including Service Terms, the Acceptable Use Policy and other Policies as defined in Section 1.

2.2. **Your Account**. Once an account has been set up for you, Service Offerings may be enabled and provisioned by you via the AWS Client Portal. Use, reporting, and invoicing of the Service Offerings are based on a consumption or actual use model, as further described below. You will be invoiced for the Service Offerings you consume in accordance with usage reports provided by AWS.

2.3. **Third Party Content**. Third Party Content, such as software applications provided by third parties, may be made available directly to you by other companies or individuals under separate terms and conditions, including separate fees and charges. Because we may not have tested or screened the Third Party Content, your use of any Third Party Content is at your sole risk.

3. **Security and Data Privacy**

3.1. **Your Content**. You are solely responsible for the development, content, operation, maintenance, and use of your Content such as, but not limited to: (a) compliance of your Content with the Acceptable Use Policy, the other Policies and the law; (b) any claims relating to your Content; and (c) properly handling and processing notices sent to you (or any of your affiliates) by any person claiming that your Content violates such person's rights, including notices pursuant to the Digital Millennium Copyright Act.

3.2. **Other Security and Backup**. You are responsible for properly configuring and using the Service Offerings and taking your own steps to maintain appropriate security, protection and backup of your Content, which may include the use of encryption technology to protect your Content from unauthorized access and routine archiving your Content.

4. Fees and Invoicing

4.1. **Fees**: The unit or per seat Fees for Service Offerings payable by you will be the current AWS list price at the time such Service Offerings are consumed by you[, less a [X] percent ([X] %) discount from Insight at invoice. You will receive a discount off of the following AWS Services as set forth at: AWS AUTHORIZED SERVICES LIST, in addition to the Business and Enterprise Support Plans]. The total Fees payable by you[, with Insight's discount (if any),] will be set forth in Insight's invoice in the manner described below. Insight reserves the right to modify the Fees payable as a result of changes implemented by AWS to its partner/distributor program.

4.2. **Invoicing/Payment**: Service Offerings used or enabled by you, including without limitation, any additions, reductions, increases or decreases in the per unit quantity of the Service Offerings used, will be invoiced on an actual use or consumption basis as measured and reported to Insight by AWS. AWS's records and usage reports are taken to be correct unless proven by you to be in error. Insight will invoice you monthly in arrears for the Service Offerings consumed in each preceding monthly billing period on an actual use or consumption basis as reported by AWS. Unless otherwise agreed to in writing between the parties, you must pay all undisputed invoices in full within thirty (30) days of the invoice date.

4.3. **Cloud Service Credits/SLAs**: The Parties agree that AWS's Service Level Agreements, to the extent applicable, will apply to this purchase as set forth at https://aws.amazon.com/legal/service-level-agreements/. To the extent that a Cloud Service credit is due to Client in accordance with the AWS Service Level Agreement(s), the Parties agree that any credit due will be credited by Insight to Client's account within a reasonable time after Insight's notice from Client of the claim and following AWS's verification of Client's claim. Client expressly acknowledges and agrees that Insight is not obligated to provide any Cloud Service credit if AWS is unable to verify Client's claim. ANY CREDITS OR TERMINATION RIGHTS DESCRIBED UNDER THE SLA SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF CLIENT IN CONNECTION WITH ANY UNAVAILABILITY OF THE SERVICE OFFERINGS OR BREACH OF THE SLA.

5. Term / Termination

5.1. **Term**. The term of this Agreement will commence on the Effective Date and will remain in effect until terminated by you or Insight in accordance with Section 5.2.

5.2. **Termination**. (a) Termination for Convenience. You may terminate this Agreement for any reason by: (i) providing Insight notice and (ii) closing your account for all Services for which Insight provides an account closing mechanism. Insight may terminate this Agreement for any reason by providing you 30 days advance notice. (b) Termination for Cause. (i) By Either Party. Either party may terminate this Agreement for cause upon 30 days advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30 day notice period. (ii) By Insight. Insight may also terminate this Agreement immediately upon notice to you (A) for cause, if any act or omission by you results in a suspension of your account by AWS, or (B) if AWS terminates or no longer provides the Service Offerings under this Agreement for any reason.

5.3. **Effect of Termination**. (a) Generally. Upon any termination of this Agreement: (i) all your rights under this Agreement immediately terminate; (ii) you remain responsible for all fees and charges you have incurred through the date of termination, including fees and charges for in-process tasks completed after the date of termination; and (iii) you will immediately return or, if instructed by Insight, destroy all AWS Content in your possession. (b) Post-Termination Assistance. Unless Insight terminates your use of the Service Offerings pursuant to Section 5.2(b), during the 30 days following termination: (i) AWS will not erase any of Your Content as a result of the termination; (ii) you may retrieve Your Content from the Service Offerings only if you have paid any charges for any post-termination use of the Service Offerings and all other amounts due; and (iii) AWS will provide you with the same post- termination data retrieval assistance that is generally made available to all customers.

6. Indemnification

You will defend, indemnify, and hold harmless Insight, its affiliates, licensors, and each of its respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) your use of the Service Offerings; (b) your breach of this Agreement or violation of applicable law; or (c) your Content or the combination of your Content with other applications, Content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by your Content or by the use, development, design, production, advertising or marketing of your Content.

7. Limitation of Liability

INSIGHT WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, GOODWILL, USE OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WILL INSIGHT BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICE OFFERINGS, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; (II) DISCONTINUATION OF THE SERVICE OFFERINGS; OR (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SLAS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICE OFFERINGS FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE OFFERING THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

NOTHING IN THIS SECTION 6 WILL LIMIT YOUR OBLIGATION TO PAY US PURSUANT TO SECTION 4 (FEES AND INVOICING).

8. Insight's Terms of Sale

The purchase of AWS Cloud Services are subject to Insight's Terms of Sale for Cloud Services as set forth at https://www.Insight.com/en_US/help/terms-of-sale-cloud-ips.html ("Insight Terms of Sale"). To the extent the terms of this Agreement conflict with the Insight Terms of Sale for Cloud Services, these Agreement terms shall take precedence with respect to the purchase of Service Offerings. For the avoidance of doubt, notwithstanding the presence or acceptance of your order by Insight or Vendor, any applicable service setup information will be for administrative purposes only and subject to this Agreement. This Agreement is a Special Terms addendum to the Insight Terms of Sale, and is hereby incorporated by reference. Capitalized terms used but not defined herein will have the meaning provided in Insight's Terms of Sale.

9. Vendor's Terms of Use – AWS Agreements

By entering into this Agreement, you acknowledge that the use of the AWS Cloud Services provided through Insight is subject to the applicable AWS Public Sector Access Policy, a current version of which is located at: AWS Public Sector Access Policy.

You will be solely responsible for providing each of your affiliates, subsidiaries, customers and end-users with the aforementioned AWS Agreements governing use of the AWS Cloud Services and gain their acceptance prior to any purchase, provisioning and use of such AWS Cloud Services.

BY ENTERING YOUR MANUAL OR ELECTRONIC SIGNATURE BELOW, YOU HEREBY CERTIFY AND AGREE THAT: (1) YOU ARE DULY AUTHORIZED ON BEHALF OF CLIENT TO ACCEPT THIS AGREEMENT AND TO PROCURE, PROVISION AND USE, NOW AND IN THE FUTURE, ALL AWS CLOUD SERVICES ORDERED HEREUNDER; AND (2) YOU ARE PLACING THE ORDER DESCRIBED HEREIN AND ACCEPT THIS AGREEMENT AND ALL APPLICABLE TERMS AND CONDITIONS APPLICABLE TO SUCH ORDER ON BEHALF OF THE CLIENT.

Insight		Client	
By:	_____ *Authorized Representative*	By:	_____ *Authorized Representative*
Print Name:		Print Name:	
Title:		Title:	
Date:		Date:	

1. EXHIBIT A - SUPPLEMENTAL TERMS AND CONDITIONS FOR AWS GOVCLOUD

[Delete this exhibit if it should not be included in the contract]

These Supplemental Terms and Conditions for AWS GovCloud ("AWS GovCloud Supplemental Terms") form an addendum to the Insight AWS Agreement, and set forth the terms and conditions that are specific to the AWS GovCloud Services being purchased by Client from Insight. To the extent these terms conflict with the Insight AWS Agreement, these AWS GovCloud Supplemental Terms will govern with respect your purchase of the AWS GovCloud Services. Terms used but not defined herein will have the meaning given in the AWS Agreement.

1) Use of the AWS GovCloud (U.S.) Region Service Offerings.

You may access the AWS GovCloud (U.S.) Region if you have root level access to the relevant program account.

2) AWS GovCloud (U.S.) Region Representations & Warranties.

Should you gain access to an AWS GovCloud (U.S.) Region account, the AWS Services may not be used to process or store classified data. You are responsible for verifying that all end users accessing Your Content in the AWS GovCloud (U.S.) Region are eligible to gain access to Your Content. You represent and warrant that You: (i) are a U.S. Person, as defined by 22 CFR part 120.15 ("U.S. Person"); (ii) will only assign a U.S. Person as your account owner for the AWS GovCloud (U.S.) Region; (iii) if required by the International Traffic In Arms Regulations ("ITAR"), have and will maintain a valid Directorate of Defense Trade Controls registration; (iv) are not subject to export restrictions under U.S. export control laws and regulations (e.g., you are not a denied or debarred party or otherwise subject to sanctions); and (v) maintain an effective compliance program to ensure compliance with applicable U.S. export control laws and regulations, including the ITAR. If requested, You agree to provide additional documentation and cooperation to verify the accuracy of the foregoing representations and warranties.

3) Your Use of GovCloud Credentials.

a) **GovCloud Region**. AWS will implement reasonable and appropriate measures for the AWS Network in the GovCloud Region designed to: (i) help You secure Your Content against accidental or unlawful loss, access or disclosure; (ii) implement the in-scope Federal Risk and Authorization Management Program ("FedRAMP") controls for the Services identified as FedRAMP compliant; and (iii) maintain physical and logical access controls to limit access to the AWS Network by AWS personnel, including employees and contractors, to U.S. citizens, as defined by 8 USC §1401, et seq. ("U.S. Citizens") ((i), (ii) and (iii) collectively the "Security Objectives"). The GovCloud Region is the only AWS Region that has physical and logical access controls that limit access to the AWS Network by AWS Personnel to U.S. Citizens. (The 'AWS Network' means AWS's data center facilities, servers, networking equipment, and host software systems (e.g., virtual firewalls) that are within AWS's control and are used to provide the Services.)

b) **GovCloud Region Security Standards**.

i) **Information Security Program**. AWS will maintain an information security program (including the adoption and enforcement of internal policies and procedures) designed to: (a) satisfy the Security Objectives; (b) identify reasonably foreseeable and internal risks to security and unauthorized access to the AWS Network; and (c) minimize security risks, including through risk assessment and regular testing. AWS will designate one or more

employees to coordinate and be accountable for the information security program. The information security program will include the following measures:

(1) ***Network Security***. The AWS Network will be electronically accessible to employees, contractors and any other person as necessary to provide the Services. AWS will maintain access controls and policies to manage what access is allowed to the AWS Network from each network connection and user, including the use of firewalls or functionally equivalent technology and authentication controls. AWS will maintain corrective action and incident response plans to respond to potential security threats.

(2) ***Physical Security***.

(a) Physical Access Controls. Physical components of the AWS Network are housed in nondescript facilities (the "Facilities"). Physical barrier controls are used to prevent unauthorized entrance to the Facilities both at the perimeter and at building access points. Passage through the physical barriers at the Facilities requires either electronic access control validation (e.g., card access systems, etc.) or validation by human security personnel (e.g., contract or in-house security guard service, receptionist, etc.). Employees and certain contractors are assigned photo-ID badges that must be worn while the employees and contractors are at any of the Facilities. Visitors and any other contractors are required to sign-in with designated personnel, must show appropriate identification, are assigned a visitor ID badge that must be worn while the visitor is at any of the Facilities, and are continually escorted by authorized employees or contractors while visiting the Facilities.

(b) Limited Employee and Contractor Access. AWS provides access to the Facilities to those employees and contractors who have a legitimate business need for such access privileges. When an employee or contractor no longer has a business need for the access privileges assigned to him/her, the access privileges are promptly revoked, even if the employee or contractor continues to be an employee of AWS or its affiliates.

(c) Physical Security Protections. All access points (other than main entry doors) are maintained in a secured (locked) state. Access points to the Facilities are monitored by video surveillance cameras designed to record all individuals accessing the Facilities. AWS also maintains electronic intrusion detection systems designed to detect unauthorized access to the Facilities, including monitoring points of vulnerability (e.g., primary entry doors, emergency egress doors, roof hatches, dock bay doors, etc.) with door contacts, glass breakage devices, interior motion-detection, or other devices designed to detect individuals attempting to gain access to the Facilities. All physical access to the Facilities by employees and contractors is logged and routinely audited.

ii) **Continued Evaluation**. AWS will conduct periodic reviews of the security of its AWS Network and adequacy of its information security program as measured against industry security standards and its policies and procedures. AWS will continually evaluate the security of its AWS Network and associated Services to determine whether additional or different security measures are required to respond to new security risks or findings generated by the periodic reviews.

(1) **Your Responsibilities**. You are responsible for all physical and logical access controls beyond the AWS Network including, but not limited to, Your account access, data

transmission, encryption, and appropriate storage and processing of data within the GovCloud Region. You are responsible for verifying that all End Users accessing Your Content in the GovCloud Region are eligible to gain access to Your Content. The Services may not be used to process or store classified data. If you introduce classified data into the AWS Network, You will be responsible for all sanitization costs incurred by Insight and AWS. Your liability under this provision is exempt from any limitations of liability.

BY ENTERING YOUR MANUAL OR ELECTRONIC SIGNATURE BELOW, YOU HEREBY CERTIFY AND AGREE THAT: (1) YOU ARE DULY AUTHORIZED ON BEHALF OF CLIENT TO ACCEPT THESE AWS GOVCLOUD SUPPLEMENTAL TERMS AND TO PROCURE, PROVISION AND USE, NOW AND IN THE FUTURE, ALL AWS GOVCLOUD SERVICES ORDERED HEREUNDER; AND (2) YOU ARE PLACING THE ORDER ASSOCIATED HEREWITH AND ACCEPT THESE AWS GOVCLOUD SUPPLEMENTAL TERMS ON BEHALF OF CLIENT.

Client	
By:	_____ *Authorized Representative*
Print Name:	
Title:	
Date:	

Google Cloud Platform Order Form Agreement

Customer Name:		Customer Acct. #	
Address:		Customer Contact:	
State/Fed Contract:		Domain:	

This Order Form ("Agreement") governs access to and use by the customer named above, on behalf of itself and its affiliates, successors, customers, and end users (collectively, the "Customer", "You" or "Your") of the Google Cloud Platform Services supplied by Google, LLC (the "Supplier" or "Google") and provisioned through Insight Public Sector, Inc. ("Insight"). The individual accepting this Agreement on behalf of Customer represents and warrants that he or she: (i) has full legal authority to bind Customer to this Agreement; (ii) has read and understands this Agreement; and (iii) agrees to the Agreement on behalf of Customer. If you do not have the legal authority to bind Customer, please do not accept this Agreement, or provision or use any Services.

1. Definitions.

1.1. "Acceptable Use Policy" or "AUP" means Supplier's acceptable use policy set forth for the Services, found at https://cloud.google.com/terms/aup as modified from time to time.

1.2. "Anthos Products" means the subset of Google Cloud Platform Services described in the Google Cloud Platform suite of services listed here: https://cloud.google.com/terms/services as modified from time to time, and made available to End User through Insight as a reseller.

1.3. "Application(s)" means any web or other application Customer creates using the Google Cloud Platform Services, including any source code written by Customer to be used with the Services or hosted in an Instance.

1.4. "Committed Purchase(s)" have the meaning set forth in the Service Specific Terms.

1.5. "Content" means any content you upload to the Services under your account or otherwise transfer, process, use, or store in connection with your account.

1.6. "Customer Data" means content provided, transmitted, or displayed via the Google Cloud Platform Services by Customer, but excluding any data provided as part of the Customer's Google account (either gmail.com address or an email address provided under the "Google Apps" product line).

1.7. "Google Cloud Platform Services" means Google's Cloud Platform suite of services listed here: https://cloud.google.com/terms/services as modified from time to time, and made available to End User through Insight as a reseller.

1.8. "Google TOS" means the Google Cloud Platform Terms of Service at https://cloud.google.com/terms/.

1.9. "High Risk Activities" means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

1.10. "Instance" means a virtual machine instance, configured and managed by Customer, which runs on the Google Cloud Platform Services.

1.11. "Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

1.12. "Premium Software" means Software which Google has described as "Premium Software" within the Google Cloud Platform Services and is subject to the Service Specific Terms, including, but not limited to: Anthos Products.

1.13. "Project" means a grouping of computing, storage, and API resources for Customer, and via which Customer may use the Google Cloud Platform Services.

1.14. "Services" means the Google Cloud Platform Services.

1.15. "Service Specific Terms" means the terms which are specific to each Google Cloud Platform Service and set forth at https://cloud.google.com/terms/service-terms as modified from time to time.

1.16. "SLAs" means the service level agreements applicable to the Google Cloud Platform solutions found at https://cloud.google.com/terms/sla/.

1.17. "Software" means any downloadable tools, software development kits, or other such proprietary computer software provided by Google in connection with the Google Cloud Platform Services, including Premium Software, which may be downloaded by Customer, and any updates Google may make to such Software from time to time.

1.18. "Third Party Content" means content made available to you by any third party via Insight or the Console in conjunction with the Services.

2. Terms of Sale and Terms of Use for Cloud Services

2.1. **Terms of Sale**. The purchase of the Services will be subject to Insight's Terms of Sale for Cloud Services as set forth at https://www.Insight.com/en_US/help/terms-of-sale-cloud-ips.html ("Insight Terms of Sale"), including, but not limited to, pricing (where applicable) will be set forth in the Google Cloud Platform console, tools or platform used by You to procure Services (the "Console"). For the avoidance of doubt, notwithstanding the presence or acceptance by Insight of any separate purchase order You may provide, to the extent such purchase order contains other terms, it will be for administrative purposes only and the parties agree that the governing terms and conditions shall be those set forth in this Agreement, unless otherwise agreed to in writing by Insight and You. If there is a conflict between the Insight Terms of Sale and any of the other documents that comprise the Agreement ("Conflicting Terms"), the terms of the Agreement ("Prevailing Terms") will take precedence over the Conflicting Terms solely with respect to Your use of the Google Cloud Platform Services. Moreover, the Prevailing Terms shall be construed as narrowly as possible to resolve the conflict while preserving as much of the Agreement as possible, including, but not limited to, preserving non-conflicting provisions contained within the same paragraph, section, or sub-section as the Conflicting Terms. Capitalized terms which are not defined in this Agreement shall have the meaning ascribed to them in the Insight Terms of Sale.

2.2. **Terms of Service**. The Services are provided by the Supplier and are subject to the Google TOS. Such terms, including any additional Supplier terms provided in this Agreement, will apply to Your access to and use of the Services. By provisioning Services through the Console, you represent, warrant and covenant that you will not use the Services unless You have agreed to the Google TOS.

2.3. **Your Account**. Once an account has been set up for you, Services may be enabled and provisioned by you via the Console. Use, reporting and invoicing of the Services are based on a consumption or actual use basis, as further described below. You will be invoiced for the Services you consume in accordance with usage reports provided by the Supplier.

2.4. **Third Party Content**. Third Party Content, such as software applications provided by third parties, may be made available directly to you by other companies or individuals under separate terms and conditions, including separate fees and charges. Because we may not have tested or screened the Third-Party Content, your use of any Third-Party Content is at your sole risk.

3. Security and Data Privacy

3.1. **Your Content**. You are solely responsible for the development, content, operation, maintenance, and use of your Content such as, but not limited to: (a) compliance of your Content with the Acceptable Use Policy, the other Policies, and the law; (b) any claims relating to your Content; and (c) properly handling and processing notices sent to you (or any of your affiliates) by any person claiming that your Content violates such person's rights, including without limitation, notices pursuant to the Digital Millennium Copyright Act.

3.2. **Other Security and Backup**. You are responsible for properly configuring and using the Services and taking your own steps to maintain appropriate security, protection, and backup of your Content, which may include the use of encryption technology to protect your Content from unauthorized access and routine archiving your Content.

3.3. **Privacy Policy**. Google Cloud Platform Services are subject to Google's privacy policy located http://www.google.com/policies/privacy/ as modified from time to time.

4. Fees and Invoicing

4.1. **Fees**. If You exceed the usage limits, fee thresholds, Committed Units or any prepaid credits applicable to the Service, You agree to pay for the fees and charges for such over usage. For any extension of a Services subscription term or the provisioning of a Service upgrade, the then-current price will apply, unless otherwise mutually agreed in writing by You and Insight. Insight, may, from time to time in its sole discretion, change the fees it charges for the Service. Any increase in the fees will take effect at the beginning of the new subscription term. Insight will notify You of any such changes by updating the Console or sending notice by e-mail or regular mail.

4.2. **Invoicing/Payment**. Services used or enabled by you, including without limitation, any additions, reductions, increases or decreases in the per unit quantity of the Services used, will be invoiced on an actual use or consumption basis as measured and reported to Insight by Google. Google's records and usage reports are taken to be correct unless proven by you to be in error. Insight will invoice you monthly in arrears for the Services consumed in each preceding monthly billing period on an actual use or consumption basis as reported by Google. Unless otherwise agreed to in writing between the parties, you must pay all undisputed invoices in full within thirty (30) days of the invoice date. If You have purchased prepaid credits, You will be invoiced monthly against Your prepaid amount. You will have the option to either purchase additional increments of prepaid credits or default to consumption-based billing. Should You fail to purchase additional prepaid credits and Your usage exceeds Your prepaid credit amount, You agree to pay Insight for any and all amounts owed to Google for such over usage and You will continue to be invoiced on an actual use basis as reported to Insight by Google.

4.3. **Google Cloud Platform Service SLAs**. The Google Cloud Platform Services are more fully described at https://developers.google.com/cloud/services and are subject to the service level agreements found at https://cloud.google.com/terms/sla/. ANY CREDITS OR TERMINATION RIGHTS DESCRIBED UNDER THE SLA SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER IN CONNECTION WITH ANY UNAVAILABILITY OF THE SERVICES OR BREACH OF THE SLA.

5. Term/Termination

5.1. **Agreement Term**. The "Term" of this Agreement will begin on the Effective Date and continue until the Agreement is terminated as set forth in this Section 5 of the Agreement.

5.2. **Termination for Breach**. Either party may terminate this Agreement for breach if: (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) the other party is in material breach of this

Agreement more than two times notwithstanding any cure of such breaches. In addition, Insight may terminate any, all, or any portion of the Services or Projects, if Customer meets any of the conditions in Section 9.2(i), (ii), and/or (iii).

5.3. **Termination for Inactivity**. Insight or Google reserves the right to terminate the provision of the Service(s) to a Project upon 30 days advance notice if, for a period of 60 days (i) Customer has not accessed the Admin Console or the Project has had no network activity; and (ii) such Project has not incurred any Fees for such Service(s).

5.4. **Termination for Convenience**. Customer may stop using the Services at any time. Customer may terminate this Agreement for its convenience at any time on prior written notice and upon termination, must cease use of the applicable Services. Insight may terminate this Agreement for its convenience at any time without liability to Customer.

5.5. **Effect of Termination**. If the Agreement is terminated, then: (i) the rights granted by one party to the other will immediately cease; (ii) all Fees owed by Customer to Insight are immediately due upon receipt of the final electronic bill; (iii) Customer will delete the Software, any Application, Instance, Project, and any Customer Data or Customer will transfer billing account direct to Google or a new service provider; and (iv) upon request, each party will use commercially reasonable efforts to return or destroy all Confidential Information of the other party.

6. Additional Required Terms

6.1. **Liability for Breach/Indemnity**. In addition to any liability Customer may have to Insight, Customer agrees that Customer will also be legally responsible directly to Google for any breach of these terms and conditions. Unless prohibited by applicable law, Customer will indemnify, defend, and hold harmless Google from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (a) regarding any Application, Project, Instance, Customer Data, or Customer trademark; or (b) regarding Customer's, or its end users', use of the Google Cloud Platform Services in violation of the Acceptable Use Policy. Google is a third party beneficiary to this Agreement with respect to the terms and conditions set forth herein.

6.2. **No Warranties**. EXCEPT AS EXPRESSLY SET FORTH IN THE SERVICE SPECIFIC TERMS FOR PREMIUM SOFTWARE, GOOGLE AND ITS SUPPLIERS DO NOT MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT.

6.3. **Intellectual Property Rights**. As between the parties, Customer owns all Intellectual Property Rights in Customer Data and the Application or Project (if applicable), and Google owns all Intellectual Property Rights in the Google Cloud Platform Services and Software.

6.4. **Other Restrictions**. Customer will not, and will not allow third parties under its control to: (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract the source code of the Google Cloud Platform Services or any component thereof (except to the extent such restriction is expressly prohibited by applicable law); (b) use the Google Cloud Platform Services for High Risk Activities; (c) sublicense, resell, or distribute the Google Cloud Platform Services or any component thereof separate from any integrated Application; (d) use the Google Cloud Platform Services to create, train, or improve (directly or indirectly) a substantially similar product or service, including any other machine translation engine; (e) unless otherwise set forth in the Service Specific Terms, use the Services to operate or enable any telecommunications service or in connection with any Application that allows its end users to place calls or to receive calls from any public switched telephone network; (f) process or store any Customer Data that is subject to the International Traffic in Arms Regulations maintained by the Department of State; or (g) unless expressly permitted to, use the Services for any purpose or in any manner involving Protected Health Information (as defined in HIPAA).

6.5. **Google Cloud Platform Terms of Use for Public Sector**. Customer acknowledges that use of the Google Cloud Platform Services provided through Insight is subject to the applicable Google Cloud Computing End User License Agreement for Public Sector, a current version of which is located at: https://www.carahsoft.com/application/files/3415/7685/7848/Google_Cloud_Master_General_Terms_US_Gov_GCP_12-20-2019.pdf.

6.6. **Acceptable Use Policy**. Customer will comply with the Acceptable Use Policy and ensure that its Applications, Projects, and Customer Data, and use thereof by its end users comply with the Acceptable Use Policy. Google reserves the right to review the Application, Project, and Customer Data to ensure Customer's compliance with the Acceptable Use Policy.

6.7. **Service Specific Terms**. Customer will comply with the Service Specific Terms.

6.8. **Terms Related to Anthos Products**. If Customer is purchasing Anthos Products, the following terms shall apply:

6.8.1. During the Term, or so long as Customer is purchasing Anthos Products under the pay-as-you-go model, Customer must purchase and maintain Google technical support in order to receive technical support for the Anthos Product directly from Google;

6.8.2. Customer may not, on behalf of a hyperscale public cloud provider, without Google's prior written consent, (a) conduct (directly or through a third party) any comparative or compatibility testing, benchmarking, or evaluation (each, a "Test") of the Anthos Products, or (b) disclose the results of any such Test.

BY SIGNING THIS AGREEMENT (OR ISSUING A PO IN LIEU OF SIGNATURE), YOU HEREBY CERTIFY THE FOLLOWING:

THAT (1) YOU ARE DULY AUTHORIZED ON BEHALF OF CLIENT TO ACCEPT THIS ORDER, (2) THAT YOU ACCEPT THIS ORDER AND ALL APPLICABLE TERMS AND CONDITIONS ON BEHALF OF CLIENT, AND (3) THAT YOU AGREE TO PAY FOR ALL ORDERS, CHANGES, AND/OR INCREASES IN USAGE SUBSEQUENTLY PROVISIONED BY YOU UNDER YOUR ACCOUNT.

Client	
By:	*Authorized Representative*
Print Name:	
Title:	
Date:	

1. SCHEDULE A - FEES AND ADDITIONAL ORDER DETAILS

Fees:

All prices set forth in this Schedule A are estimates of monthly Services usage only. Customer is responsible for all actual Services charges accrued in accordance with Sections 4.1 and 4.2 of this Agreement.

Services Order Details:

Type or Description of Services	Price (based on estimated usage)	Notes

MICROSOFT AZURE ORDER FORM

Client Name: Client Account No:

Address:

Address:

Client Contact: Insight Contact:

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS ORDER FORM

- **PROVISIONING AND USE OF CLOUD SERVICES.** Insight performs the initial tenant set-up for Client, including adding Client's subscription and configuring Client's owner rights. Once a subscription has been created for Client, Cloud Services may be enabled and consumed by Client via the Microsoft Azure Services Portal. Use, reporting and invoicing of Cloud Services are based on a consumption or actual use model, as further described below. Client will be invoiced for Cloud Services consumed in accordance with usage reports provided by Microsoft.

- **TERM/TERMINATION.** Cloud Services start once provisioned by Insight on Client's behalf. Cloud Services are available on a month-to-month basis. Client can cancel the Cloud Services at any time by providing written notice. If Client terminates its use of Cloud Services, Client will remain responsible to Insight for the prior month's consumption and all accrued charges for such Cloud Services which will be billed in the next scheduled invoice.

- **FEES AND INVOICING.** Client agrees to pay the fees and charges for the Cloud Services as set forth in the provided price list at purchase, as may be amended from time to time. All future quantities used, enabled or consumed for purchased Cloud Services will be invoiced monthly in arrears on an actual use basis (i.e. "pay-as-you-go") as measured and reported to Insight by Microsoft. The unit purchase price (consumption rate) for each of the Cloud Services available to the Client will be made available for Client's review on a monthly basis. For any extension of a subscription term or the provisioning of a Cloud Service upgrade, the then-current price will apply, unless otherwise mutually agreed in writing by Insight and Client. Notwithstanding the foregoing, Insight may, from time to time and in its sole discretion, change the fees it charges all clients for the Cloud Service for reasons including, but not limited to, changes in Microsoft's pricing and changes to its channel partner programs.

- **AZURE RESERVATIONS (Azure Reserved VM Instances)(*Optional).** Client agrees that Azure Reservations purchases will be invoiced up-front, in full, for the entire term. All Azure Reservations have their own unique coverage period (not coterminous to any previous Azure Reservation purchase). No refunds will be granted once the Azure Reservations are provisioned and in use. *By executing this Order Form, Client agrees to pay the Azure Reservations fees listed below up-front on Client's first issued invoice*:

☐ **FORM OF PAYMENT.** Form of payment must be on file before Insight will provision the Cloud Services. All Cloud Services consumed leveraging this Agreement will automatically be billed to the selected form of payment. If a form of payment change is required, please call Insight Credit Card Services Department for assistance.

Net 30 Payment Terms unless You have a separate purchase agreement signed by both your company and Insight, in which case , the net terms of that separate agreement will govern

Credit Card Payment. Please provide last 4 digits of credit card

*Due to security and compliance standards we require clients to call our Credit Card Services Department at 800-INSIGHT and requesting the Credit Card Services department between the hours of 7:00 and 4:00 MST Monday – Friday to provide the full credit card information.

BY CHECKING THIS BOX, YOU CERTIFY THAT YOU HAVE READ AND AGREE TO INSIGHT'S "MICROSOFT CLOUD SOLUTION PROVIDER (CSP) AGREEMENT" WHICH IS INCORPORATED HEREIN BY REFERENCE AND GOVERNS YOUR ORDER FROM INSIGHT, LOCATED AT THE FOLLOWING URL: https://www.insight.com/microsoft-csp-agreement-for-us-gov-community

BY CHECKING THIS BOX, YOU CERTIFY THAT YOU HAVE READ AND AGREE TO MICROSOFT'S TERMS OF USE (COLLECTIVELY, THE "MICROSOFT AGREEMENTS"). YOU SHALL BE SOLELY RESPONSIBLE FOR PERIODICALLY REVIEWING DESIGNATED URLS OR SUCCESSOR URLS OF MICROSOFT TO UNDERSTAND AND PERFORM IN ACCORDANCE WITH SUCH AMENDED OR OTHERWISE UPDATED MICROSOFT TERMS.

1. The Microsoft Online Services Terms can found at: https://www.microsoft.com/en-us/licensing/product-licensing/products.aspx

2. The Microsoft Customer Agreement is available from Client's tenant accessed through the Microsoft Online Services Portal; OR Client accepts the current applicable regional version of the Microsoft Customer Agreement available at: https://www.microsoft.com/licensing/docs/customeragreement

3. The Microsoft Azure Service Level Agreement can be found at: https://azure.microsoft.com/en-us/support/legal/sla

BY CHECKING THE ABOVE-REFERENCED BOXES, YOU UNDERSTAND AND AGREE TO EACH AND ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT THAT ARE LEGALLY BINDING. YOU FURTHER AGREE THAT YOUR SIGNATURE ON THIS DOCUMENT IS AS VALID AS IF YOU SIGNED THE DOCUMENT IN WRITING.

By:	**By:**
Name:	**Name:**
Title:	**Title:**
Date:	**Date:**
Email:	

PO Number (Optional):

Ver. 10/2019

Appendix C - Manufacturers, Publishers and Suppliers

Manufacturers, Publishers and Suppliers

#1 PC DIAGNOSTICS COMPANY
.COM SOLUTIONS
.VANTRONIX
/n software, inc.
@COMM
@XI COMPUTER
02 SOLUTIONS
0XDATA INC
1 BEYOND, INC
1 EDI SOURCE
1 Source Metrology Corp
1 TRIPPLITE
10000ft
101 AUDIO VIDEO INC
1099 EXPRESS.COM
1099 PRO, INC
10by8
10GEN INC
10GTEK TRANSCEIVERS
10TEC COMPANY
10to8
10ZIG TECHNOLOGY/BOSANOVA
123 SYNCHRONIZER
123PROPOSAL AUTOMATION SOFTWARE INC
128 CONSULTING LLC
12GHOSTS INC
16 SOFTWARE
1776 SOFTWARE
17a-4
1-800-BATTERIES/IGO
1E LTD
1PASSWORD
1SPATIAL INC
1STVISION INC
1VISION SOFTWARE
1WORLDSYNC INC
2 TECHNOLOGY PLACE
200
2020 TECHNOLOGIES
203 Trading - Acer Refurbs
203 Trading - Dell Refurbs
203 Trading - HPI Refurbs
203 Trading - Lenovo Refurbs
203 Trading - Microsoft Refurbs
203 Trading - Samsung Refurbs
203 Trading - Viewsonic Refurbs
22 CASES
22 MILES, INC (PENDING)
24U SOFTWARE
2BRIGHTSPARKS PTE LTD
2BrightSparks Pte. Ltd.
2conciliate Business Solutions AB
2D3 LIMITED
2E2
DigiDNA SARL
DigiEffects LLC
DIGIGRAM
DIGIKEY
DIGI-KEY CORPORATION
DIGILENT
DIGILIANT
DIGIMATION
DIGIMIND
DIGINEX
DIGIPEDE TECHNOLOGIES LLC
DIGIPORT
DIGIPOS SYSTEMS
DIGIPOWER
DIGISHUO
DIGISIGNER
DIGISTORE SOLUTIONS
DIGITAL ACCESSORIES CORPORATION
DIGITAL ACOUSTICS CORPORATION
DIGITAL AIRWARE
DIGITAL ANARCHY
DIGITAL ANTENNA, INC.
DIGITAL ATLANTIC CORP
Digital Audio Corp
DIGITAL BLUE INC.
DIGITAL CANAL
DIGITAL CHECK CORP
DIGITAL COMBUSTION INC
DIGITAL CONCEPT
DIGITAL CONFIDENCE LTD
DIGITAL CREATION
Digital Data Services, Inc.
DIGITAL DECK COVERS
DIGITAL DETECTIVE GROUP
DIGITAL DETECTIVE GROUP LTD
DIGITAL DISPLAY SYSTEMS, INC.
DIGITAL ELEMENT
DIGITAL FILM TOOLS
DIGITAL FILMWORKS
Digital Fuel SV LLC
DIGITAL GUARDIAN INC
DIGITAL IMAGE SOLUTIONS SINGAPORE
DIGITAL INNOVATIONS
DIGITAL INTELLIGENCE INC.
DIGITAL JUICE
DIGITAL LIFESTYLE OUTFITTERS
DIGITAL LOGGERS INC
DIGITAL METAPHORS
DIGITAL METROLOGY SOLUTIONS
DIGITAL NETRIX
DIGITAL NETWORKS
DIGITAL PERIPHERAL SOLUTIONS, INC.
DIGITAL PERSONA
DIGITAL PRODUCT
LANGSDOM
LANGUAGE ENGINEERING COMPANY
LANGUAGE LINE SOLUTIONS
LANIER
LANNER INC
LANPARTE
LANSA INC
LAN-SECURE NETWORKS
LANSHACK
Lansweeper
LANSYST LTD
LANTERIA LLC
LANTRONIX
LAPCABBY
LAPLINK SOFTWARE
LAPLINK.COM
LAPP TANNEHILL
LAPTOP CHARGER FACTORY
LAPTOP SERVICE CENTER LLC
LAPWORKS
LARCOM & YOUNG
LARS SAMS
LARSCOM
LARSEN ANTENNAS
LARSON SOFTWARE TECHNOLOGY
LARSON SOFTWARE TECHNOLOGY 2002
LASALLE TECHNOLOGIES
LASCAR ELECTRONICS
LASCO
LASER RECHARGE
LASERFICHE
LaserPecker
LASERSOFT IMAGING, INC.
LASITU
LASKO PRODUCTS
LASTAR, INC.
LASTBIT CORP
LASTPASS
LASUNEY
LATENIGHT SOFTWARE LTD
LATERALWORKS
Latest Solutions USA
LATITUDE GEOGRAPHICS
LATITUDE LEARNING
LATTICE SEMICONDUCTOR
LATTIX INC
LAUBLAB KG
LAUBRASS INC
LAUDONTECH SOLUTIONS INC
LAUNCH 3 VENTURES LLC COMPANY
LAUNCHDARKLY
LAUNSBY CONSULTING
Laurel Bridge Software, Inc.
Lauren Innovations
SAALFELD
Saba Software
SABERLOGIC INC
SABRENT
SACHLTER
SACRAMENTO COMPUTER POWER INC
SADA SYSTEMS INC
SAE
SAFARI BOOKS ONLINE LLC
SAFCO
SAFE HARBOR COMPUTERS
SAFE SECURITIES INC
SAFE SOFTWARE
SAFE TREK INC
SAFE TYPE, INC
SAFECONSOLE
SAFECORE, INC.
SAFEGUARD
SAFEND
SAFENET, INC.
Safepass.me
SAFER NETWORKING LTD
Safe-T Data
SAFETY INNOVATIONS
SAFETY INSPECTION SOLUTIONS LLC
SAFETY SOFTWORKS
SAFETY TECHNOLOGY INTERNATIONAL
SAFETY TECHNOLOGY INTERNATIONAL INC
Safety Videos
SAFEWARE THE INSURANCE AGENCY INC
Safran Software Solutions AS
Saft
SAGAXSOFT
SAGE GROUP
SAGE PUBLICATIONS
SAGE SOFTWARE
SAGEKEY SOFTWARE
SAGELAMP SOLUTIONS INC
SageMath
SAGEM-INTERSTAR
SAGER NOTEBOOK COMPUTER
SAGITTA HPC
SAHARA CASES LLC
SAICOO
SAILPOINT TECHNOLOGIES
SainSmart
SAINT CORPORATION
SAISON INFORMATION SYSTEMS CO.,LTD
SAITECH IT PRIVATE LIMITED
SAITEK INDUSTRIES
SAKAR
SAKETA
SAL JOHNSON & ASSOCIATES INC
SALAMANDER DESIGNS LTD

Manufacturers, Publishers and Suppliers

2FA, INC.
2FLYER
2N USA LLC
2ND QUADRANT INC
2POINT
2Ring
2-SEC LTD
2X SOFTWARE LLC
2X SOFTWARE LTD
3 LEGGED THING
3000AD SYSTEMS PTY LTD
321DONE
352 INC
360WORKS
37 SIGNALS LLC
3AM SYSTEMS LTD
3C CAD INC
3COM
3CORE SOFTWARE
3CX
3D CONTROL SYSTEMS INC
3D IO GMBH
3D ISSUE
3D LASER ADVANTAGE INC
3D NATURE LLC
3D RAPID PRINTS
3D SYSTEMS, INC.
3D To All
3D3 SOLUTIONS LTD.
3DBear Inc
3DCADCO INC
3D-COAT
3DCONNEXION
3DI INC
3D-KSTUDIO.COM
3DLABS
3DQUAKERS.com
3DStudio.nl
3D-TOOL
3DVISTA ESPANA SL
3EYE TECHNOLOGIES
3I'S INC
3M COMPANY
3M TOUCH SYSTEMS
3P Learning Inc.
3PAR
3RP
3SL
3T SOFTWARE LABS GmbH
3WARE
3XLOGIC
4 DEGREES
42GEARS MOBILITY SYSTEMS
45 DRIVES MANUFACTURING
Digital Projection, Inc.
DIGITAL PROTOTYPE SYSTEMS INC
DIGITAL RAPIDS CORPORATION
Digital Reasoning
DIGITAL RIVER
Digital Science & Research
DIGITAL SECURITY CONTROLS
Digital Shadows Inc
Digital Signature Software
DIGITAL SPECTRUM SOLUTIONS, INC.
DIGITAL SPEECH SYSTEMS
DIGITAL STORAGE
Digital Storm
DIGITAL SURF
DIGITAL TIGERS
Digital Transforms
DIGITAL TRANSITIONS
DIGITAL WATCHDOG
Digital Workplace Forum Group
DIGITAL.AI SOFTWARE, INC.
DIGITALINX
DIGITALLINK
DIGITALML USA INC
DIGITALOFFICEPRO INC
DIGITALSTORAGE
DIGITALVOLCANO SOFTWARE LTD
DIGITALVOLCANO SOFTWARE LTD.
Digite Inc.
DIGITECH SYSTEMS
DIGITEK COMPUTER PRODUCTS
DIGITIZE DESIGNS LLC
DIGITIZEIT
DIGITTRADE GMBH
Digitus Biometrics, Inc.
DIGITZONE
DIGIUM
DIGSELL
DIGSILENT GMBH
DILIGENT CORPORATION
DIMASTR
DIMENSION 5
DIMENSIONAL SOLUTIONS INC
DIMPLE SOFTWARE
Dinamenta
DINAMO GMBH
DINCLOUD
DINKUMWARE
DINO SOFTWARE
DINOLITE
DINSPACE
DI-O-MATIC
DIPL-ING. MARTIN AIGNESBERGER
DIRAD TECHNOLOGIES INC
DIRECT BUSINESS TECHNOLOGIES LLC
LAUTERBACH INC
LAVA COMPUTER MANUFACTURING
LAVALIER
LAVASOFT
LAVASTORM ANALYTICS INC
LAVIEW EAGLE EYE TECHNOLOGY
LAVKOW
LAW ENFORCEMENT SUPPLY
LAWVU LIMITED
LAYER 2 GMBH
LAYERED SOLUTIONS
Layout Editor
LAYOUT LIMITED
LAYTON TECHNOLOGY
LAZA WIRELESS LLC
LBM SYSTEMS
LC TECHNOLOGY INTERNATIONAL
L-COM, INC.
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ZYMEWIRE
ZYNAMICS
ZYNAPTIQ
ZYXEL
ZyXEL Communication Corp
ZZEE TOOLS CORPORATION
ZZZ PROJECTS INC

Appendix D - Dun and Bradstreet Report 2022

D&B Finance Analytics

Printed By: Cameo Peralta

Date Printed:04/26/2022

LIVE REPORT

INSIGHT ENTERPRISES, INC.

Tradestyle(s): INSIGHT

ACTIVE

D-U-N-S Number: 87-638-3589
Phone: +1 (480) 333-3000

Address: 2701 E Insight Way, Moved From: 6820 S Harl Ave, Tempe, Az, Chandler, AZ, 85286, United States Of America
Web: www.insight.com
Endorsement: cxperalt@insight.com
Exclude from Portfolio Insight:

Summary

KEY DATA ELEMENTS (Formerly: SCORE BAR)

KDE Name		Current Status	Details
PAYDEX®	↑	78	3 days beyond terms
Delinquency Score	↑	79	Low to Moderate Risk of severe payment delinquency.
Failure Score	↓	44	Moderate Risk of severe financial stress.
D&B Viability Rating		1 2 A A	View More Details
Bankruptcy Found		N	
D&B Rating		5A3	5A indicates 50 million and over, Credit appraisal of 3 is fair

DETAILED TRADE RISK INSIGHT™

Days Beyond Terms
1 Days

3 Months
From Feb-22 to Apr-22

1

High Risk (120+) — Low Risk (0)

Days Beyond Terms Past 3 months : 1

Low Risk:0 ; High Risk:120+

Dollar-weighted average of 36 payment experiences reported from 13 companies.

PAYDEX® TREND CHART

This Company Industry Benchmark

ALERTS

There are no alerts for this D-U-N-S Number.

OWNERSHIP

Subsidiaries	Branches	Total Members
34	15	250

This company is a Global Ultimate, Domestic Ultimate, Headquarters, Parent.

	Global Ultimate	Domestic Ultimate
Name	INSIGHT ENTERPRISES, INC.	INSIGHT ENTERPRISES, INC.
Country	UNITED STATES	UNITED STATES
D-U-N-S	87-638-3589	87-638-3589
Others	-	-

DELINQUENCY SCORE (Formerly Commercial Credit Score)

Company's Risk Level

LOW-MODERATE

Probability of delinquency over the next 12 months

2.69 %



Past 12 Months

Low Risk

High Risk

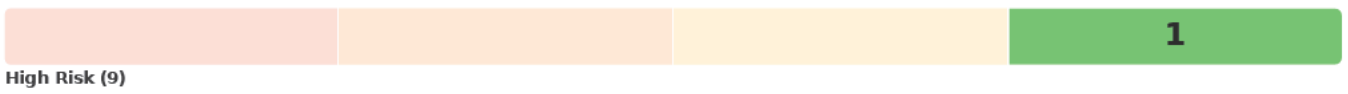
D&B PAYDEX - 3 MONTHS



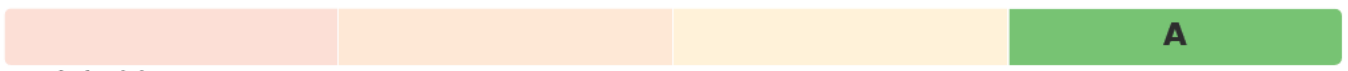
3 days beyond terms

VIABILITY RATING SUMMARY

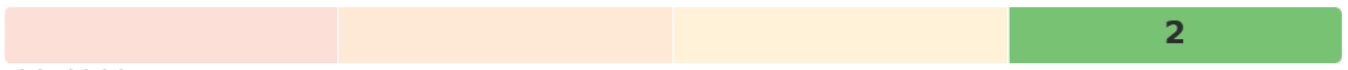
Viability Score



Data Depth Indicator



Portfolio Comparison



Financial Data	Available
Trade Payments	Available: 3+Trade
Company Size	Large: Employees:50+ or Sales: $500K+
Years in Business	Established

COMPANY PROFILE

D-U-N-S 87-638-3589	**Mailing Address** UNITED STATES	**Annual Sales** 9,436,113,000
Legal Form Corporation (US)	**Telephone** +1 (480) 333-3000	**Net Worth** 1,509,227,000
History Record Clear	**Website** www.insight.com	**Employees** 11,006
Date Incorporated 06/04/1991	**Present Control Succeeded** 1988	**Age (Year Started)** 34 Years (1988)
State of Incorporation DELAWARE		**Named Principal** Kenneth T Lamneck, PRES-CEO
Ownership		**Line of Business**

Public: NSIT(NGS)

Computer related services

SIC

73790200

NAICS

541512

Street Address:

2701 E Insight Way, Moved From: 6820 S Harl Ave, Tempe, Az,
Chandler, AZ, 85286,
United States Of America





STOCK PERFORMANCE

Symbol	Last Price	Change	% Change
NSIT	**98.82**	**-2.66 ↓**	**-2.62%**

History		Performance	
Daily High	101.28	Market Cap	3,465,855,062
Daily Low	98.81	P/E:	16.60
52-Week High	111.02	EPS:	5.95
52-Week Low	88.28	Div/Yield	5.95

WEB & SOCIAL POWERED BY FIRSTRAIN

- Royce & Associates LP Has $15.75 Million Holdings in Insight Enterprises, Inc. (NASDAQ:NSIT) MR Modern Readers 23-Apr-2022
- Insight Enterprises, Inc. to Report First Quarter 2022 Financial Results on May 5, 2022 Business Wire, Inc. 21-Apr-2022
- Auckland Council group-buy rattles Microsoft license market Reseller News 19-Apr-2022
- Insight appoints Sumana Nallapati as Chief Information Officer IT Business 18-Apr-2022
- Insight Enterprises, Inc. (NASDAQ:NSIT) Expected to Post Quarterly Sales of $2.41 Billion ETF Daily News 17-Apr-2022
- $2.41 Billion in Sales Expected for Insight Enterprises, Inc. (NASDAQ:NSIT) This Quarter Defenseworld.net 17-Apr-2022
- Insight Enterprises, Inc. (NASDAQ:NSIT) Expected to Post Earnings of $1.60 Per Share WKRB Financial News 15-Apr-2022
- Insight Wins VMware North America 2022 Partner Value Award Business Wire, Inc. 14-Apr-2022
- Zacks Investment Research Downgrades Insight Enterprises (NASDAQ:NSIT) to Hold Defenseworld.net 14-Apr-2022
- Insight Enterprises, Inc. (NASDAQ:NSIT) Expected to Announce Earnings of $1.60 Per Share ETF Daily News 13-Apr-2022

Load More

NOTES

Add Note

No notes is available for this D-U-N-S Number.

The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

Small Business Risk Insight

ACCOUNT SUMMARIES

Total Current Balance

Total Past Due

Total Past Due Cycle 1

Total Past Due Cycle 2

Total Past Due Cycle 3

Total Past Due Cycle 4

Total Past Due Cycle 5

Total Charge Off Amount

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
No data found															

Risk Assessment

D&B RISK ASSESSMENT

OVERALL BUSINESS RISK

HIGH	MODERATE-HIGH	MODERATE	LOW-MODERATE	LOW

Dun & Bradstreet thinks...

- Overall assessment of this organization over the next 12 months: **STABLE CONDITION**
- Based on the predicted risk of business discontinuation: **LIKELIHOOD-OF-CONTINUED-OPERATIONS**
- Based on the predicted risk of severely delinquent payments: **LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

MAXIMUM CREDIT RECOMMENDATION

US$ 5,300,000

The recommended limit is based on a moderately low probability of severe delinquency.

D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Viability Score
Compared to All US Businesses within the D&B Database:

- Level of Risk:**Low Risk**
- Businesses ranked **1** have a probability of becoming no longer viable: **0.2 %**
- Percentage of businesses ranked **1: 0.3 %**
- Across all US businesses, the average probability of becoming no longer viable:**14 %**

Portfolio Comparison
Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment :**Available Financial Data**
- Level of Risk:**Low Risk**
- Businesses ranked **2** within this model segment have a probability of becoming no longer viable: **0.2 %**
- Percentage of businesses ranked **2** with this model segment: **14 %**
- Within this model segment, the average probability of becoming no longer viable:**0.6 %**

Data Depth Indicator

Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Comprehensive Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

Company Profile:

Company Profile Details:

- Financial Data: **True**
- Trade Payments: **Available: 3+Trade**
- Company Size: **Large: Employees:50+ or Sales: $500K+**
- Years in Business: **Established: 5+**

A

Financial Data	Trade Payments	Company Size	Years in Business
True	Available: 3+Trade	Large	Established

FAILURE SCORE FORMERLY FINANCIAL STRESS SCORE

44

High Risk (1) Low Risk (100)

- Low proportion of satisfactory payment experiences to total payment experiences
- High proportion of slow payment experiences to total number of payment experiences
- UCC Filings reported
- High number of enquiries to D&B over last 12 months
- Evidence of open judgments

Level of Risk	Raw Score	Probability of Failure	Average Probability of Failure for Businesses in D&B Database	Class
Moderate	**1471**	**0.27 %**	**0.48**	**3**

Business and Industry Trends

△ FAILURE SCORE ⬚ Industry Median Quartile

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	44
Region:(MOUNTAIN)	33
Industry:BUSINESS, LEGAL AND ENGINEERING SERVICES	37
Employee range:(500-2300000)	53
Years in Business:(26+)	81

DELINQUENCY SCORE FORMERLY COMMERCIAL CREDIT SCORE

79

High Risk (1) Low Risk (100)

- Higher risk industry based on delinquency rates for this industry
- Proportion of slow payments in recent months
- Proportion of past due balances to total amount owing
- Evidence of open judgments

Level of Risk	Raw Score	Probability of Delinquency	Compared to Businesses in D&B Database	Class
Low-Moderate	**546**	**2.69 %**	**10.2 %**	**2**

Business and Industry Trends

△ DELINQUENCY SCORE ⬚ Industry Median Quartile

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	79
Region:(MOUNTAIN)	29

Norms	National %
Industry:BUSINESS, LEGAL AND ENGINEERING SERVICES	37
Employee range:(500-2768886)	76
Years in Business:(26+)	69

D&B PAYDEX

78

High Risk (1) Low Risk (100)

When weighted by amount, Payments to suppliers average 3 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 78
Equals 3 Days Beyond Terms

D&B 3 MONTH PAYDEX

78

High Risk (1) Low Risk (100)

Based on payments collected 3 months ago.
When weighted by amount, Payments to suppliers average 3 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 78
Equals 3 Days Beyond Terms

Business and Industry Trends

7379 - Computer related services

△ PAYDEX ⬚ Industry Lower Quartile ◌ Industry Median Quartile ✳ Industry Upper Quartile

Equals

D&B RATING

Current Rating as of 02/26/2019

Financial Strength
5A : USD 50,000,000 and over in Net Worth or Equity

Risk Indicator
3 : Moderate Risk

Previous Rating

Financial Strength
5A : US$ 50,000,000 and over in Net Worth or Equity

Risk Indicator
2 : Low Risk

History since 02/26/2010

Date Applied	D&B Rating
11/09/2018	5A2
08/15/2018	5A3
08/03/2018	5A2
05/07/2018	5A3
03/02/2018	5A2

Trade Payments

TRADE PAYMENTS SUMMARY (Based on 24 months of data)

Overall Payment Behaviour
3
Days Beyond Terms

Highest Now Owing:
US$ 30,000,000

% of Trade Within Terms
62%

Total Trade Experiences:
90
Largest High Credit:
US$ 30,000,000
Average High Credit:
US$ 701,116

Highest Past Due
US$ 1,000,000

Total Unfavorable Comments :
0
Largest High Credit:
US$ 0

Total Placed in Collections:
0
Largest High Credit:
US$ 0

D&B PAYDEX

78

High Risk (1) Low Risk (100)

When weighted by amount, Payments to suppliers average 3 days beyond terms

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- Medium risk of late payment (Average 30 days or less beyond terms)
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Equals 3 Days Beyond Terms

Industry Median 78
Equals 3 Days Beyond Terms

BUSINESS AND INDUSTRY TRENDS

Based on 24 months of data

7379 - Computer related services

△ PAYDEX ⬚ Industry Lower Quartile ◯ Industry Median Quartile ✳ Industry Upper Quartile

	5/20	6/20	7/20	8/20	9/20	10/20	11/20	12/20	1/21	2/21	3/21	4/21	5/21	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	Current 2022
This Business	77	76	77	77	77	78	77	77	78	78	78	78	78	78	78	78	78	78	78	77	77	78	78	78
Industry Quartile																								
Upper	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-
Median	-	78	-	-	79	-	-	78	-	-	78	-	-	78	-	-	78	-	-	78	-	-	78	-
Lower	-	70	-	-	70	-	-	69	-	-	69	-	-	69	-	-	70	-	-	70	-	-	70	-

TRADE PAYMENTS BY CREDIT EXTENDED (Based on 12 months of data)

Range of Credit Extended (US$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	18	US$ 47,850,000	95
50,000 - 99,999	2	US$ 120,000	50
15,000 - 49,999	10	US$ 275,000	63
5,000 - 14,999	13	US$ 105,000	62
1,000 - 4,999	11	US$ 23,000	72
Less than 1,000	15	US$ 4,050	47

TRADE PAYMENTS BY INDUSTRY (BASED ON 24 MONTHS OF DATA)

Collapse All | Expand All

Industry Category-	Number of Payment Experiences	Largest High Credit (US$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
27 - Printing, Publishing and Allied Industries	1	10,000	100	0	0	0	0
2711 - Newspaper-print/publ	1	10,000	100	0	0	0	0
35 - Industrial and Commercial Machinery and Computer Equipment	4	2,500	93	7	0	0	0
3579 - Mfg misc office eqpt	3	750	86	14	0	0	0
3585 - Mfg refrig/heat equip	1	2,500	100	0	0	0	0
36 - Electronic and other electrical equipment and components except computer equipment	2	10,000	50	0	0	0	50
3629 - Mfg elect indus equip	1	10,000	0	0	0	0	100
3674 - Mfg semiconductors	1	50	100	0	0	0	0
45 - Transportation by Air	1	100	0	0	0	0	100
4513 - Air courier service	1	100	0	0	0	0	100
47 - Transportation	2	1,000	17	0	33	17	33

Services							
4731 - Arrange cargo transpt	2	1,000	17	0	33	17	33
48 - Communications	7	40,000	59	0	0	41	0
4813 - Telephone communictns	7	40,000	59	0	0	41	0
50 - Wholesale Trade - Durable Goods	16	30,000,000	78	0	7	2	13
5045 - Whol computers/softwr	9	2,000,000	63	0	27	9	1
5065 - Whol electronic parts	5	30,000,000	99	1	0	0	0
5064 - Whol appliances	1	8,000,000	100	0	0	0	0
5063 - Whol electrical equip	1	30,000	50	0	0	0	50
51 - Wholesale Trade - Nondurable Goods	2	10,000	55	0	45	0	0
5113 - Whol service paper	2	10,000	55	0	45	0	0
60 - Depository Institutions	7	1,000,000	100	0	0	0	0
6021 - Natnl commercial bank	7	1,000,000	100	0	0	0	0
61 - Nondepository Credit Institutions	2	750,000	100	0	0	0	0
6153 - Short-trm busn credit	1	750,000	100	0	0	0	0
6159 - Misc business credit	1	20,000	100	0	0	0	0
73 - Business Services	10	1,000,000	26	19	0	0	39
7372 - Prepackaged software	5	250,000	7	61	1	0	31
7373 - Computer system desgn	1	1,000,000	50	50	0	0	0
7374 - Data processing svcs	1	100,000	0	0	0	0	100
7371 - Custom programming	1	100,000	100	0	0	0	0
7359 - Misc equipment rental	1	250	0	0	0	0	100
7389 - Misc business service	1	0	0	0	0	0	0
75 - Automotive Repair, Services and Parking	2	10,000	25	25	25	0	25
7514 - Passenger car rental	2	10,000	25	25	25	0	25
87 - Engineering Accounting Research Management and Related Services	2	50,000	25	0	0	25	0
8734 - Testing laboratory	1	50,000	50	0	0	50	0
8748 - Business consulting	1	0	0	0	0	0	0
91 - Executive Legislative and	2	5,000	100	0	0	0	0

General Government except Finance							
9111 - Executive office	2	5,000	100	0	0	0	0
93 - Public Finance Taxation and Monetary Policy	6	5,000	100	0	0	0	0
9311 - Public finance	6	5,000	100	0	0	0	0
96 - Administration of Economic Programs	1	100	100	0	0	0	0
9611 - Admin economic prgm	1	100	100	0	0	0	0
99 - Nonclassifiable Establishments	4	15,000	100	0	0	0	0
9999 - Nonclassified	4	15,000	100	0	0	0	0

TRADE LINES

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
04/22	Pays Promptly	N30	10,000	0	0	1
03/22	Pays Promptly	-	30,000,000	30,000,000	1,000,000	1
03/22	Pays Promptly	-	8,000,000	8,000,000	400,000	1
03/22	Pays Promptly	-	900,000	600,000	0	1
03/22	Pays Promptly	N30	100,000	35,000	0	1
03/22	Pays Promptly	-	100,000	0	0	Between 4 and 5 Months
03/22	Pays Promptly	-	20,000	7,500	100	1
03/22	Pays Promptly	-	15,000	0	0	Between 6 and 12 Months
03/22	Pays Promptly	-	15,000	0	0	Between 6 and 12 Months
03/22	Pays Promptly	-	7,500	7,500	0	1
03/22	Pays Promptly	-	1,000	0	0	Between 4 and 5 Months
03/22	Pays Promptly	-	750	750	0	1
03/22	Pays Promptly	-	250	0	0	Between 6 and 12 Months
03/22	Pays Promptly	N30	50	0	0	Between 4 and 5 Months
03/22	Pays Promptly	-	0	0	0	1
03/22	Pays Prompt to Slow 30+	-	600,000	0	0	1
03/22	Pays Prompt to Slow 30+	-	25,000	10,000	0	1
03/22	Pays Prompt to Slow 30+	-	50	0	0	1
03/22	Pays Prompt to Slow 60+		2,000,000	30,000	30,000	1
03/22	Pays Prompt to Slow 60+	-	10,000	10,000	0	1
03/22	Pays Prompt to Slow 60+	-	10,000	5,000	100	1
03/22	Pays Prompt to Slow 60+	-	500	500	100	1
03/22	Pays Prompt to Slow 90+	N30	700,000	400,000	400,000	Between 2 and 3 Months
03/22	Pays Prompt to Slow 90+	-	25,000	0	0	1
03/22	Pays Prompt to Slow 120+	-	70,000	35,000	30,000	1
03/22	Pays Prompt to Slow 120+	-	30,000	0	0	Between 6 and 12 Months
03/22	Pays Slow 30+	-	100,000	100,000	100,000	1
03/22	Pays Slow 60+	-	2,500	0	0	Between 6 and 12 Months
03/22	Pays Slow 120+	-	100,000	100,000	100,000	-
03/22	Pays Slow 30 120+		10,000	1,000	50	1
03/22	Pays Slow 120+	-	250	250	250	-

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
03/22	Pays Slow 120+	-	100	0	0	Between 6 and 12 Months
03/22	-	Cash account	250	0	0	1
03/22	-	Cash account	250	0	0	Between 6 and 12 Months
03/22	-	Cash account	100	0	0	Between 2 and 3 Months
03/22	-	Cash account	100	0	0	1
03/22	-	Cash account	50	0	0	Between 6 and 12 Months
03/22	-	Cash account	50	0	0	1
03/22	-	Cash account	50	0	0	1
03/22	-	Cash account	0	0	0	Between 6 and 12 Months
02/22	Pays Promptly	-	1,000,000	1,000,000	0	1
02/22	Pays Promptly	-	750,000	300,000	0	1
02/22	Pays Promptly	-	500,000	500,000	0	1
02/22	Pays Promptly	-	500,000	500,000	0	1
02/22	Pays Promptly	-	500,000	500,000	0	1
02/22	Pays Promptly	-	100	0	0	Between 6 and 12 Months
02/22	Pays Prompt to Slow 60+	-	40,000	0	0	Between 4 and 5 Months
02/22	Pays Prompt to Slow 90+	-	50,000	50,000	45,000	1
02/22	Pays Prompt to Slow 90+	-	500	0	0	Between 6 and 12 Months
01/22	Pays Promptly	-	5,000	0	0	1
01/22	Pays Promptly	-	2,500	0	0	1
01/22	Pays Slow 60-120+	-	1,000	0	0	Between 6 and 12 Months
12/21	Pays Promptly	-	100	0	0	Between 6 and 12 Months
12/21	-	Cash account	50	0	0	1
11/21	-	Cash account	50	0	0	Between 6 and 12 Months
10/21	-	Cash account	50	0	0	1
09/21	-	Cash account	50	0	0	Between 2 and 3 Months
09/21	-	Cash account	50	0	0	Between 2 and 3 Months
08/21	Pays Promptly	-	20,000	0	0	Between 6 and 12 Months
08/21	Pays Promptly	-	0	0	0	Between 4 and 5 Months
07/21	Pays Promptly	-	5,000	0	0	1
07/21	Pays Promptly	-	5,000	0	0	1
07/21	Pays Promptly	-	2,500	0	0	1
07/21	Pays Promptly	-	2,500	0	0	1
07/21	Pays Slow 60+	-	250	0	0	Between 6 and 12 Months
05/21	Pays Promptly	-	10,000	0	0	Between 2 and 3 Months
05/21	Pays Prompt to Slow 90+	-	40,000	0	0	Between 2 and 3 Months
05/21	Pays Prompt to Slow 90+	-	2,500	0	0	Between 2 and 3 Months
05/21	Pays Prompt to Slow 90+	-	1,000	0	0	Between 2 and 3 Months
05/21	Pays Slow 120+	-	10,000	0	0	Between 6 and 12 Months
05/21	-	Cash account	50	0	0	1
04/21	-	Cash account	50	0	0	1
02/21	Pays Slow 90+	-	100	100	100	-
12/20	Pays Promptly	-	7,500	0	0	Between 6 and 12 Months
12/20	Pays Prompt to Slow 30+	-	45,000	0	0	1
12/20	Pays Slow 30-120+	-	250,000	30,000	20,000	1
09/20	Pays Slow 60+	N30	10,000	0	0	Between 6 and 12 Months
07/20	Pays Promptly	-	2,500	2,500	0	1
05/20	Pays Prompt to Slow 30+	-	1,000,000	0	0	Between 2 and 3 Months
04/20	Pays Promptly	-	2,500	0	0	1

OTHER PAYMENT CATEGORIES

Other Payment Categories	Experience	Total Amount
Cash experiences	18	US$ 1,350
Payment record unknown	1	US$ 1,000
Unfavorable comments	0	US$ 0
Placed for collections	0	US$ 0
Total in D&B's file	90	US$ 48,379,400

Corporate Linkage

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SUBSIDIARIES (DOMESTIC)

Company	City , State	D-U-N-S® NUMBER
ENSYNCH, INCORPORATED	TEMPE , Arizona	05-165-4379
INSIGHT NORTH AMERICA, INC.	TEMPE , Arizona	09-473-3862
SOFTWARE SPECTRUM, INC.	PLANO , Texas	10-259-5865
INSIGHT DIRECT USA, INC.	CHANDLER , Arizona	15-755-2118
PCM, INC.	EL SEGUNDO , California	18-108-7842
INSIGHT TECHNOLOGY SOLUTIONS, LLC	BOWIE , Maryland	05-231-1607
BLUEMETAL ARCHITECTS, INC.	WATERTOWN , Massachusetts	96-586-9675
INSIGHT RECEIVABLES, LLC	BLOOMINGDALE , Illinois	07-849-4005
INSIGHT DIRECT USA, INC.	HANOVER PARK , Illinois	08-113-2421
CALENCE, LLC	TEMPE , Arizona	07-095-9459
INSIGHT DIRECT WORLDWIDE, INC.	TEMPE , Arizona	07-869-3931
INSIGHT GLOBAL FINANCE, INC.	TEMPE , Arizona	82-869-3478
DATALINK HOLDING LLC	TEMPE , Arizona	11-726-0326
DATALINK NEVADA LLC	TEMPE , Arizona	11-726-0329
INSIGHT STADIUM SERVICES, LLC	TEMPE , Arizona	11-727-3767
CALENCE PHYSICAL SECURITY SOLUTIONS, LLC	TEMPE , Arizona	11-726-9176
INSIGHT CONSULTING SERVICES, LLC	MEDFORD , New Jersey	04-749-3391
MV SUB, INC.	TEMPE , Arizona	11-731-3941
CARDINAL SOLUTIONS GROUP-FLORIDA, LLC	TEMPE , Arizona	11-732-0088
CARDINAL SOLUTIONS GROUP-TENNESSEE, LLC	TEMPE , Arizona	11-732-0091
CARDINAL SOLUTIONS GROUP-GEORGIA, LLC	TEMPE , Arizona	11-732-0090
STI ACQUISITION	TEMPE , Arizona	11-731-6884
INSIGHT RECEIVABLES HOLDING, LLC	ADDISON , Illinois	11-739-3170

EN POINTE TECHNOLOGY SALES, LLC	TEMPE , Arizona	11-821-8102
INSIGHT DIRECT PHILIPPINES, LLC	TEMPE , Arizona	11-837-7108

This list is limited to the first 25 subsidiaries.

SUBSIDIARIES (INTERNATIONAL)

Company	City , Country or Region	D-U-N-S® NUMBER
INSIGHT ENTERPRISES UK LIMITED	SHEFFIELD , UNITED KINGDOM	22-049-5803
Insight Holding (Deutschland) GmbH	Garching b. München , GERMANY	32-983-1940
SSI (BRITAIN) LIMITED.	SHEFFIELD , UNITED KINGDOM	37-894-5612
Insight Technology Solutions AG	WALLISELLEN , SWITZERLAND	48-091-3982
INSIGHT TECHNOLOGY SOLUTIONS SAS	VELIZY VILLACOUBLAY , FRANCE	77-614-7852

BRANCHES (DOMESTIC)

Company	City , State	D-U-N-S® NUMBER
INSIGHT ENTERPRISES, INC.	ADDISON , Illinois	80-674-6983
INSIGHT ENTERPRISES, INC.	EASTON , Connecticut	79-766-8824
INSIGHT ENTERPRISES, INC.	ARVADA , Colorado	80-130-8235
INSIGHT ENTERPRISES, INC.	NEW YORK , New York	86-106-4413
INSIGHT ENTERPRISES, INC.	TEMPE , Arizona	07-869-2460
INSIGHT ENTERPRISES, INC.	EDINA , Minnesota	03-670-7575
INSIGHT ENTERPRISES, INC.	COLUMBUS , Ohio	11-655-7789
INSIGHT ENTERPRISES, INC.	EDEN PRAIRIE , Minnesota	11-676-1884
INSIGHT ENTERPRISES, INC.	BAYTOWN , Texas	06-403-5147
INSIGHT ENTERPRISES, INC.	WELLINGTON , Florida	03-451-6918
INSIGHT ENTERPRISES, INC.	MCALLEN , Texas	07-498-1005
INSIGHT ENTERPRISES, INC.	VERNON , Connecticut	01-534-3486
INSIGHT ENTERPRISES, INC.	RALEIGH , North Carolina	11-717-4661
INSIGHT ENTERPRISES, INC.	TAMPA , Florida	11-850-8206
INSIGHT ENTERPRISES, INC.	LEWIS CENTER , Ohio	11-777-4946

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Legal Events

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Bankruptcies	Judgements	Liens	Suits	UCCs
No	1	0	0	60

	Latest Filing: 12/18/2019	Latest Filing: -	Latest Filing: -	Latest Filing: 04/28/2020

EVENTS

Judgement - Court Judgement

Filing Date	12/18/2019
Filing Number	201911700048CE
Status	Unsatisfied
Date Status Attained	12/18/2019
Received Date	04/24/2020
Award	US$ 12,000
Debtors	INSIGHT ENTERPRISES, INC
Creditors	CITY OF PHILADELPHIA, PHILADELPHIA, PA
Court	PHILADELPHIA MUNICIPAL COURT, PHILADELPHIA, PA

UCC Filing - Continuation

Filing Date	04/28/2020
Filing Number	1156399501214
Received Date	05/04/2020
Original Filing Date	07/10/2015
Original Filing Number	832869600786
Secured Party	KEY EQUIPMENT FINANCE, A DIVISION OF KEYBANK NA, SUPERIOR, CO
Debtors	DATALINK CORPORATION, EDEN PRAIRIE, MN
Filing Office	SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

UCC Filing - Original

Filing Date	08/30/2019
Filing Number	2019 6053479
Received Date	09/27/2019
Collateral	All Assets and proceeds
Secured Party	JPMORGAN CHASE BANK, N. A., AS ADMINISTRATIVE AGENT, CHICAGO, IL
Debtors	INSIGHT ENTERPRISES, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	05/02/2019
Filing Number	2019 3062739
Received Date	06/04/2019
Collateral	Leased Computer equipment and proceeds
Secured Party	DELL FINANCIAL SERVICES L.L.C., ROUND ROCK, TX
Debtors	INSIGHT ENTERPRISES, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	03/12/2019
Filing Number	1074128301790
Received Date	03/18/2019
Original Filing Date	06/05/2014
Original Filing Number	201436858067
Secured Party	INSIGHT INVESTMENTS, LLC, COSTA MESA, CA
Secured Party	MB FINANCIAL BANK NA, ROSEMONT, IL
Secured Party	US BANK EQUIPMENT FINANCE A DIVISION OF US BANK NATIONAL ASSOCIATION, MARSHALL, MN
Secured Party	US BANK EQUIPMENT FINANCE A DIVISION OF US BANK NATIONAL ASSOCIATION, MARSHALL, MN
Secured Party	WELLS FARGO EQUIPMENT FINANCE INC, MINNEAPOLIS, MN
Debtors	DATALINK CORPORATION, EDEN PRAIRIE, MN
Filing Office	SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

UCC Filing - Continuation

Filing Date	08/10/2017
Filing Number	2017 5301145
Received Date	09/21/2017
Original Filing Date	01/22/2013
Original Filing Number	2013 0262627
Secured Party	BANK ONE, NA, AS AGENT, CHICAGO, IL
Debtors	INSIGHT ENTERPRISES, INC., TEMPE, AZ
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	11/21/2016
Filing Number	20167206244
Received Date	01/19/2017
Original Filing Date	04/30/2012
Original Filing Number	2012 1663311
Secured Party	WELLS FARGO CAPITAL FINANCE, LLC, AS COLLATERAL AGENT, ENGLEWOOD, CO
Debtors	INSIGHT ENTERPRISES, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	06/08/2016
Filing Number	200614290252
Received Date	07/14/2016
Original Filing Date	07/06/2006
Original Filing Number	200614290252
Secured Party	HEWLETT-PACKARD COMPANY, PALO ALTO, CA

Debtors	INSIGHT CANADA, INC., TEMPE, AZ
Filing Office	SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ

UCC Filing - Original

Filing Date	01/22/2013
Filing Number	2013 0262627
Received Date	02/14/2013
Collateral	Assets including proceeds and products
Secured Party	BANK ONE, NA, AS AGENT, CHICAGO, IL
Debtors	INSIGHT ENTERPRISES, INC., TEMPE, AZ
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	04/30/2012
Filing Number	2012 1663311
Received Date	05/24/2012
Collateral	All Assets including proceeds and products
Secured Party	WELLS FARGO CAPITAL FINANCE, LLC, AS COLLATERAL AGENT, ENGLEWOOD, CO
Debtors	INSIGHT ENTERPRISES, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	01/25/2011
Filing Number	200614290252
Received Date	02/08/2011
Original Filing Date	07/06/2006
Original Filing Number	200614290252
Secured Party	HEWLETT-PACKARD COMPANY, PALO ALTO, CA
Debtors	INSIGHT CANADA, INC., TEMPE, AZ
Filing Office	SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ

UCC Filing - Amendment

Filing Date	10/02/2008
Filing Number	200614290252
Received Date	11/10/2008
Collateral	Inventory including proceeds and products - Account(s) including proceeds and products - Chattel paper including proceeds and products - General intangibles(s) including proceeds and products - and OTHERS
Original Filing Date	07/06/2006
Original Filing Number	200614290252
Secured Party	HEWLETT-PACKARD COMPANY, PALO ALTO, CA
Debtors	INSIGHT CANADA, INC.
Filing Office	SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ

UCC Filing - Original

Filing Date	06/02/2006
Filing Number	011021891
Received Date	06/21/2006
Collateral	Account(s) and proceeds - Computer equipment and proceeds - Business machinery/equipment and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds
Secured Party	BAL GLOBAL FINANCE, LLC, TROY, MI
Secured Party	BANC OF AMERICA LEASING & CAPITAL, LLC, TROY, MI
Debtors	INSIGHT DIRECT USA, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL

UCC Filing - Original

Filing Date	06/01/2006
Filing Number	011016448
Received Date	06/21/2006
Collateral	Leased Unspecified
Secured Party	BAL GLOBAL FINANCE, LLC, TROY, MI
Secured Party	BANC OF AMERICA LEASING & CAPITAL, LLC, TROY, MI
Debtors	INSIGHT DIRECT USA, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL

UCC Filing - Original

Filing Date	01/10/2006
Filing Number	200614038234
Received Date	02/14/2006
Collateral	AGREEMENTS
Secured Party	WELLS FARGO FINANCIAL LEASING, INC., NEWPORT BEACH, CA
Debtors	INSIGHT DIRECT USA, INC.
Filing Office	SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ

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There may be additional UCC Filings in D&Bs file on this company available by contacting 1-800-234-3867.

There may be additional suits, liens, or judgments in D&B's file on this company available in the U.S. Public Records Database, also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

Special Events

SPECIAL EVENTS

Date	Event Description
04/11/2022	**OFFICER CHANGE: According to published reports, Insight Enterprises announced the appointment of Sumana Nallapati as chief information officer replacing Jeff Shumway.**
04/05/2022	**Business address has changed from 6820 S Harl Ave, Tempe, AZ, 85283 to 2701 E Insight Way, Chandler, AZ, 85286.**

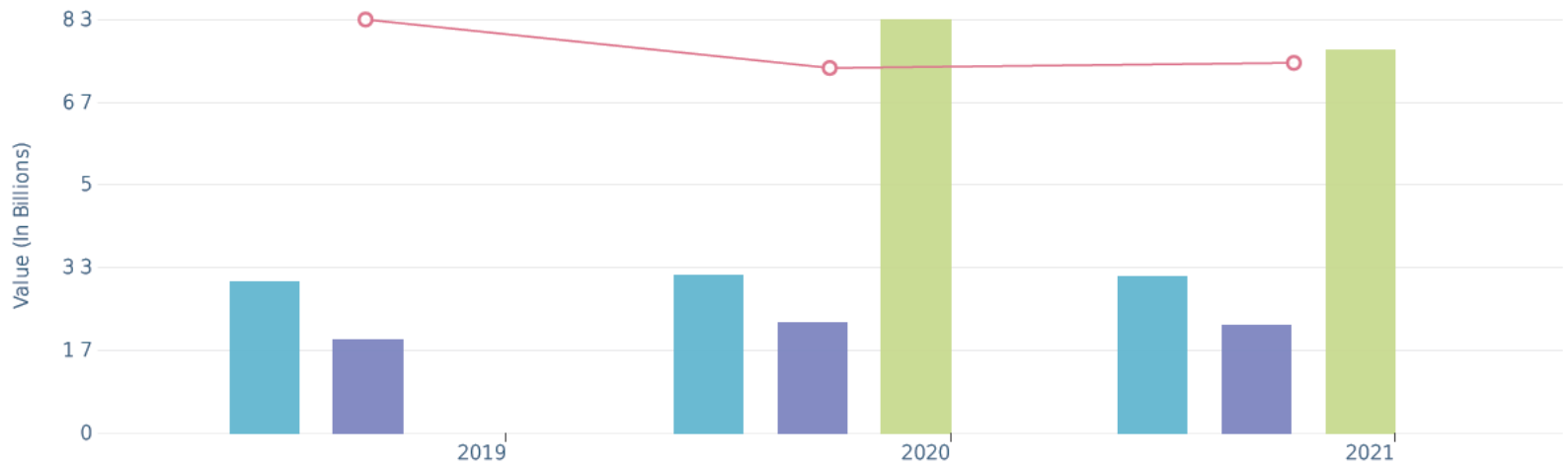
Date	Event Description
02/21/2022	BOARD OF DIRECTORS UPDATE: According to published reports, Insight Enterprises, Inc. announced that it has named Alexander L. Baum as an independent director to its board.
02/10/2022	EARNINGS UPDATE: According to published reports, comparative operating results for the 12 months ended December 31, 2021: Sales of $9,436,113,000, Net Income of $219,345,000; compared to Sales of $8,340,579,000, Net Income of $172,640,000 for the comparable period in the prior year.
11/13/2021	EARNINGS UPDATE: According to published reports, comparative operating results for the 9 months ended September 30, 2021: Sales of $6,870,090,000, Net Income of $157,212,000; compared to Sales of $6,049,264,000, Net Income of $119,252,000 for the comparable period in the prior year.

Financials - D&B

Financials

Source: D&B | Currency: All figures shown in USD unless otherwise stated

FINANCIAL STATEMENT COMPARISON



	Interim Consolidated 03/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019	Last 3 years
Current Assets	3,153,693,000	3,176,450,000	3,048,032,000	
Current Liabilities	2,175,072,000	2,227,464,000	1,883,528,000	
Tangible Net Worth	1,383,166,000	1,342,429,000	1,160,318,000	
Sales	-	8,340,579,000	7,731,190,000	
Net Income	-	172,640,000	159,407,000	
Current Ratio	1.45	1.43	1.62	
Working Capital	978,621,000	948,986,000	1,164,504,000	
Other Assets	1,100,914,000	1,134,282,000	1,130,147,000	
Long Term Liabilities	696,369,000	740,839,000	1,134,333,000	

STATEMENT INFORMATION

Source Information	Statement obtained in outside quarters. Statement obtained from Securities and Exchange Commission. Prepared from statement(s) by Accountant: KPMG LLP, Phoenix, Arizona.
Statement Explanation	Explanations: The net worth of this company includes intangibles.

Financials

Source: D&B | Currency: All figures shown in USD unless otherwise stated

BALANCE SHEET

Balance Sheet

Assets

Current Assets	Fiscal 12/31/2021	Fiscal 12/31/2020	Last 2 years
Accounts Receivable	USD 2,936,732,000	USD 2,583,716,000	
Cash	USD 103,840,000	USD 138,753,000	
Other Current Assets	USD 199,638,000	USD 177,927,000	
Inventory	USD 328,101,000	USD 253,297,000	
Total Current Assets	USD 3,568,311,000		

Long Term Assets	Fiscal 12/31/2021	Fiscal 12/31/2020	Last 2 years
Intangible Assets-Net	USD 214,788,000	USD 239,833,000	
Property, Plant, Fixtures & Equipment	USD 176,263,000	USD 148,531,000	
Goodwill	USD 428,346,000	USD 429,757,000	
Other long term assets	USD 301,372,000	USD 282,793,000	
Total Assets	USD 4,689,080,000		

Liabilities

Total Current Liabilities	Fiscal 12/31/2021	Fiscal 12/31/2020	Last 2 years
Accounts Payable-Inventory Fin	USD 311,878,000	-	
Accruals	USD 423,489,000	USD 404,995,000	
Current Portion Of Long Term Debt	USD 36,000	USD 830,000	
Accounts Payable	USD 1,779,854,000	USD 1,460,172,000	
Total Current Liabilities	USD 2,515,257,000		

Long Term Liabilities	Fiscal 12/31/2021	Fiscal 12/31/2020	Last 2 years
ACCUM OTHER COMPREHENSIVE LOSS	(USD 27,094,000)	(USD 15,535,000)	
Other Long Term Liabilities	USD 255,953,000	USD 246,005,000	
Preferred Stock	USD 349,000	-	
Long-Term Debt	USD 361,570,000	USD 416,401,000	
Retained Earnings	USD 1,167,690,000	USD 1,036,413,000	
Additional Paid In Capital / Capital Surplus	USD 368,282,000	USD 361,935,000	
Deferred Income Taxes	USD 47,073,000	USD 33,963,000	
Total Liabilities & Net Worth	USD 4,689,080,000		

PROFIT AND LOSS INFORMATION

Date	Description
12/31/2021	From JAN 01 2021 to DEC 31 2021 annual sales $9,436,113,000; cost of goods sold $7,988,556,000. Gross profit $1,447,557,000; operating expenses $1,115,496,000. Operating income $332,061,000; other income $1,012,000; other expenses $40,516,000; net income before taxes $292,557,000; Federal income tax $73,212,000; net income $219,345,000.
12/31/2020	From JAN 01 2021 to MAR 31 2021 sales $2,193,068,000; cost of goods sold $1,861,594,000. Gross profit $331,474,000; operating expenses $264,450,000. Operating income $67,024,000; other expenses $10,357,000; net income before taxes $56,667,000; Federal income tax $13,499,000. Net income $43,168,000.

Financial Ratios

Source: Edgar | Currency: All figures shown in USD unless otherwise stated

BALANCE SHEET

Solvency Ratios	Fiscal Consolidated 12/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019
Current Ratio	1.42	1.43	1.62
Quick Ratio	1.21	1.26	1.39
Current Liabilities to Net Worth (%)	166.66	165.93	162.33

Total Liabilities/Net Worth (%)	210.69	221.11	260.09
Current Liabilities to Inventory (%)	766.61	1,199.82	987
Fixed Assets to Net Worth (%)	11.68	10.88	11.28
Cash Ratio	0.04	0.06	0.06

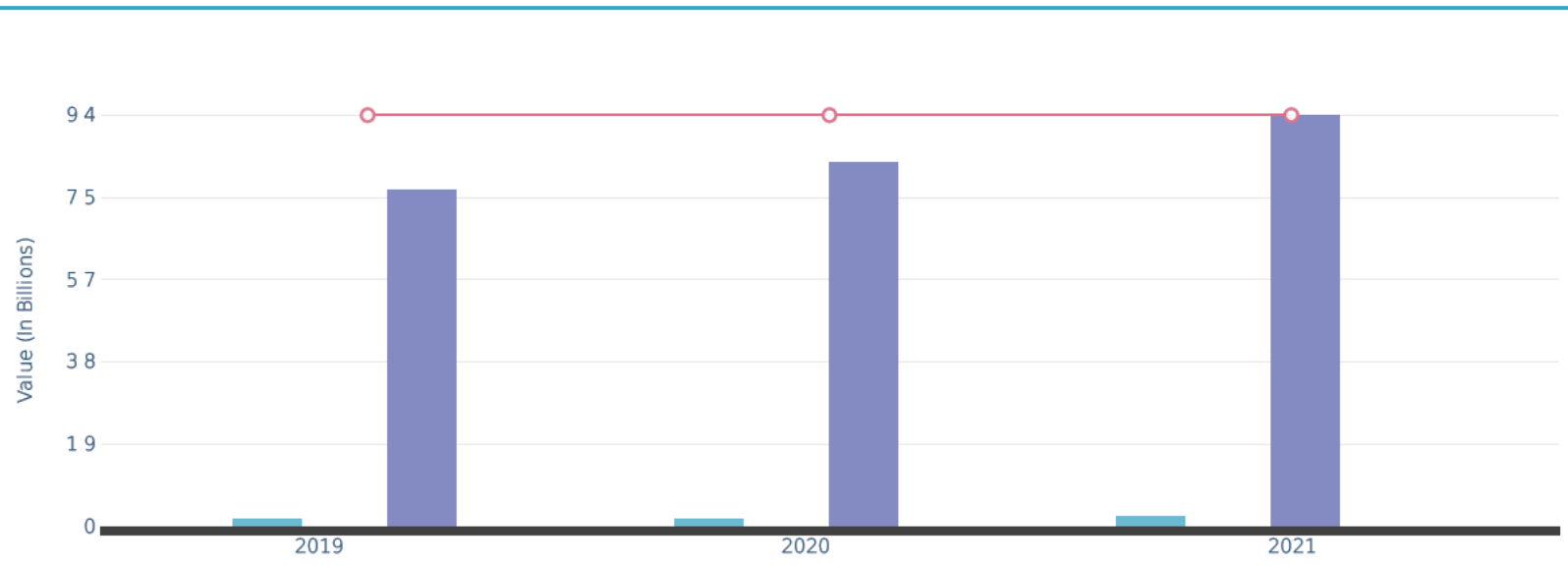
Efficiency Ratios	Fiscal Consolidated 12/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019
Accounts Payable to Sales Ratio	0.27	0.27	0.24
Sales to Working Capital Ratio	8.96	8.79	6.64
Sales To Inventory (%)	2,875.98	4,492.64	4,051.29
Assets/Sales	49.69	51.68	54.04
ROCE (%)	15.32	12.96	10.47

Profitability Ratios	Fiscal Consolidated 12/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019
Return On Net Worth (%)	14.53	12.86	13.74
Return on Assets (%)	4.68	4	3.82
Return on Sales (%)	3.53	3.24	3.11
Gross Profit Margin (%)	15.34	15.59	14.72
Operating Margin (%)	3.52	3.26	3.11
Pre-Tax Profit Margin (%)	3.1	2.74	2.74
Profit Margin (%)	2.32	2.07	2.06
Pre-Tax Return on Equity (%)	19.38	17.02	18.25
After Tax Return on Equity (%)	14.53	12.86	13.74
Operating Income to Interest Ratio	8.2	6.53	8.45

Leverage Ratios	Fiscal Consolidated 12/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019
EBITDA to EBIT Ratio	1.22	1.3	1.22
Debt to Income Ratio	14.5	17.19	18.93
Debt to Equity Ratio	2.11	2.21	2.6
Equity Ratio (%)	32.19	31.14	27.77
Interest Coverage Ratio	8.22	6.49	8.43
Interest Coverage to EBITDA Ratio	10.01	8.46	10.29

Income Statement

Source: Edgar | Currency: All figures shown in USD unless otherwise stated



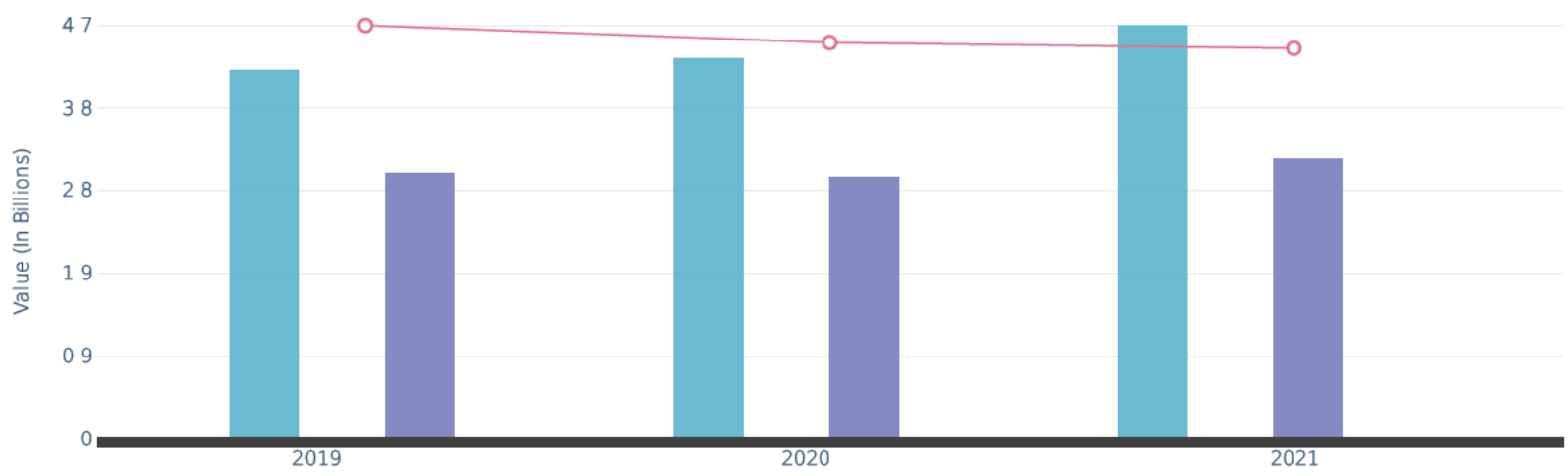
	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Last 3 years
Sales (Revenue)	9,436,113,000	8,340,579,000	7,731,190,000	
Cost of Revenue	7,988,556,000	7,040,637,000	6,593,092,000	
Gross Profit	1,447,557,000	1,299,942,000	1,138,098,000	
Sales and General Admin	1,117,130,000	1,013,765,000	880,737,000	
Research and Development Expense	-	-	-	-
Non-Recurring Expenses	(1,634,000)	14,602,000	16,767,000	
Other Operating Items	-	-	-	-

Operating Income	332,061,000	271,575,000	240,594,000	
Net Total Other Income and Expenses	1,012,000	(1,529,000)	(400,000)	
Earnings Before Interest and Taxes	333,073,000	270,046,000	240,194,000	
Interest Expense	40,516,000	41,594,000	28,478,000	
Earnings Before Tax	292,557,000	228,452,000	211,716,000	
Income Tax Expense	73,212,000	55,812,000	52,309,000	
Equity Earnings or Loss	-	-	-	-
Minority Interest Expense	-	-	-	-
Net Income from Continuing Operations	219,345,000	172,640,000	159,407,000	
Discontinued Operations	-	-	-	-
Effect of Accounting Changes	-	-	-	-
Extraordinary Items	-	-	-	-
Net Income	219,345,000	172,640,000	159,407,000	
Preferred Stocks & Other Adjustments	-	-	-	-
Net Income Applicable to Common Shares	219,345,000	172,640,000	159,407,000	

Balance Sheet

Source: Edgar | Currency: All figures shown in USD unless otherwise stated

FINANCIAL STATEMENT COMPARISON



Assets	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Trends
Cash and Cash Equivalents	103,840,000	128,313,000	114,668,000	
Short Term Investments	-	-	-	-
Net Trade Receivables	2,936,732,000	2,685,448,000	2,511,383,000	
Inventory	328,101,000	185,650,000	190,833,000	
Other Current Assets	199,638,000	177,039,000	231,148,000	
Total Current Assets	3,568,311,000	3,176,450,000	3,048,032,000	
Fixed Assets	176,263,000	146,016,000	130,907,000	
Long Term Investments	-	-	-	-
Deferred Long Term Asset Charges	-	-	-	-
Other Assets	301,372,000	311,983,000	305,507,000	
Goodwill	428,346,000	429,368,000	415,149,000	
Total Assets	4,689,080,000	4,310,732,000	4,178,179,000	
Accumulated Amortization	-	-	-	-
Intangible Assets	214,788,000	246,915,000	278,584,000	

Liabilites	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Trends
Accounts Payable	2,515,221,000	2,226,359,000	1,881,837,000	
Short Term and Current Long Term Debt	36,000	1,105,000	1,691,000	
Other Current Liabilities	-	-	-	-
Total Current Liabilities	2,515,257,000	2,227,464,000	1,883,528,000	
Long Term Debt	361,570,000	437,581,000	857,673,000	
Deferred Long Term Liability	47,073,000	33,209,000	44,633,000	

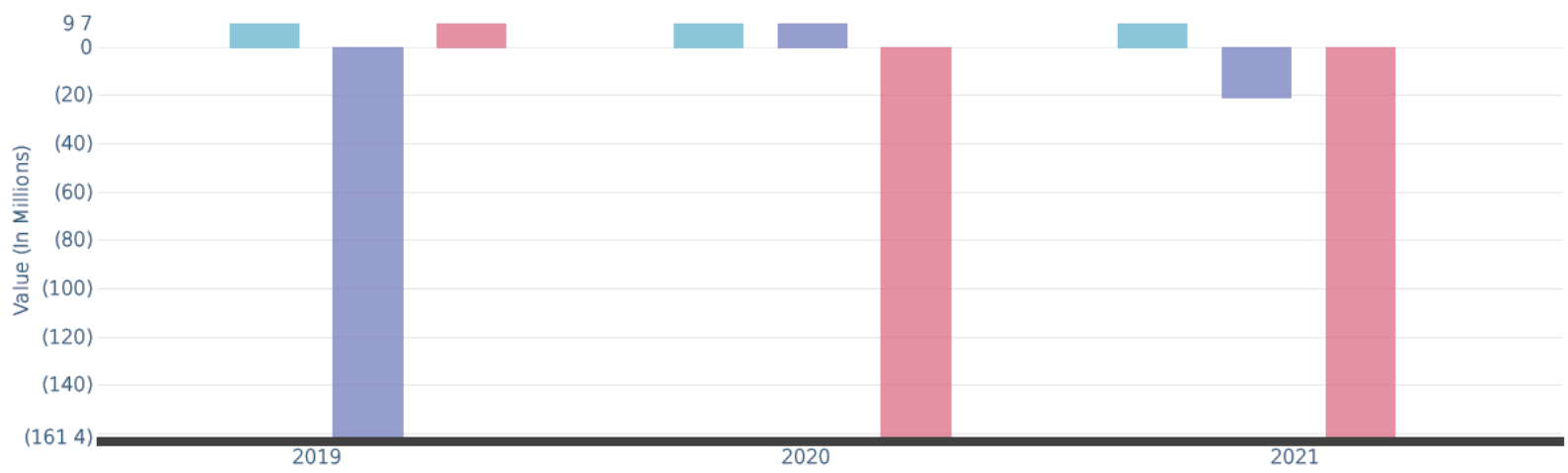
Charges				
Negative Goodwill	-	-	-	-
Minority Interest	-	-	-	-
Other Liabilities	255,953,000	270,049,000	232,027,000	
Misc Stocks, Options & Warrants	-	-	-	-
Total Liabilities	3,179,853,000	2,968,303,000	3,017,861,000	

Shareholder's Equity	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Trends
Preferred Stocks	0	0	0	-
Common Stocks	349,000	351,000	353,000	
Retained Earnings	1,167,690,000	993,245,000	841,097,000	
Treasury Stocks	-	-	-	-
Capital Surplus	368,282,000	364,288,000	357,032,000	
Other Equity	(27,094,000)	(15,455,000)	(38,164,000)	
Total Equity	1,509,227,000	1,342,429,000	1,160,318,000	

Cash Flow

Source: Edgar | Currency: All figures shown in USD unless otherwise stated

CASH FLOW



	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Last 3 years
Depreciation	72,296,000	81,777,000	52,861,000	
Net Income Adjustments	34,662,000	20,916,000	33,402,000	
Changes in Liabilities	293,458,000	204,452,000	118,978,000	
Changes in Accounts Receivables	289,009,000	132,599,000	118,971,000	
Changes in Inventories	148,941,000	(1,029,000)	(11,944,000)	
Changes in Other Operating Activities	18,100,000	(7,367,000)	129,745,000	
Net Cash Flows - Operating Activities	163,711,000	355,582,000	127,876,000	
Capital Expenditures	52,079,000	24,184,000	69,086,000	
Investments	-	-	-	-
Other Cash Flows from Investing Activities	31,005,000	33,890,000	(664,287,000)	
Net Cash Flows - Investing Activities	(21,074,000)	9,706,000	(733,373,000)	
Dividends Paid	-	-	-	-
Sale and Purchase of Stock	(50,000,000)	(25,000,000)	6,541,000	
Net Borrowings	(87,000,000)	(431,384,000)	697,221,000	
Other Cash Flows from Financing Activities	(10,030,000)	(8,661,000)	(9,396,000)	
Net Cash Flows - Financing Activities	(161,385,000)	(361,791,000)	577,587,000	
Effect of Exchange Rate	(5,857,000)	10,788,000	(86,000)	
Change in Cash and Cash Equivalents	(24,605,000)	14,285,000	(27,996,000)	

Company Profile

COMPANY OVERVIEW

D-U-N-S
87-638-3589

Legal Form
Corporation (US)

History Record
Clear

Date Incorporated
06/04/1991

Business Commenced On
1988

State of Incorporation
DELAWARE

Ownership
Public: NSIT(NGS)

Mailing Address
UNITED STATES

Telephone
+1 (480) 333-3000

Website
www.insight.com

Present Control Succeeded
1988

SIC
73790200

NAICS
541512

Annual Sales
US$ 9,436,113,000

Net Worth
US$ 1,509,227,000

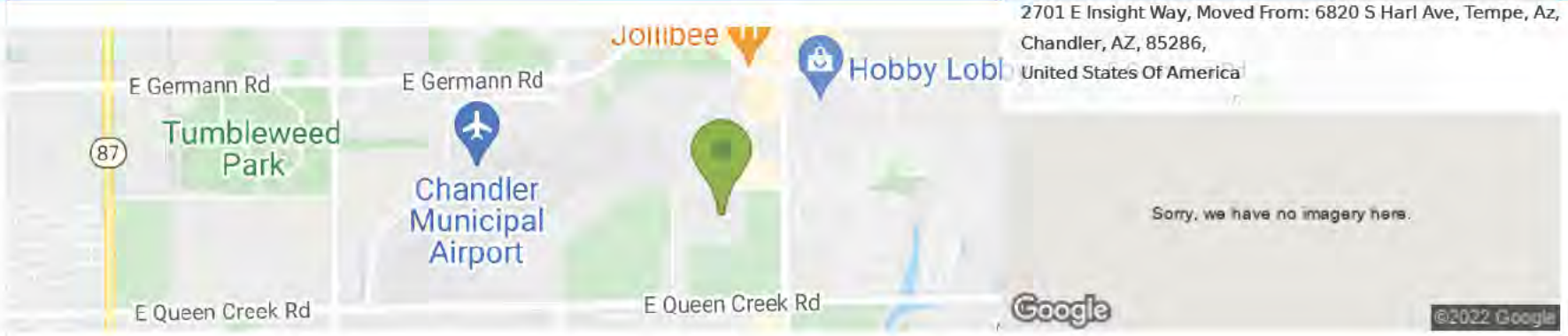
Employees
11,006

Age (Year Started)
34 Years(1988)

Named Principal
Kenneth T Lamneck, PRES-CEO

Line of Business
Computer related services

Street Address:
2701 E Insight Way, Moved From: 6820 S Harl Ave, Tempe, Az,
Chandler, AZ, 85286,
United States Of America



BUSINESS REGISTRATION

Corporate and business registrations reported by the secretary of state or other official source as of: 2012-04-21
This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

Registered Name	INSIGHT ENTERPRISES, INC.
Corporation Type	Corporation (US)
State of Incorporation	DELAWARE
Date Incorporated	06/04/1991
Registration ID	2264818
Registration Status	STATUS NOT AVAILABLE
Filing Date	06/04/1991
Where Filed	SECRETARY OF STATE/CORPORATIONS DIVISION

Registered Agent

Name	CORPORATION SERVICE COMPANY
Address	2711 CENTERVILLE ROAD SUITE 400, WILMINGTON, DE, 198080000

PRINCIPALS

Officers

KENNETH T LAMNECK, PRES-CEO+
TIMOTHY A CROWN, NON EXEC CHB+
GLYNIS A BRYAN, CFO
RACHAEL BERTRANDT, CAO-GLOBAL CORP CONTRL
SAMUEL C COWLEY, SR V PRES-GENERAL COUNSEL-SEC
SUMANA NALLAPATI, CIO

Directors

DIRECTOR(S): The officers identified by (+) and Richard E Allen, Bruce W Armstrong, Linda M Breard, Catherine Courage, Anthony A Ibarguen, Kathleen S Pushor, Girish Rishi and Alexander L Baum.

COMPANY EVENTS

The following information was reported on: 04/11/2022

The Delaware Secretary of State's business registrations file showed that Insight Enterprises, Inc. was registered as a Corporation on June 4, 1991, under the file registration number 2264818.

Business started 1988.

The company (Insight) began operations in Arizona in 1988, incorporated in Delaware in 1991 and completed its initial public offering (IPO) in 1995. The company was formerly known as Insight Distribution Network, Inc.

The company's common stock is traded on The NASDAQ Global Select Market under the symbol "NSIT". As of February 12, 2021, there were 46 stockholders of record. As of March 15, 2021, those shareholders identified by the company as beneficially owning 5% or more of the outstanding shares were: BlackRock, Inc. (16.50%); FMR LLC (15.00%); The Vanguard Group (10.63%); and Dimensional Fund Advisors LP (7.30%). As of the same date, officers and directors as a group beneficially owns 1.94% of the outstanding shares.

RECENT EVENT.

On August 30, 2019, the company completed its acquisition of PCM, Inc. acquiring 100% of the issued and outstanding shares of PCM for a cash purchase price of $745,562,000, which included cash and cash equivalents acquired of $84,637,000 and the payment of PCM's outstanding debt.

KENNETH T LAMNECK. Director since 2010. He was appointed President and CEO of the company effective January 2010.

TIMOTHY A CROWN. Director since 1994. He assumed the position of Non-Executive Chair of the Board in November 2004. He is a co-founder of the company.

GLYNIS A BRYAN. She joined the company in December 2007 as the company's CFO.

JEFFERY SHUMWAY. He served as the company's Chief Information Officer (CIO). He joined the company September 2005 as a consulting information systems analyst. He held various positions of increasing responsibility at the company including Vice President of Application Development from August 2010 to September 2017 and Senior Vice President of Global IT Operations from October 2017 until May 2019, when he was promoted to Global CIO.

RACHAEL A BERTRANDT CRUMP. She joined Insight in December 2016 as Vice President of Finance, Controller - North America and was appointed Principal Accounting Officer (CAO) and Global Corporate Controller in September 2018. She is a CPA. Prior to joining Insight, she served as the Senior Director Controller, Global Accounting at Amkor Technology, Inc. from 2006 to 2016.

SAMUEL C COWLEY. He joined the company in June 2016 as Senior Vice President and General Counsel. Prior to joining Insight, he served as General Counsel and Vice President, Business Development of Prestige Brands Holdings, Inc. from February 2012 to June 2016. He previously served as Executive Vice President, Business Development and General Counsel of Matrixx Initiatives, Inc. and Executive Vice President and General Counsel of Swift Transportation Co., Inc.

RICHARD E ALLEN. Director since 2012. He served at J.D. Edwards & Company from 1985 to 2004, most recently as the Executive Vice President, Finance and Administration.

BRUCE W ARMSTRONG. Director since 2016. Since 2015, he has served as an Operating Partner at Khosla Ventures.

LINDA M BREARD. Director since 2018. She is a CPA. From February 2017 to July 2017, she served as the Executive Vice President and CFO of Kaiser Foundation Health Plan of Washington.

CATHERINE COURAGE. Director since 2016. Since October 2016, she has served as the Vice President of Experience for Ads and Commerce at Google.

ANTHONY A IBARGUEN. Director since 2008. He has served as CEO of Quench USA, Inc., since October 2010.

KATHLEEN S PUSHOR. Director since 2005. She has operated an independent consulting practice since June 2009.

GIRISH RISHI. Director since 2017. He is CEO of Blue Yonder.

ALEXANDER L BAUM. Antecedents are unknown.

SUMANA NALLAPATI. Antecedents are unknown.

ANNOUNCED BUSINESS MOVE: On November 1, 2019, the company completed the purchase of real estate in Chandler, Arizona for approximately $48,000,000 that it intends to use as its global corporate headquarters. The property contains a building and some infrastructure in place that the company expects will be ready for its use in 2022.

Business address has changed from 6820 S Harl Ave, Tempe, AZ, 85283 to 2701 E Insight Way, Chandler, AZ, 85286.

BUSINESS ACTIVITIES AND EMPLOYEES

The following information was reported on: 04/11/2022

Business Information

Trade Names	INSIGHT
Description	The company provides information technology hardware, software, and services solutions. It provides solutions to gain insights to network enabled devices, and spots patterns and trends through mass analysis; custom applications to help clients create disruption; custom-developed mobile, cloud, and IoT applications; and custom-developed solutions to help clients review actionable insights within their data, including artificial intelligence for prediction, optimization, cognitive, and vision services. The company also offers various services, such as hybrid cloud, migration and consolidation, workload-platform alignment, converged/hyper converged solutions, and software-defined data center; data platform modernization services; integrated network and security solutions; and consulting, professional, managed, and support services. In addition, it sources, procures, stages, configures, integrates, tests, refurbishes, and redeploys IT products spanning endpoints to infrastructure; and offers software life cycle, and hardware warranty and software maintenance services. Further, the company provides desktop, notebook, tablet, and mobile devices coupled with cloud-based productivity solutions; workplace services, including virtual technical support, remote service desk and automated self-service solutions; and procures, stages, provides, manages, and disposes hardware assets. Additionally, it sells hardware and software products. Terms are cash and Net 30 days. Sells to commercial concerns. Territory : International.
Employees	11,006 which includes officer(s). Undetermined employed here.

Business Information	
Financing Status	Secured
Financial Condition	Fair
Seasonality	The company experience some seasonal trends in its sales of IT hardware, software and services. For example: software sales are typically higher in the company's second and fourth quarters, particularly the second quarter. Business clients, particularly larger enterprise businesses in the United States, tend to spend more in the company's fourth quarter and less in the first quarter; sales to the federal government in the United States are often stronger in the company's third quarter, while sales in the state and local government and education markets are stronger in the company's second quarter. Sales to public sector clients in the United Kingdom are often stronger in the company's first quarter. These trends create overall seasonality in its consolidated results such that sales and profitability are expected to be higher in the second and fourth quarters of the year.
Facilities	Occupies premises in a building.

Related Concerns

SIC/NAICS Information

Industry Code	Description	Percentage of Business
7379	Computer related services	-
73790200	Computer related consulting services	-
50650202	Electronic tubes: receiving and transmitting, or industrial	-
50650200	Communication equipment	-
50450100	Computer peripheral equipment	-

NAICS Codes	NAICS Description
541512	Computer Systems Design Services
423690	Other Electronic Parts and Equipment Merchant Wholesalers
423690	Other Electronic Parts and Equipment Merchant Wholesalers
423430	Computer and Computer Peripheral Equipment and Software Merchant Wholesalers

GOVERNMENT ACTIVITY

Activity Summary	
Borrower(Dir/Guar)	No
Administrative Debt	No
Contractor	No
Grantee	No
Party excluded from federal program(s)	No

Your Information

Record additional information about this company to supplement the D&B information.

> Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

In Folders: View

Account Number	Endorsement/Billing Reference *	Sales Representatives
	robert.yellowhair@insight.com	
Credit Limit	**Total Outstanding**	
0	0	

Last Login : 04/26/2022 07:07:01 AM

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OMNIA Partners, Public Sector Cooperative Purchasing Organization

Insight PUBLIC SECTOR

Appendix E - Marketing Collateral



Why Insight and OMNIA Partners?

At Insight Public Sector, we define, architect, implement and manage Insight Intelligent Technology Solutions™ that help your organization run smarter. Our strong supply chain optimization and workplace solutions combined with our data center transformation expertise and modernized applications keep business running, foster flexible work environments and put you at the forefront of innovation.

- Exclusive access to low pricing through the public sector contracts
- Experienced IT specialists ready to help
- Strong client relationships that support your entire IT lifecycle
- Customized solutions that drive efficiency and reduce costs
- Flexible, convenient ways to manage technology through leasing

Official contract:

Technology Products, Services, Solutions, and Related Products and Services

Contract number:

4400006644

Start date:

May 1, 2016

Current end date:

April 30, 2023

Competitively solicited through Fairfax County, VA (Lead Public Agency)

How our OMNIA Partners contract helps your organization

As a contract holder in the OMNIA Partners (formerly U.S. Communities) portfolio, Insight is uniquely positioned to sell both technology products and IT services, including solutions from Apple, Cisco, Citrix, Commvalut, Dell EMC, Hewlett Packard Enterprise, HP Inc., Microsoft, Lenovo, NetApp, Panasonic, Symantec, Veritas and VMware.

By taking advantage of our competitively solicited contract for Technology Products, Services, Solutions, and Related Products and Services available through OMNIA Partners, you're assured our best available price on our full portfolio of products and solutions.

- Save time and money with no user fees or comparison shopping.
- Eliminate duplicated efforts by countless agencies.
- Leverage economies of scale with no minimum purchase requirements.

Insight Public Sector: The perfect partner for government

Modern Work-place	Intelligent Edge	Modern Apps	Data and AI	Modern Infrastructure	Cybersecurity
Modern endpoint provisioning & management	Artificial intelligence	Align business with defined framework	AI-enhanced workflow management	Automation management	Carrier and connectivity services
Product Lifecycle services	Internet of Things (IoT)	Agile development cycle	Automate repetitive work	As a Service and Storage	Community wireless broadband
End user support	Insight Connected Platform	Optimize operations	Onboard data	Converged and Hyperconverged infrastructure (CI/HCI)	Digital architecture acceleration program
Adoption & employee experience	Computer vision		Reduce waste with real-time analytics	Hybrid Cloud	Software-defined data center
UCaaS & CCaaS				Platform migration and consolidation	Selling security toolkit

About OMNIA Partners

OMNIA Partners, Public Sector, is the nation's largest and most experienced cooperative purchasing organization dedicated to public sector procurement. Its immense purchasing power and world-class suppliers have produced a comprehensive portfolio of cooperative contracts and partnerships, making OMNIA Partners the most valued and trusted resource for organizations nationwide.

Through the economies of scale created by OMNIA Partners, participants now have access to an extensive portfolio of competitively solicited and publicly awarded agreements. The lead agency contracting process continues to be the foundation on which the organization is founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education and K–12 education organizations, as well as nonprofits.

For more information, visit omniapartners.com/publicsector.

About Insight Public Sector

Insight Public Sector is proud to have served public entities for more than 20 years. We offer hardware and software from the world's leading manufacturers and publishers, in addition to advanced IT services and solutions.

Our mission is simple: to assist state, local and federal government agencies, educational institutions, public safety entities and nonprofit organizations in leveraging technology to cost-effectively deliver on their mission to the public.

To learn more ways Insight can help you deliver on your mission to the public, contact us at 800.546.0578 or omnia@insight.com. You can also visit IPS.insight.com/omnia.

Insight PUBLIC SECTOR | Cloud + Data Center Transformation



Case Study

U.S. County Brings Free Public Wi-Fi to More Than 30,000+ Rural, Low-Income Students and Workers

The client

A county government in a Southern U.S. state was facing extreme pressure to complete a Wi–Fi project by Dec. 31, 2020 (the deadline for CARES Act Funds spending). The county shortened the procurement cycle by avoiding a full RFP, and instead, they leveraged Insight Public Sector's existing OMNIA Partners contract — saving an estimated four weeks of time.

The challenge: Narrowing the digital divide at a critical time

As the COVID-19 pandemic has swept through the country, various regions and demographics have been hit harder than others. The county had received critical funding as a part of federal government aid and needed to apply these funds strategically to navigate its most pressing challenges.

Each city within the county had claimed its portion of the federal aid to support its citizens; however, residents located outside of city limits had a different set of challenges. Unlike city dwellers, the county's rural population lacked internet access and is generally living on the less privileged side of the so-called digital divide.

As a result of the pandemic and social distancing guidelines, the county needed to embrace both remote work and distance education. But without proper internet access at home, launching these initiatives proved to be a daunting challenge.

Industry:

Government

Insight provided:

- Multilayered network design
- Planning and deployment of a reliable wireless network
- Electrical remediation services and tower construction
- Ongoing network monitoring and maintenance
- Professional services

Three layer network approach:

1. Fiber and wireless pointto-point (PTP) equipment connects base stations
2. Wireless Point-to-MultiPoint (PTMP) extends connectivity to the street level.
3. Wi-Fi mesh nodes with rooftop mesh access points (RAPs) and mesh access points (MAPs) extend to the client level.

The solution: A multiphased approach and multilayered network with ongoing expert support

The county requested Insight propose a solution for strategy, design and deployment of a free public internet access Wi-Fi network across several precincts. The Insight Cloud + Data Center Transformation (CDCT) team, in collaboration with SmartWAVE, was selected to help the county with this large-scale and time-sensitive project.

As of August 2020, the Insight services team is in the process of multiphased project delivery planned to occur over a couple of months. This includes planning, design, electrical remediation, and tower construction and installation. Each phase addresses the core and access network and wireless network, including radio frequency (RF) analysis and field site surveying. The new multivendor network is comprised of Cisco, Palo Alto Networks and Ruckus® wireless mesh.

Our team is also providing the county with three years of ongoing support services to respond to issues as they arise and maintain the network for peak performance. This includes monitoring, data analytics, optimization, software updates and engineering support.

The result: Broad, free internet access to support education and remote work

Through working with Insight and SmartWAVE, the county can provide free public Wi-Fi internet access to more than 30,000 students and teleworkers. The network design has built-in safety and compliance features to ensure user and business data and privacy are protected.

Our three-layer network design leveraged as much existing infrastructure as possible — water tanks, light and telephone poles — to expedite services delivery and control costs. Insight's engineering services will help the county continue to deliver reliable, secure internet access to residents in need for years to come.

About Insight Public Sector

At Insight Public Sector, we help organizations of all sizes navigate complex challenges through our four key solution areas: Digital Innovation, Cloud + Data Center Transformation, Connected Workforce and Supply Chain Optimization. With deep expertise and end-to-end capabilities, we'll help you manage today's priorities and prepare for tomorrow's needs.

About OMNIA Partners

OMNIA Partners is a leading group purchasing organization (GPO) in procurement and supply chain management. Comprised of four subsidiaries: Corporate United, Prime Advantage, National IPA and U.S. Communities, OMNIA Partners serves over 35 industries in both the private and public sector.

Benefits:

Free public Wi-Fi access to
30,000+
students and remote workers

Secure, wireless network design

Cost-effective solution leveraging existing infrastructure

Eliminates aspects of the growing digital divide at an important time

Well-maintained and optimized network through an expert support team

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Insight. PUBLIC SECTOR | Cloud + Data Center Transformation

OMNIA PARTNERS

IPS.insight.com

BID SUBMITTAL FORM

SUBMIT BID/PROPOSAL TO:
Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060

BID/PROJECT NUMBER: 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

DELIVERY DEADLINE: OCTOBER 13, 2022 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

Bid Opening Date: October 13, 2022 @ 2:00 P.M. in the Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, Georgia, 30060.

BUSINESS NAME AND ADDRESS INFORMATION:

Company name: Insight Public Sector, Inc.

Contact name: Erica Falchetti

Company address: 13755 Sunrise Valley Drive, Suite #750, Herndon, VA 20171

E-mail address: Erica.Falchetti@Insight.com

Phone number: 480.333.3071 **Fax number:** 480.760.9488

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

Lisanne Steinheiser — Global Compliance Officer
(PLEASE PRINT/TYPE) NAME — TITLE

SIGNATURE OF OFFICER ABOVE: _____
(SIGNATURE)

TELEPHONE: 480.333.3012 FAX: 480.760.9488

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: Not Applicable

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE (UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)
Will be communicated to end user at time of order placement.

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number **23-6692**; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178),** by the undersigned bidder. This offer shall remain open for acceptance for a period of 90 calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

Cobb County...Expect the Best!

REQUEST FOR PROPOSALS

Sealed Bid # 23-6692
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Bid Opening Date: October 13, 2022

Pre-Proposal Meeting via WebEx: September 14, 2022 at 3:00 PM Eastern
Join from meeting link
https://cobbcounty.webex.com/cobbcounty/j.php?MTID=m6334e0c9e0f46364cc2157383bc375a6
Meeting number (access code): 2317 292 4027
Meeting password: fxZKmmi3p93
Join by phone
+1-415-655-0004 US Toll

Proposals Are Received in the Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060

Before 12:00 (Noon) By the Bid Opening Date

Proposal Will Be Opened in the Cobb County Purchasing Department at 2:00 pm
122 Waddell Street NE
Marietta, GA 30060

VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL, TWO (2) COPIES & TEN (10) FLASH DRIVES OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)

NAME: Insight Public Sector, Inc.

ADDRESS: 13755 Sunrise Valley Drive, Suite #750, Herndon, VA 20171

REPRESENTATIVE: Erica Falchetti

PHONE: 480.333.3071 FAX: 480-760.9488

E-MAIL Erica.Falchetti@Insight.com

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.

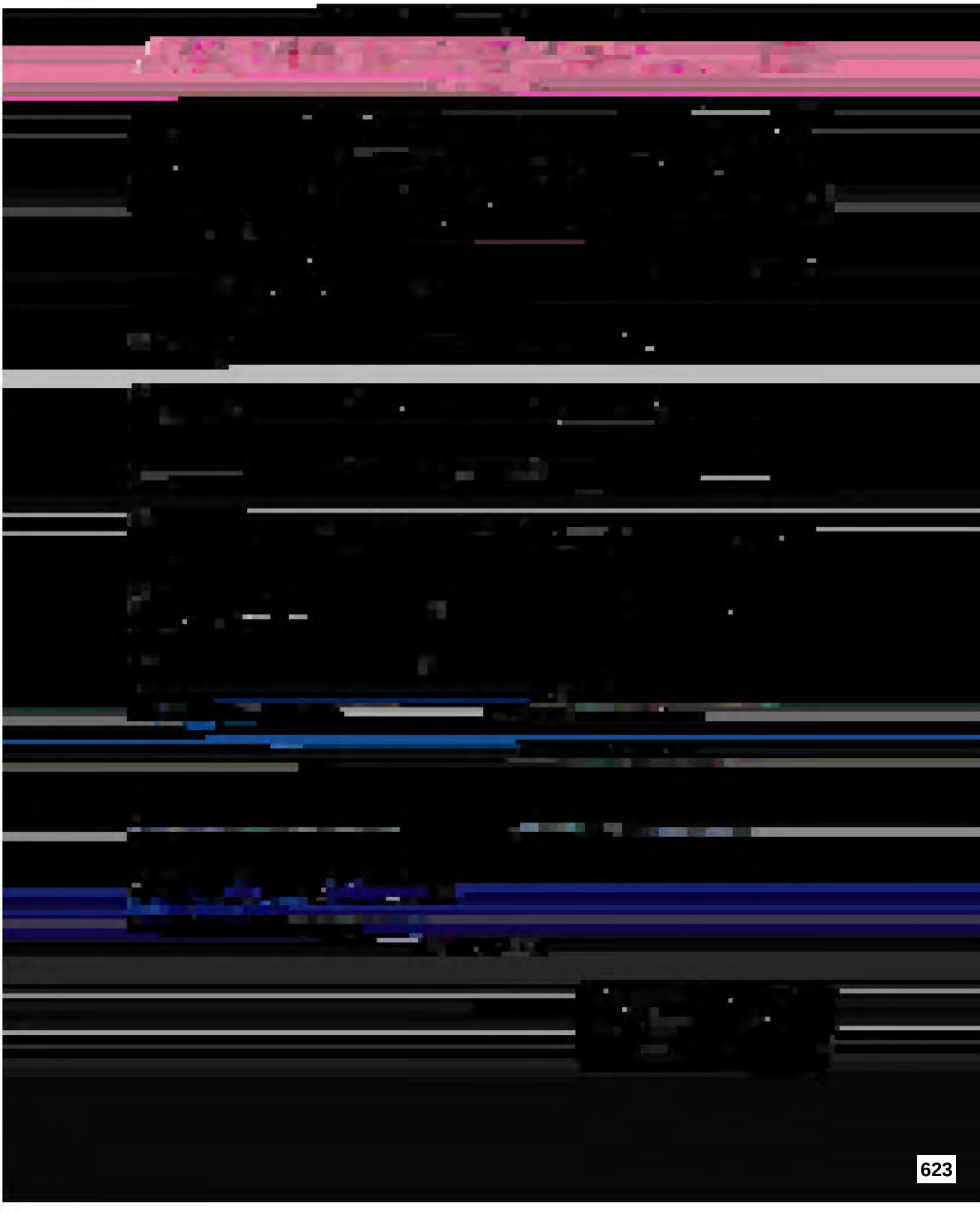


Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—
Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of

Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) 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 CFR Part 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 CFR Part 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.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) 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 CFR Part 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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §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 CFR Part 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires 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)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 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 Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any

federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

Pursuant to Federal Rule (l) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

Unless Supplier is exempt *(See FAR 25.103)*, when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used *(see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details).*

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Insight Public Sector, Inc.

Address, City, State, and Zip Code: 13755 Sunrise Valley Drive, Suite #750, Herndon, VA 20171

Phone Number: 480.333.3012 Fax Number: 480.760.9488

Printed Name and Title of Authorized Representative: Lisanne Steinheiser, Global Compliance Officer

Email Address: Lisanne.Steinheiser@Insight.com

Signature of Authorized Representative: _____ Date: October 10, 2022

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 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 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 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. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or

purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant

Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. 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.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. Part 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 Copeland Anti- Kickback 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 FEMA.

iii. 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 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are 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.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). 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 FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of

intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity 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 non- Federal entity must comply with the requirements of 37 C.F.R. Part 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as

amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required auditservices.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of$25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also 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 Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier shall also 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 recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Insight Public Sector, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Lisanne Steinheiser, Global Compliance Officer

Name and Title of Contractor's Authorized Official

October 10, 2022

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. 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. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 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 by 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.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Insight Public Sector, Inc.

Address, City, State, and Zip Code: 13755 Sunrise Valley Drive, Suite #750, Herndon, VA 20171

Phone Number: 480.333.3012 Fax Number: 480.760.9488

Printed Name and Title of Authorized Representative: Lisanne Steinheiser, Global Compliance Officer

Email Address: Lisanne.Steinheiser@Insight.com

Signature of Authorized Representative:

Date: October 10, 2022

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Insight Public Sector, Inc.

Organization Address: 2701 E. Insight Way, Chandler, AZ 85286

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Insight Enterprises, Inc.	2701 E. Insight Way, Chandler, AZ 85286

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
https://investor.insight.com/financial-reports/sec-filings/sec-filings-details/default.aspx?FilingId=15584698	82
https://investor.insight.com/financial-reports/proxy-statements/default.aspx	31

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
N/A	

Part IV Certification

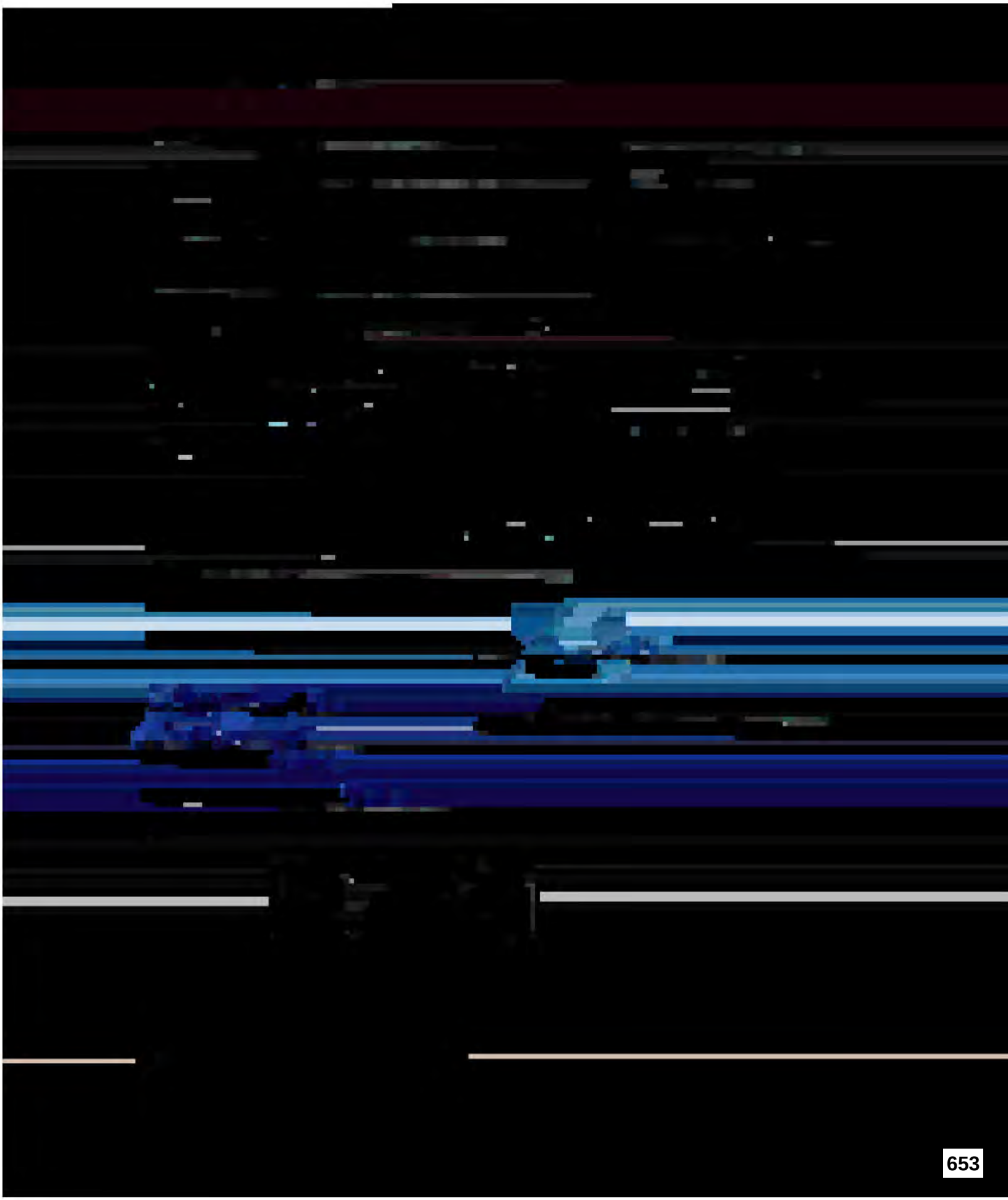
I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Lisanne Steinheiser	Title:	Global Compliance Officer
Signature:		Date:	October 5, 2022

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.



DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Insight Public Sector, Inc.

Street: 2701 E. Insight Way

City, State, Zip Code: Chandler, AZ 85286

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein. are complete and correct to the best of my knowledge and belief.

10/5/2022
Date

Global Compliance Officer
Authorized Signature and Title

Version August 19, 2022

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Insight Public Sector, Inc.		
Address:	2701 E. Insight Way		
City:	Chandler	State: AZ	Zip: 85286

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature | Lisanne Steinheiser (Printed Name) | Global Compliance Officer (Title)

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
None			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

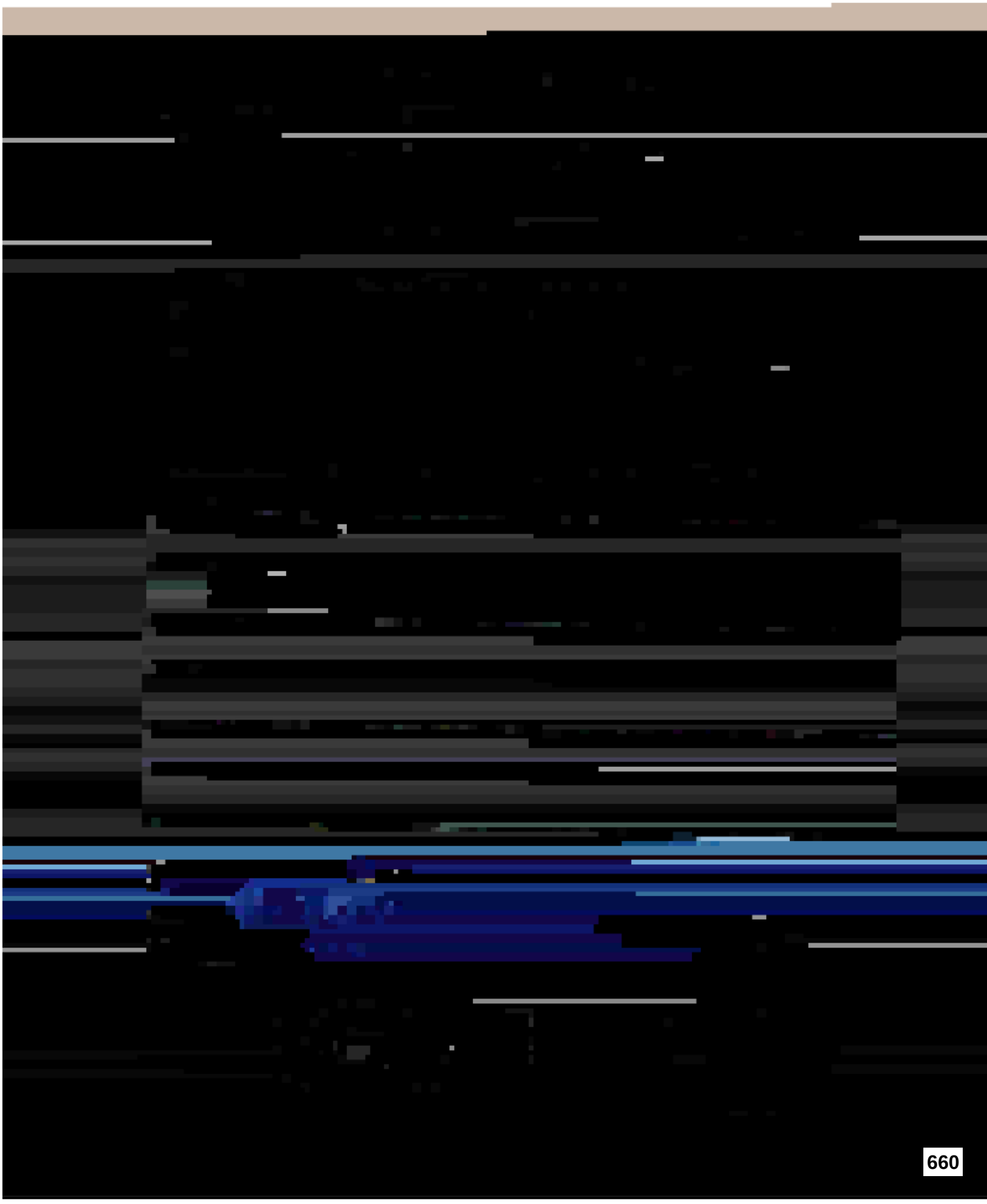
County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.



DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: 23-6692

VENDOR NAME: Insight Public Sector, Inc.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☑ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____

Duration of Engagement _____
Anticipated Cessation Date _____
**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature _____ Date 10/05/2022

Lisanne Steinheiser, Global Compliance Officer
Print Name and Title

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	INSIGHT PUBLIC SECTOR, INC.
Trade Name:	INSIGHT PUBLIC SECTOR, INC.
Address:	6820 S. HARL AVE. TEMPE, AZ 85283
Certificate Number:	1002602
Effective Date:	July 15, 2003
Date of Issuance:	October 04, 2022

For Office Use Only:

20221004125800006

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Lisanne Steinheiser Title: Global Compliance Officer

Signature: Date: October 5, 2022



DOC #9
MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 23-6692 **VENDOR/BIDDER:** Insight Public Sector, Inc.

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

[X] The Vendor/Bidder has no business operations in Northern Ireland; or

OR

[ ] The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature October 5, 2022
Date

Lisanne Steinheiser, Global Compliance Officer
Print Name and Title

Version August 19, 2022

COBB COUNTY
Purchasing Department

122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 1

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: September 19, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Minutes, Questions and Clarifications from Pre-Proposal Meeting held via Webex on September 14, 2022**
- **Sign-In Sheet(s) from Pre-Proposal Meeting**
- **Questions Submitted in Writing**
- **Attachment - Financial Ratio Evaluation Excel Spreadsheet**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Insight Public Sector, Inc.
Company Name

October 4, 2022
Date

Signature

Lisanne Steinheiser, Global Compliance Officer
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

COBB COUNTY
Purchasing Department
122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 2

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: September 30, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Questions Submitted in Writing**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Insight Public Sector, Inc.
Company Name

October 4, 2022
Date

Signature

Lisanne Steinheiser, Global Compliance Officer
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

COBB COUNTY
Purchasing Department
122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 3

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: October 5, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Questions Submitted in Writing**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Insight Public Sector, Inc.
Company Name

October 5, 2022
Date

Signature

Lisanne Steinheiser, Global Compliance Officer
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

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

File #: ETS-R-0068-24 **Agenda Date:** 10/9/2024 **Agenda #:** 7.E.4.

AWARDING RESOLUTION TO INSIGHT PUBLIC SECTOR, INC. PO 924033 FOR A ONE (1) YEAR RENEWAL OF SOLARWINDS NETWORK MONITORING MAINTENANCE AND SUPPORT FOR THE PERIOD OF OCTOBER 13, 2024 THROUGH OCTOBER 13, 2025
(TOTAL AMOUNT NOT TO EXCEED: $7,683.34)

WHEREAS, the DuPage County Emergency Telephone System Board ("DU PAGE ETSB") is an emergency telephone system board, established pursuant to Section 15.4 of the Local Government Emergency Telephone System Act, 50 ILCS 750/15.4 ("Act"); and

WHEREAS, the DU PAGE ETSB is authorized and empowered, pursuant to Section 15.4 (b) of the Act to plan, implement, upgrade, and maintain an Emergency 9-1-1 System for citizens of the County of DuPage and portions of Cook, Kane and Will counties; and

WHEREAS, the DU PAGE ETSB is authorized by law and local ordinance to make disbursements from the 9-1-1 surcharge funds it receives pursuant to law for costs related to products and services necessary for the implementation, upgrade and maintenance of the emergency telephone system; and

WHEREAS, an agreement has been negotiated in accordance with the DU PAGE ETSB by ordinance; and

WHEREAS, the 9-1-1 System Coordinator recommends DU PAGE ETS Board approval of Purchase Order 924033 to Insight Public Sector for a one (1) year renewal of SolarWinds Network Performance Monitor, DameWare Mini Remote Control, Engineer's Toolset, and Security Event Manager maintenance and support, for the period of October 13, 2024 through October 13, 2025. The total amount of the request is $7,683.34.

NOW, THEREFORE BE IT RESOLVED, that DU PAGE ETSB Requisition 924033, dated August 22, 2024, covering said, a one (1) year renewal of SolarWinds maintenance, be, and it is hereby approved by the DU PAGE ETSB to Insight Public Sector, 2701 E. Insight Way, Chandler, AZ 85286, for an amount not to exceed $7,683.34.

Enacted and approved this 9th day of October, 2024 at Wheaton, Illinois.

_____

GREG SCHWARZE, CHAIR

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: 0227674323	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $7,683.34
COMMITTEE: ETSB	TARGET COMMITTEE DATE: 09/11/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $7,683.34
	CURRENT TERM TOTAL COST: $7,683.34	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Insight Public Sector, Inc.	VENDOR #: 10809	DEPT: ETSB	DEPT CONTACT NAME: Eve Kraus
VENDOR CONTACT: Bob Erwin	VENDOR CONTACT PHONE: 4803667058	DEPT CONTACT PHONE #: 630-550-7743	DEPT CONTACT EMAIL: etsb911@dupagecounty.gov
VENDOR CONTACT EMAIL: teamil@insight.com	VENDOR WEBSITE: insight.com	DEPT REQ #: 924033	

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.). Recommendation for approval of Purchase Order 924033 to Insight Public Sector, Inc. for a a renewal of SolarWinds Network Performance Monitor, DameWare Mini Remote Control, Engineer's Toolset, and Security Event Manager for a period from October 13, 2024 through October 13, 2025. Total amount of $7,683.34.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
The SolarWinds Network Performance Monitor license provides the ability to monitor hardware components for troubleshooting and advanced alerting. Security Event Monitoring is a software that is currently being use for CAD, Absolute Secure (formerly NetMotion) and other ETSB 9-1-1 systems to notify IT staff of various security related issues (unauthorized logins attempts, AD objects creation/modifications, suspicious traffic activity, etc.). This software works in conjunction with Network Performance Monitor and allow preventative action to be taken before a system failure.

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. This renewal is being made through the OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES (#23-6692-03) contract. Two other quotes were requested, one from CDW-G ($8,268.00) and the other from SHI International Corp. ($8,540.46), purchasing through Insight offered the lowest cost.
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. Approve Purchase Order 924033 to allow for the continued maintenance of enhanced network monitoring and configuration software. 2. Deny Purchase Order 924033 and not allow for the continued maintenance of network monitoring.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific. N/A
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not. N/A
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted. N/A

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Insight Public Sector, Inc.	Vendor#: 10809	Dept: DuPage ETSB	Division:
Attn: Bob Erwin	Email: teamil@insight.com	Attn: 9-1-1 Coordinator	Email: etsb911@dupagecounty.gov
Address: 2701 E. Insight Way	City: Chandler	Address: 421 N. County Farm Road	City: Wheaton
State: AZ	Zip: 85286	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-550-7743	Fax:
Send Payments To:		*Ship to:*	
Vendor: Insight Public Sector, Inc.	Vendor#: 10809	Dept: DuPage ETSB	Division:
Attn:	Email:	Attn:	Email: etsb911@dupagecounty.gov
Address: 2701 E. Insight Way	City: Chandler	Address: 421 N. County Farm Road	City: Wheaton
State: AZ	Zip: 85286	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Oct 13, 2024	Contract End Date (PO25): Oct 13, 2025

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA	8240035	SolarWinds Maintenance - technical support(renewal) - for SolarWinds NetworkPerformance Monitor SL500 - 1 yearFY24-25		4000	5820	53807		2,682.73	2,682.73
2	5	EA	8240071	SolarWinds Maintenance - technical support(renewal) - for DameWare Mini Remote Control- 1 year FY24-25		4000	5820	53807		57.45	287.25
3	1	EA	8240012	SolarWinds Maintenance - technical support(renewal) - for SolarWinds Engineer's Toolset- 1 year FY24-25		4000	5820	53807		530.99	530.99
4	1	EA	8240099	SolarWinds Security Event Manager - 250 nodes- Maintenance renewal FY24-25		4000	5820	53807		4,182.37	4,182.37
FY is required, ensure the correct FY is selected.										Requisition Total	$ 7,683.34

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Per Quote 0227674323.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Please send the PO to ETSB to send to the vendor.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB. LMZ 5/22/24

INSIGHT PUBLIC SECTOR SLED
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

SOLD-TO PARTY 11044050

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

SHIP-TO

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

Quotation

Quotation Number	:	0227674323
Document Date	:	14-AUG-2024
PO Number	:	
PO Release	:	
Sales Rep	:	Bob Erwin
Email	:	BOB.ERWIN@INSIGHT.COM
Phone	:	+14803667058
Sales Rep 2	:	Lia Paredes
Email	:	LIA.PAREDES@INSIGHT.COM
Phone	:	+14809021145

We deliver according to the following terms:

Payment Terms	:	Net 30 days
Ship Via	:	Electronic Delivery
Terms of Delivery	:	FOB DESTINATION
Currency	:	USD

Material	Material Description	Quantity	Unit Price	Extended Price
8240035	SolarWinds Maintenance - technical support (renewal) - for SolarWinds Network Performance Monitor SL500 - 1 year Coverage Dates: 13-OCT-2024 - 13-OCT-2025 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3135.99 Discount: 14.453%	1	2,682.73	2,682.73
8240071	SolarWinds Maintenance - technical support (renewal) - for DameWare Mini Remote Control - 1 year Coverage Dates: 13-OCT-2024 - 13-OCT-2025 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 67.99 Discount: 15.502%	5	57.45	287.25
8240012	SolarWinds Maintenance - technical support (renewal) - for SolarWinds Engineer's Toolset - 1 year Coverage Dates: 13-OCT-2024 - 13-OCT-2025 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 620.99 Discount: 14.493%	1	530.99	530.99
8240099	SolarWinds Security Event Manager - 250 nodes - Maintenance renewal Coverage Dates: 20-MAR-2025 - 13-OCT-2025 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 8574.99 Discount: 51.226%	1	4,182.37	4,182.37

Product Subtotal	7,683.34
TAX	0.00
Total	7,683.34

Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

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

Lia Paredes
+14809021145
LIA.PAREDES@INSIGHT.COM
Fax 4807608347

To purchase under this contract, your agency must be registered withOMNIA 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 have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight’s online Terms of Sale can be found at the “terms-and-policies” link below.

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.
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 No. 21070

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 Count y 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

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

Authorized Signature

President
Title

4/4/2023
Date

FEDERAL TAX ID NUMBER

36-3949000

Approved as to form

County Attorney's Office

April 25, 2023
Date

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1. Cover Letter

The proposer shall provide a cover letter describing a brief history of the Proposer and its organization. The letter will list the Principal or Officer of the organization who will be the County's primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects on the scope of products and services on behalf of the Proposer.
An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter.

Insight Response:

Insight provided a cover letter per RFP requirements; it can be found at the beginning of our proposal document.

2. Executive Summary

The Proposer shall provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the proposal.

Insight Response:

Insight has carefully read the RFP and we are confident in our ability to exceed the requirements. Insight approaches opportunities to provide solicited services by assigning teams of specialists whose experience and knowledge of government contracts allows them to develop complete solutions to support the entire lifespan of our clients' IT assets.

We understand that operational functionality is a critical component to the success of contracts for any organization similar to Cobb County and OMNIA Partners. As a result, we have created back-office teams dedicated to each aspect of public sector contracts, including—but not limited to—compliance, credit, invoicing, procurement, and publisher paperwork.

As Insight Public Sector is entirely focused on providing IT solutions to public sector clients, we have the resources, processes, and flexibility to provide all levels of government and education clients with equal benefits and attention. We leverage the same tools and cost-saving techniques that utilize economies of scale, which allows us to provide consistent levels of service to large and small participants alike. Furthermore, we understand that budgets represent taxpayer money, and that the responsibilities of procurement and respecting manufacturer and publisher compliancy rules are more heavily weighted as a public sector participant than in a commercial environment. Insight's compliance team assures you meet these commitments.

Experience has taught us that certain segments of our public sector client base require specialized procurement options. Our approach is to ensure that each client receives the individual attention they need; as a result, Insight has divided our resources into vertical segments to match each client (e.g., government and education). This organizational structure ensures each vertical receives maximum support from Insight resources who understand the specific needs of each vertical.

Insight uses eCommerce tools to help our clients reduce cost, increase operational efficiency, eliminate errors, and control rogue purchases. Tools such as our web portal, built-in workflow, on-demand reporting, and license proofs provide equal service levels and cost-saving opportunities regardless of the size of the contract participant, as all our tools are scalable to size. Our eCommerce solutions provide an easy and effective way for us to keep our clients up to date with technological changes.

Although operational functionality and eCommerce are critical components of our approach to providing solicited services, the most important component of Insight's overall approach to this contract is our people. We are proud of the depth of experience and knowledge we make available to Participating Public Agencies through our account teams. Each employee at Insight either supports clients directly or supports someone else who does; we are all equally committed to our clients' satisfaction and success.

Insight's nationwide presence, which includes over 50 offices and over 200 public sector-focused sales and support teammates across the country, makes us the best choice for this contract and provides the 'feet on the street' necessary to make this Master Agreement more successful than ever before. We are 100% dedicated to OMNIA Partners members' continued growth and success.

Insight is offering Cobb County, OMNIA Partners, and all Participating Public Agencies every product and service available through Insight. Our offering also includes nationwide full life-cycle service offerings that allow us to provide out-sourcing of entire IT departments as well as services that allow us to manage a client's technology assets from inception to retirement. Insight has decades of experience providing customized solutions nationally for our clients.

Insight, Cobb County, and OMNIA Partners: A Growing IT Partnership

Insight's core values of hunger, heart, and harmony emphasize a deep commitment to service across all aspects of our business. In addition, our desire to create a positive impact in the lives of our clients, partners, and teammates positions Insight as a world-class partner aligned with Cobb County's and OMNIA Partners' strategic vision.

As an industry leader, Insight will continue to invest in our people, systems, and portfolio of offerings worldwide. By combining technology hardware, software, and services, Insight will regularly offer Participating Public Agencies custom-tailored solutions designed to meet their unique requirements and changing IT goals, while streamlining IT management and reducing their total cost of ownership.

The greatest value that Insight can provide to Cobb County and OMNIA Partners is that we leverage our extensive capabilities and resources to properly evaluate requirements. Our creative thinking and optimized pricing methodologies ensure the solutions we suggest drive significant value to your organizations.

Insight appreciates the opportunity to continue to build a successful partnership with Cobb County and OMNIA Partners, and we look forward to next steps following the RFP process. In the meantime, please contact us regarding any further questions or requests for additional information.

3. Company Background / Profile

Provide information on company background to include the following:

Insight Response:

As part of a $9.4 billion global company, Insight Public Sector, Inc. ("Insight") has successfully delivered solutions to clients like Cobb County for over 34 years.

Our parent company, Insight Enterprises, Inc. now ranks No. 373 on the Fortune 500, fulfilling a mission to help clients maximize the day-to-day value of IT while pursuing more incredible business transformation. Insight is also on the Channel Futures MSP 501, ranking No. 1 of IT service providers globally.

At Insight, we believe diversity is a critical component of our success. As a Fortune 100 Best Workplaces for Diversity company, our people are our greatest strength. We work diligently to promote a culture that celebrates and rewards creative thinking, collaborative decision-making and innovative solutions. Our teammates represent a wide range of backgrounds, life experiences, and viewpoints, which we believe leads to stronger teams.

Central to fostering a rich culture of diversity at Insight is a shared set of values among teammates:

- We respect and take care of each other.
- We exist to serve our clients.
- We act with integrity in all that we do.

Notable achievements include:

- Insight President & CEO Joyce Mullen named Top Channel Influencer by Channel Futures
- Insight Named a Finalist in Fast Company's 2022 World Changing Ideas Awards (Education Category)
- Insight earned a perfect score on the Human Rights Campaign Corporate Equality Index
- ADP's Humanity at Work Award
- Insight ranked at No. 59 for Diversity on Forbes Best Employers List
- Insight ranked at No. 83 on Barron's 100 Most Sustainable Companies
- Insight ranked at No. 95 on World's Best Employers List
- 2022 Corporate Equality Index 100 out of 100
- 2022 Microsoft Partner of the Year Award for Manufacturing
- 2022 Intel North America Partner of the Year
- 2022 Aruba Partner of the Year
- 2021 Microsoft Azure Security Deployment Partner of the Year
- 2021 Veritas Technologies Top National Business Partner of the Year

An organizational chart of our proposed project team is included in **Section 9 – Appendices, Appendix A**. Relevant background and experience for the key team members is as follows:

Team Member	Background & Experience
Scott Friedlander – Senior Vice President, Public Sector	Scott will provide executive leadership and serve as the main point of contact for all executive-level discussions between Insight and OMNIA Partners leadership. He has been in public sector sales for 40 years and with Insight (by way of acquisition) for 4 years.
Erica Falchetti – Sr. SLED Market Leader, Capture & Business Development	Erica will serve as the National Account Manager for OMNIA Partners and will provide direction for the sales teams to drive consistent sales growth and oversee the contract marketing strategy. She has been with Insight for 14 years.
Kevin Hallihan – Field Sales Market Leader, East/Central	Kevin leads our field SLED sales teams in the East and Central. He has been with Insight for 23 years.
Brian Louderback – Field Sales Market Leader, West/TOLA	Brian leads our field SLED sales teams in the West and TOLA. He has been with Insight for 23 years.
Ken Richter – Inside Sales Market Leader	Ken leads our nationwide inside SLED sales teams. He has been with Insight for 23 years.
Clayton Boras – Sales Market Leader, Higher Education	Clayton leads our field and inside higher education sales teams. He has been in public sector sales for 24 years and with Insight for 6 months.
Kathy Kramer – Marketing Manager	Kathy leads our public sector marketing teams. She has been in marketing roles for over 25 years and with Insight (by way of acquisition) for 6 years.
Paul Geils – Sr. Manager, SLED Compliance	Paul and his team will be responsible for ensuring Insight remains compliant with the terms of the contract, specifically as it relates to pricing, reporting, audits, and user access. He has been with Insight for 24 years.

a. *Legal name, address, phone and fax numbers, e-mail, Federal ID#, and website address.*

Insight Response:

Insight Public Sector, Inc.
2701 E. Insight Way
Chandler, AZ 85286
480.333.3071
480.760.9488 fax

erica.falchetti@Insight.com
Federal Tax ID#: 36-3949000
www.ips.insight.com

b. *Date business was established under current name.*

Insight Response:

Insight Public Sector, Inc. was established on April 19, 1994.

On January 3, 2003, there was a reverse merger with a name change from Comark Government & Education Sales, Inc. to Insight Public Sector, Inc.

c. *Size of company including the total number of employees.*

Insight Response:

Insight Enterprises, Inc. (Insight Public Sector, Inc's parent company) has over 12,000 employees globally and earned over $9.4 Billion in revenue in 2021.

d. *Type of ownership or legal structure of business*

Insight Response:

Insight Public Sector, Inc. is an indirect wholly owned subsidiary of Insight Enterprises, Inc. and is the operational entity that conducts business with public sector clients.

e. *Has the company ever failed to complete work for which a contract was issued? If yes, explain the circumstances.*

Insight Response:

To the best of our knowledge, Insight has not defaulted on the fulfillment of any client contract for circumstances within our control.

f. *Are there any civil or criminal actions pending against the firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?*

Insight Response:

Insight is not involved in any pending or threatened legal proceedings that we believe would reasonably be expected to have a material adverse effect on its business, financial condition, or results of operations.

From time to time, Insight is party to various legal proceedings incidental to the business, including preference payment claims asserted in client bankruptcy proceedings, indemnification claims, claims of alleged infringement of patents, trademarks, copyrights, and other intellectual property rights, employment claims, claims of alleged non-compliance with contract provisions, and claims related to alleged violations of laws and regulations.

Insight regularly evaluates the status of the legal proceedings in which we are involved to assess whether a loss is probable or there is a reasonable possibility that a loss, or an additional loss, may have been incurred to determine if accruals are appropriate. If accruals are not appropriate, we further evaluate each legal proceeding to assess whether an estimate of possible loss or range of possible loss can be made. Although litigation is inherently unpredictable, we believe that we have adequate provisions for any probable and estimable losses. It is possible, nevertheless, that our consolidated financial position, results of operations, or liquidity could be materially and adversely affected in any particular period by the work required pursuant to any legal proceedings or the resolution of any legal proceedings during such period. Legal expenses related to defense of any legal proceeding or the negotiations, settlements, rulings, and advice of outside legal counsel in connection with any legal proceedings are expensed as incurred.

g. *Has the firm ever been disqualified from working for any public entity? If yes, explain the circumstances.*

Insight Response:

Insight has never been disqualified from working for or with any public entity.

h. *If a Supplier requires additional agreements to be signed by a Participating Public Agency, include a copy of the proposed agreement(s) as part of Supplier's proposal.*

Insight Response:

Please see **Section 9 – Appendices, Appendix B** for the following sample agreement documents, which Participating Public Agencies may be asked to sign at the transaction level:

- Sample Insight Statement of Work (SOW) template
- Sample Amazon Web Services Order Form Agreement
- Sample Google Cloud Platform Order Form Agreement
- Sample Microsoft Azure Order Form

4. Experience

Include a list of the five (5) most relevant or comparable contracts completed by your firm during the past five (5) years with a public entity. For each contract, provide the following information.

a. *Scope of services/contract description.*
b. *Dollar value of contract.*
c. *Assigned project personnel.*
d. *The contracting entity's contact person, current phone number, and current e-mail address as reference information.*

Insight Response:

Contract #1: Fairfax County, Virginia / OMNIA Partners – Technology Products & Services

a. Scope: All products and services
b. Dollar value: $300M annually (includes revenue from all piggybacks)
c. Project personnel: Multiple Insight sales teammates
d. Contact information: Yong Kim, 703.324.3217, yong.kim@fairfaxcounty.gov

Contract #2: State of Iowa OCIO – Technology Products & Services (Piggyback of OMNIA)

a. Scope: All products and services
b. Dollar value: $45M annually
c. Project personnel: Multiple Insight sales teammates
d. Contact information: Pearson Skepnek, 515.414.6107 pearson.skepnek@iowa.gov

Contract #3: City of Los Angeles – Software & Related Services (Piggyback of OMNIA)

a. Scope: Software and related services
b. Dollar value: $35M annually
c. Project personnel: Multiple Insight sales teammates
d. Contact information: Kitty Pai, 909.738.0913, kitty.pai@lacity.org

Contract #4: State of Florida – Technology Products & Services (Piggyback of OMNIA)

a. Scope: Software and related services
b. Dollar value: $24M annually
c. Project personnel: Multiple Insight sales teammates
d. Contact information: Christopher McMullen, 850.922.9867, christopher.mcmullen@dms.fl.gov

Contract #5: Miami-Dade County – Technology Products & Services (Piggyback of OMNIA)

a. Scope: Software and related services
b. Dollar value: $9M annually
c. Project personnel: Multiple Insight sales teammates
d. Contact information: Guillermo Paneque, 305.596.8614, guillermo.paneque@miamidade.gov

5. Product Information / Service Capability

a. *Provide detailed information on service capability and the availability of service centers for maintenance and repairs on a national level. Indicate how many authorized service centers will be available for each state. Will pick up and delivery services be available for service of large equipment items?*

Insight Response:

Insight's manufacturer and publisher partners offer various warranty coverages that agencies have the option to purchase. Insight also partners with several third-party maintenance providers who offer a range of extended warranty options, depending on the product.

Additionally, for specific end user devices (laptops, PCs, printers, tablets), networking equipment, servers, and storage systems, Insight offers a suite of fee-based infrastructure maintenance services, which include the following coverage options:

- Flexible service levels from 24/7 to next day
- On-site, advanced exchange, and depot
- Warranty management
- End-of-life support for legacy products
- Remote diagnostics, monitoring, and call home feature

b. *Provide available payment terms and payment methods – purchase order, credit card (procurement card), etc. If credit cards are accepted, may credit card payment(s) be made online*

Insight Response:

Insight's standard payment terms are net 30 days from date of invoice.

The different payment vehicles supported by Insight include payments to the Lockbox, Credit Card, Procurement Card, and EFT/ACH payments. The preferred payment vehicle is the EFT/ACH payment. Insight accepts American Express, VISA, and MasterCard credit cards and procurement cards.

Insight supports the use of procurement cards/credit cards, with the parties understanding that cards are used for point-of-sale transactions only. Insight is unable to accept procurement cards for payment of orders placed on net terms via purchase orders. Net term payments must be paid by check, wire transfer, or ACH.

Credit card payments for point-of-sale transactions may be made online.

6. Pricing

a. *Suppliers shall provide pricing based on a discount from a manufacturer's price list or catalog. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Supplier and the pricing per item. Multiple percentage discounts are acceptable, if where different percentage discounts apply, different percentages are specified. Additional pricing and/or discounts may be included.*

- Include an electronic copy of the catalog from which discount is calculated. Electronic price lists must contain the following: *(if applicable)*
  - Manufacturer part #
  - Supplier's Part # (if different from manufacturer part #)
  - Description
  - Manufacturer's Suggested List Price and Net Price
  - Net price to Cobb County, GA (net price shall include freight and any additional fees that may be charged such as credit card processing, administrative fees, etc.)

Media submitted for pricing must include the Supplier's company name, solicitation name and bid #, and the bid opening date on a Flash Drive.

Insight Response:

Product Pricing Discount Structure

With a few exceptions, Insight's proposed pricing structure for products is based on a discount off the Insight list price, which is how the majority of product categories are priced on our current OMNIA Partners contract. By offering a discount from the Insight list price, we are providing Participating Public Agencies additional discounts against an already aggressive, market-driven, value-based pricing structure that is continually being benchmarked against our competitors within the industry. Our list price is publicly available on our website and is dynamically updated in real time.

The proposed discounts are as follows:

All Products (except Microsoft Software, Cisco, and AWS)		
Product Category	**Description**	**Discount %**
Accessories	Desktop Accessories	5.0%
	Display Accessories	4.0%
	Handheld Accessories	5.0%
	Keyboards & Mice	4.5%
	Mobile Phone Accessories	1.5%
	Mobile Phones	0.5%
	Networking Accessories	4.5%
	Notebook Accessories	4.0%
	Notebook Batteries	3.5%
	POS Accessories	4.0%
	Power Accessories	4.5%
	Printer Accessories	4.0%

Accessories (continued)	Projector Accessories	4.0%
	Server Accessories	3.5%
	Wireless Accessories	4.0%
	Wireless LAN Accessories	4.0%
Boards	System Components	3.0%
Cables	Cables	7.0%
	Cables Custom	7.0%
	Cables Printer	7.0%
Consumables	Printer Consumables	4.0%
Devices	Desktops	0.5%
	Handhelds	0.5%
	Notebooks	0.5%
Digital Imaging	Imaging Accessories	5.0%
	Imaging Camcorders	3.5%
	Imaging Digital Cameras	3.5%
	Imaging Scanners	3.5%
	Network Video	3.5%
Displays	Displays	1.5%
	Projectors	4.0%
Licensing	Cloud	1.0%
	Licensing Backup	2.0%
	Licensing Business Application	2.0%
	Licensing CAD/CAM	2.0%
	Licensing Cloning	2.0%
	Licensing Collaboration	2.0%
	Licensing Computer Security	2.0%
	Licensing Database	2.0%
	Licensing Development	2.0%
	Licensing Financial	2.0%
	Licensing Flow Chart	2.0%
	Licensing Graphic Design	2.0%
	Licensing Handheld	2.0%
	Licensing Network OS	2.0%
	Licensing OS	2.0%
	Licensing Personal Organization	2.0%
	Licensing Reference	2.0%

Licensing (continued)	Licensing Report Analysis	2.0%
	Licensing Spreadsheet	2.0%
	Licensing Utilities	2.0%
	Licensing Virtualization	2.0%
	Licensing Web Development	2.0%
	Licensing Word Processing	2.0%
Media	Media 4mm Tape	4.5%
	Media AIT Tape	4.5%
	Media DAT Tape	5.0%
	Media DLT Tape	4.5%
	Media LTO/Ultrium Tape	4.0%
	Media Magneto-Optical	4.5%
	Media Optical	4.5%
	Media SLR Tape	4.5%
	Media Travan Tape	4.5%
	Media VXA Tape	4.0%
	Media Zip	4.0%
Memory	Memory Desktop	4.5%
	Memory Flash	4.5%
	Memory Networking	4.0%
	Memory Notebook	4.5%
	Memory Printer/Fax	4.0%
	Memory Server	4.0%
Networking	10/100 Hubs & Switches	2.5%
	Bridges & Routers	2.5%
	Gigabit Hubs & Switches	2.5%
	Hardware Firewalls	3.0%
	Intrusion Detection	3.5%
	KVM	4.0%
	Modems	4.0%
	Network Adapters	3.5%
	Network Testing Equipment	2.0%
	Networking Communications	3.5%
	Repeaters & Transceivers	3.0%
	Telephony	4.0%

POS	POS Displays	4.0%
	POS Scanners	4.0%
	Printers Label	4.0%
Power	Power Data Center	4.0%
	Power Surge Protector	4.5%
	Power UPS	1.5%
Printers	Fax Machine	2.5%
	Multi-Function	2.5%
	Printers Dot Matrix	2.0%
	Printers Inkjet	2.0%
	Printers Laser	1.5%
	Printers Wide Format	0.5%
Servers	Servers 1 Processor	4.0%
	Servers 2 Processor	2.0%
	Servers 4+ Processor	2.5%
	Servers Blade	3.5%
	Servers Tower	2.0%
	Servers Unix	2.0%
Services	Advanced Integration	1.0%
	Asset Disposal	1.0%
	Asset Management	1.0%
	Electronic Services	1.0%
	Internal Lab Service	1.0%
	Lab Fees	1.0%
	Managed Services	1.0%
	Miscellaneous Solutions	1.0%
	PC Lab Order Service	1.0%
	Service Charge	1.0%
	Service Parts	1.0%
Software	Software Backup	2.0%
	Software Barcode/OCR	2.0%
	Software Business Application	2.0%
	Software CAD/CAM	2.0%
	Software Cloning	2.0%
	Software Collaboration	2.0%
	Software Computer Security	2.0%

Software (continued)	Software Database	2.0%
	Software Development	2.0%
	Software Financial	2.0%
	Software Flow Chart	2.0%
	Software Graphic Design	2.0%
	Software Handheld	2.0%
	Software Network OS	2.0%
	Software OS	2.0%
	Software Personal Organization	2.0%
	Software Reference	2.0%
	Software Report Analysis	2.0%
	Software Spreadsheet	2.0%
	Software Utilities	2.0%
	Software Virtualization	2.0%
	Software Web Development	2.0%
	Software Word Processing	2.0%
Storage	Adapters Fibre Channel	3.0%
	Adapters FireWire/US	4.0%
	Adapters IDE/ATA/SAT	4.0%
	Adapters RAID	2.5%
	Adapters SCSI	3.0%
	Disk Arrays	3.5%
	Disk Arrays JBOD	3.5%
	Drives Magneto-Optical	3.0%
	Drives Removable Disk	4.0%
	Hard Disks External	3.0%
	Hard Disks Fibre Channel	3.0%
	Hard Disks IDE/ATA/SAT	4.0%
	Hard Disks Notebook	3.5%
	Hard Disks SCSI	3.0%
	Optical Drives CD-ROM	3.0%
	Optical Drives CD-RW	3.5%
	Optical Drives DVD/CD	2.0%
	Optical Drives DVD-ROM	4.0%
	Optical Drives DVD-RW	3.5%
	Storage Accessories	4.0%

Storage (continued)	Storage NAS	2.0%
	Storage SAN	3.0%
	Tape Autoloaders AIT	3.5%
	Tape Autoloaders DAT	3.5%
	Tape Autoloaders DLT	2.0%
	Tape Autoloaders LTO	2.0%
	Tape Drives 4mm	3.5%
	Tape Drives 8mm/VXA	3.5%
	Tape Drives AIT	2.5%
	Tape Drives DAT	3.5%
	Tape Drives DLT	3.5%
	Tape Drives LTO/Ultra	3.5%
	Tape Drives SDLT	3.5%
	Tape Drives Travan	3.5%
Training	Training Courses	1.0%
	Training Reference Material	1.0%
Warranties	Complex Warranties	2.5%
	Licensing Warranties	2.0%
	Networking Warranties	2.5%
	Software Warranties	2.0%
	Warranties Electronic	2.5%
	Warranties Physical	2.5%

Specific to AWS and Cisco solutions, Insight's proposed pricing structure is based on a discount off the AWS and Cisco MSRP, respectively. This is consistent with how AWS and Cisco AWS solutions are typically priced within the industry.

AWS Solutions	
Product Line	**Discount off MSRP**
All (excluding Marketplace transactions)	1%

Cisco Solutions			
Product Line	**Discount off MSRP (Government)**		**Discount off MSRP (Education)**
Hardware/Software (Cisco Core & Compute)	36%		36%
Cisco Market	10%		10%
Learning Credits / Training	0%		0%
Cisco Technical and Maintenance Services (SKU Based)	8%		8%
Cisco / Insight Advanced & Technical Services (SOW based)	0%		0%
SMARTnet	**Incumbent**	**Non-Incumbent**	**All**
	16%	8%	28%

The final proposed pricing structure for products is for Microsoft software. Insight is proposing a cost plus structure, which is consistent with how Microsoft contracts are priced within the industry.

Microsoft Software	
Product Line	**Cost Plus Percentage**
Microsoft Software (including Cloud)	3.5%
Microsoft CSP /	15.0%

We have provided a list of all manufacturers, publishers, and suppliers we currently offer in **Section 9 – Appendices, Appendix C**. The corresponding discount percentages will be applied to a manufacturer's/publisher's offering based on the pricing structure outlined above. This list represents those manufacturers and publishers Insight is currently authorized to sell. As Insight continues to expand its product portfolio, additional manufacturers and publishers will be added. We will be happy to provide Cobb County, Participating Public Agencies, and OMNIA Partners with a current list at any time throughout the term of the contract.

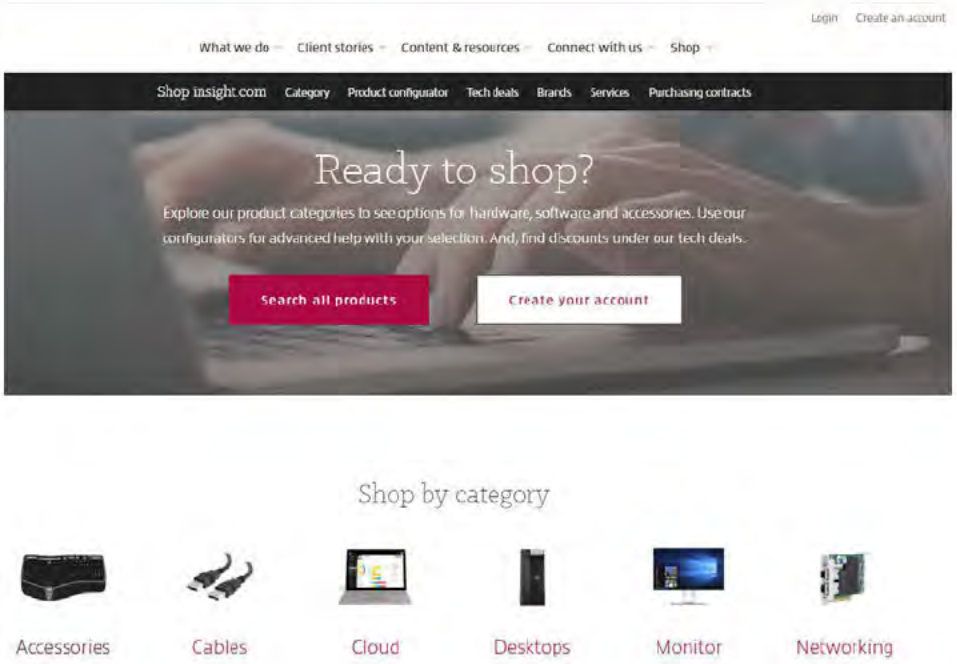
Please note that, at this time, Insight is unable to sell Apple solutions to K-12 schools, since Apple does not currently allow resellers to sell on their behalf to K-12 schools.

Insight's electronic catalog is located on our website, where customers can access manufacturer part numbers, product descriptions, Insight catalog list price, etc.:

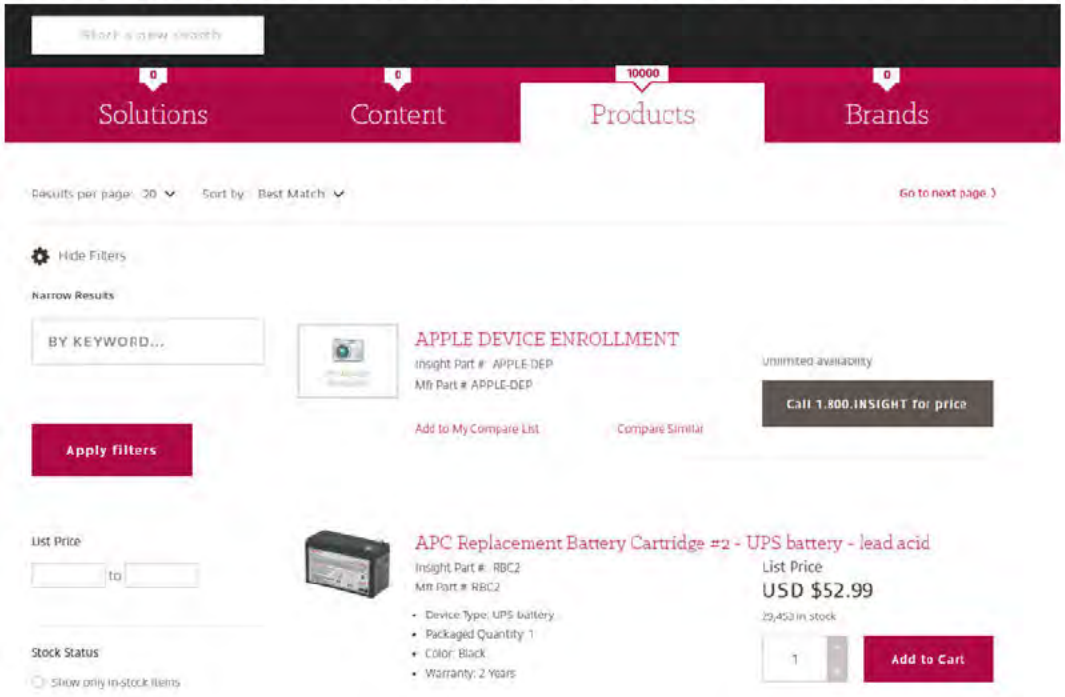
https://www.ips.insight.com/en_US/shop.html

Below, we have provided instructions detailing how to access this information.

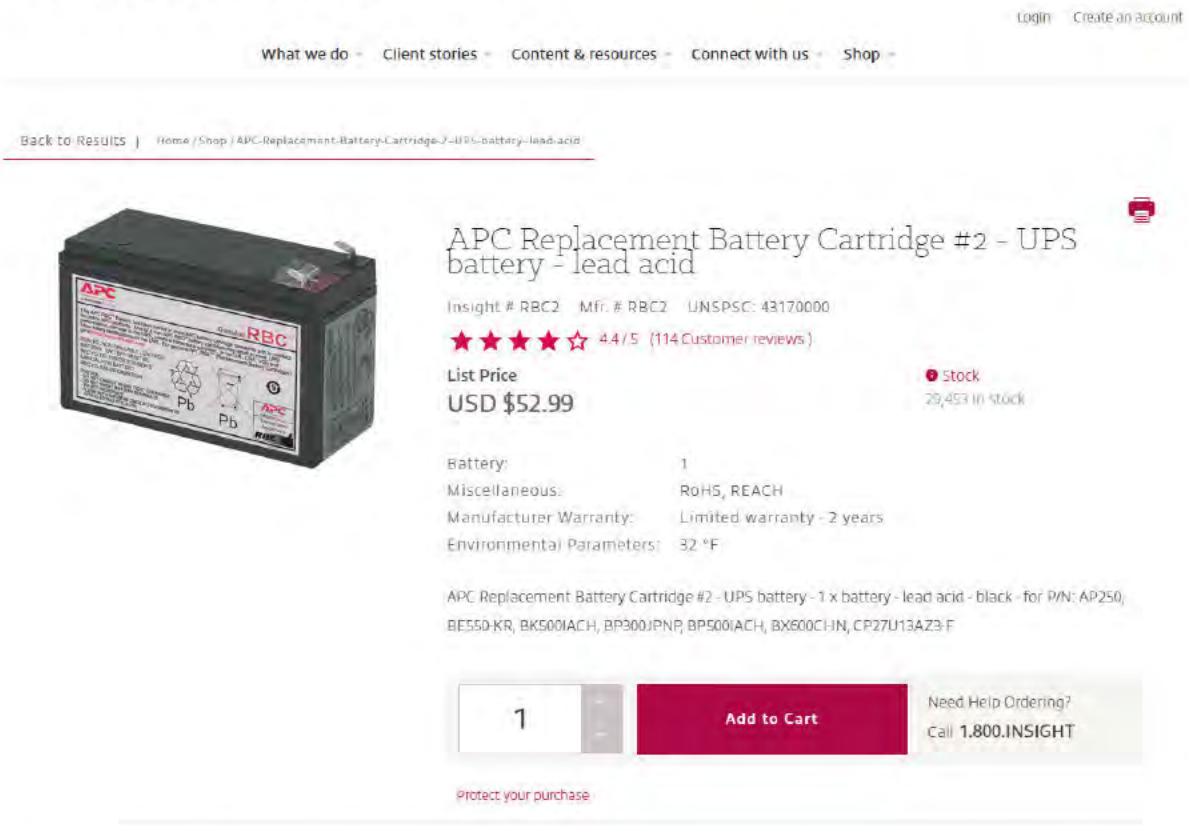
- Click on the link above, and then click "Search all products" to perform a search. (See screenshot below.)
- Customers also have the ability to "Shop by Category".



- Enter a keyword, product name, or part number in the search box, as shown below.



Below is a screenshot of a search result.



The search results presented in the screenshot above show the manufacturer part number, the Insight part number, product description and Insight's list price.

Should Insight be chosen as a successful vendor for this contract, we will update our dedicated OMNIA Partners web page (www.ips.insight.com/omnia) to show the Net Price to Cobb County (i.e., the not-to-exceed contract price).

We have provided a screenshot from our current OMNIA Partners web page for reference:



APC Replacement Battery Cartridge #2 - UPS battery - lead acid

Insight # RBC2 Mfr # RBC2 UNSPSC 43170000

4.4 / 5 (114 Customer reviews)

OMNIA PARTNERS PRODUCTS & SERVICES # 4400006644

USD $49.13

In Stock
29,792 in stock

Battery:	1
Miscellaneous:	RoHS, REACH
Manufacturer Warranty:	Limited warranty - 2 years
Environmental Parameters:	32 °F

APC Replacement Battery Cartridge #2 - UPS battery - 1 x battery - lead acid - black - for P/N: AP250, BE550-KR, BK500IACH, BP300JPNP, BP500IACH, BX600CI-HN, CP27U13AZ3-F

1 Add to Cart

Need Help Ordering?
Call 1.800.INSIGHT

Protect your purchase

Services Pricing Discount Structure

With one of the deepest services portfolios in the United States, Insight is pleased to present the following as our proposed pricing structure for services and solutions.

The two components are:

- Service Category Rates
  - Cases where the work to be performed is presented to the client on a fixed fee or per unit basis.
  - Examples include per cable drop, per user, per device, and per engagement.

- Time & Material Rates
  - Cases where Insight is utilizing its internal resources to provide specific services based on contracted hourly rates.

Service category rates are as follows:

Service Category	Discount off Insight List Price
Consulting Services	10%
Consulting services drive value acrorss the entire enterprise through strategy, design, technology, and industry expertise—from guiding Agile and Scrum methodologies to leading OCM and transformation.	
Managed Services	10%
Managed services integrate with a client's operations and provide a full breadth of services ranging from reactive technical support to comprehenstive 24/7 monitoring, management, and reporting as well as services designed to cover infrastructure security.	
Professional and Lifecycle Services	10%
Professional services provide support to optimize IT environments across public, private, and hybrid infrastructure, enabling organizations to expand and evolve to meet the demands of application workloads, accelerating business transformation, and achieving strategic objectives.	
Other Services Not Listed Above	1%
As may be offered by Insight from time to time.	

Time & material rates are as follows:

Functional Role	Insight List Price (Hourly Rate)	Discount off List Price	Contract Not-to-Exceed Price (Hourly Rate)
Material Handler	$55.00	10%	$49.50
Service Desk Representative	$60.50	10%	$54.45
Services Technician – Cabling	$60.50	10%	$54.45
Deployment Coordinator	$66.00	10%	$59.40
Services Operations Specialist	$66.00	10%	$59.40
Services Technician Sr. – Cabling	$66.00	10%	$59.40
Service Desk Representative Sr.	$77.00	10%	$69.30

Systems Administrator	$88.00	10%	$79.20
Associate Consultant I	$104.50	10%	$94.05
Ops Business Analyst 2	$104.50	10%	$94.05
Supervisor Services	$104.50	10%	$94.05
Deployment Manager	$110.00	10%	$99.00
Billing Associate	$115.50	10%	$103.95
Infrastructure Technician II	$115.50	10%	$103.95
Project Coordinator	$115.50	10%	$103.95
Project Coordinator Sr.	$121.00	10%	$108.90
Business Analyst I	$132.00	10%	$118.80
Sr. Supervisor Services	$137.50	10%	$123.75
Infrastructure Technician Sr.	$143.00	10%	$128.70
Service Delivery Manager	$143.00	10%	$128.70
Associate Engineer	$154.00	10%	$138.60
Transition Manager	$159.50	10%	$143.55
Busines Analyst II	$165.00	10%	$148.50
Cabling Project Manager	$170.50	10%	$153.45
Associate Consultant II	$176.00	10%	$158.40
Consultant I	$187.00	10%	$168.30
Services Technician	$187.00	10%	$168.30
Services Technician Sr.	$187.00	10%	$168.30
Sr. Cabling Project Manager	$203.50	10%	$168.30
Client Services Manager I	$220.00	10%	$183.15
Consultant II	$220.00	10%	$198.00
Consultant	$225.50	10%	$198.00
Business Analyst Sr.	$231.00	10%	$202.95

Project Manager	$236.50	10%	$207.90
Consultant Sr.	$253.00	10%	$212.85
Engineer	$253.00	10%	$227.70
Project Manager Sr.	$269.50	10%	$227.70
Transition Manager Sr.	$269.50	10%	$242.55
Manager Programs	$275.00	10%	$247.50
Sr. Consultant	$275.00	10%	$247.50
Client Services Manager II	$286.00	10%	$257.40
Manager Services	$291.50	10%	$262.35
Engineer Sr.	$297.00	10%	$267.30
Delivery Engineer II	$302.50	10%	$272.25
Managing Consultant	$302.50	10%	$272.25
Architect I	$330.00	10%	$297.00
Sr. Managing Consultant	$335.50	10%	$301.95
Delivery Engineer III	$341.00	10%	$306.90
Principal Consultant	$363.00	10%	$326.70
Architect II	$390.50	10%	$351.45
Solutions Architect	$401.50	10%	$361.35
Sr. Principal Consultant	$423.50	10%	$381.15
Architect Sr.	$451.00	10%	$405.90
Sr. Manager Services	$605.00	10%	$544.50
Specialty	$660.00	10%	$594.00

The discount for the functional titles listed above shall remain consistent. The job titles themselves are reviewed annually and are subject to change as determined by Insight. A current price list will always be available at www.ips.insight.com/omnia.

b. *Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, etc. (if offered).*

Insight Response:

Insight will work closely with our manufacturer and publisher partners to provide the best possible prices for each opportunity. Clients will be highly encouraged to contact their sales teams when requesting pricing on larger volume purchases. Each manufacturer and publisher partner has different rules and offers related to large procurements. Insight will drive our internal resources and our partners to offer the best pricing available for each large volume purchase.

c. *If used, trade-ins, leasing/financing, or other offerings are available, provide applicable pricing and discounts.*

Insight Response:

Insight Global Finance (IGF) provides flexible IT financing and leasing services with flexible term lengths and repayment options to meet your organization's specific needs.

IGF offers a wide variety of cost-effective and timely IT financing options to help our clients leverage IGF financing options for hardware, software and services.

- Equipment Lease (FMV) – Allows you to return, purchase or extend at the end of your lease term.
- Capital Lease ($1.00) – Lease purchase vehicle that automatically terminates at the end of your lease term.
- Software Payment Agreement – Structured payments for software licenses and multi-year software subscriptions.
- Maintenance Payment Agreement – Structured payments for multi-year maintenance/warranty agreements.

Payment Options

- One- to Five-year Terms
- Monthly, Quarterly & Annual Payment Options
- 30, 60 & 90 day deferrals
- Custom Payment Streams (Step, Skip & Seasonal)

Leasing Value-Adds

- Small, medium & large ticket origination capabilities to handle any project size or equipment type
- Simple, transparent & fair documentation with no surprises or hidden fees
- No outsourcing. Our in-house knowledgeable, creative pre-sales team is ready to help assess and structure the right plan for your organization.
- Our dedicated, in-house operations team simplifies onboarding, order processing, and reporting.

- Vendor consolidation. Our team can help manage multiple financial solutions with a consolidated, vendor neutral approach.
- Partnership. Insight is a top tier partner with all the major manufacturer's captive financial institutions. We can assist with interactions between your organization and the captives, freeing up your employees' time and resources.

7. Financial Statements

Proposers shall submit a recent history of financial solvency and provide the following:

a. *Financial Statement: Include the most recent, independently certified financial statement. Financial statements must include a balance sheet and income statement.*

Insight Response:

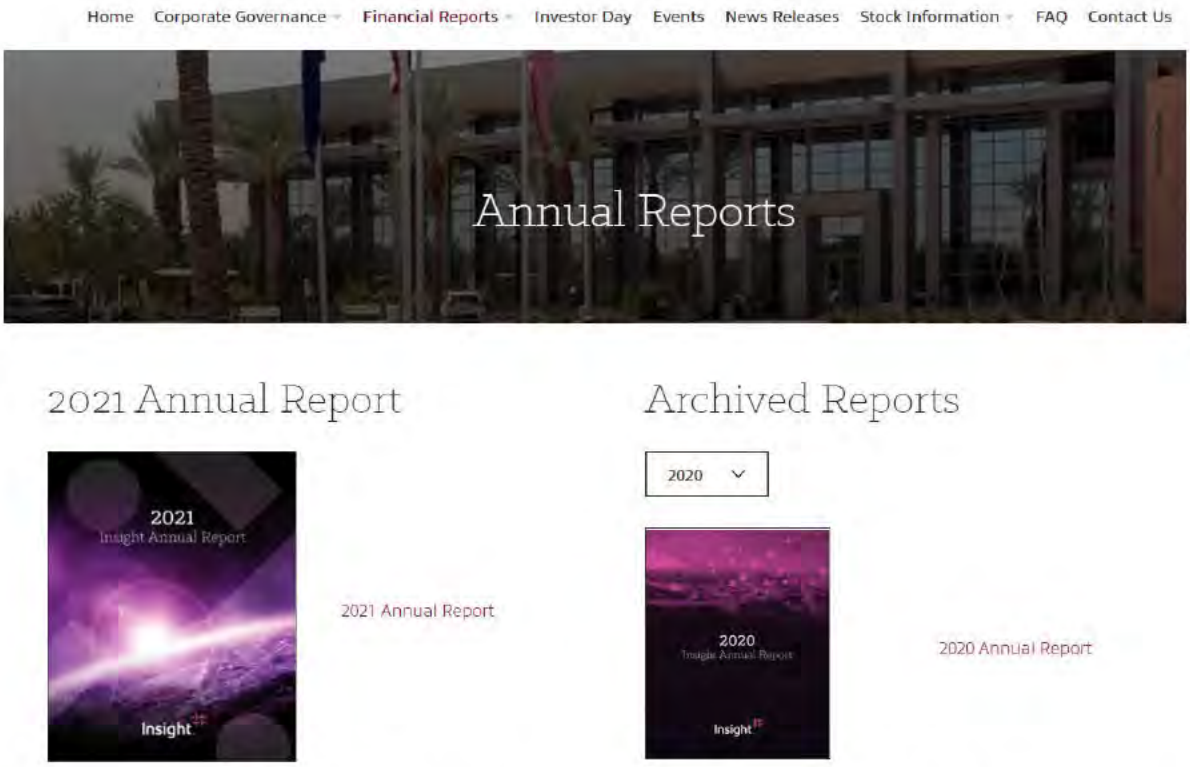
The combined Insight companies and their subsidiaries represent a $9.4 billion global enterprise and are the largest single source solution provider of computer technology and services in the U.S. While remaining small enough to service our public sector clients with personal attention, Insight Public Sector has the resources of the Insight family of companies behind us to support our efforts.

Insight Enterprises, Inc. is a publicly traded company and adheres to general accounting practices and principals. Insight Enterprises' latest Annual Report (year ending 2021) can be found on our corporate website here:

https://investor.insight.com/financial-reports/annual-reports/default.aspx

Our current Annual Report includes a total of three (3) years of the requested financial information. Cobb County can access our audited financial statements on pages 52-56 of our 2021 Annual Report.

Below is a screenshot of the Insight Investor Relations Annual Report Page.



On page 47 (page # listed at the bottom of the page), you will find the Index to Consolidated Financial Statements, identifying the pages in which to find Consolidated Balance Sheets (page 52) and Consolidated Statements of Comprehensive Income (page 54). A screenshot of the Index to Consolidated Financial Statements is below:

INSIGHT ENTERPRISES, INC.
INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

Item 8. *Financial Statements and Supplementary Data*

	Page
Reports of Independent Registered Public Accounting Firm	48
Consolidated Balance Sheets – December 31, 2021 and 2020	52
Consolidated Statements of Operations – For each of the years in the three-year period ended December 31, 2021	53
Consolidated Statements of Comprehensive Income – For each of the years in the three-year period ended December 31, 2021	54
Consolidated Statements of Stockholders' Equity – For each of the years in the three-year period ended December 31, 2021	55
Consolidated Statements of Cash Flows – For each of the years in the three-year period ended December 31, 2021	56
Notes to Consolidated Financial Statements	57

b. *Name and address of firm preparing the attached financial statement including a letter stating the independent audit or review has been performed by the firm.*

Insight Response:

KPMG LLP (Phoenix, Arizona) is the firm that prepared the financial statements, and we have included a letter from KPMG LLP stating that they have audited said statements. The letter can be found on the following pages.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and Board of Directors
Insight Enterprises, Inc.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Insight Enterprises, Inc. and subsidiaries (the Company) as of December 31, 2021 and 2020, the related consolidated statements of operations, comprehensive income, stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2021, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2021, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2021, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated February 18, 2022 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgment. The communication of a critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Evaluation of revenue recognition

As discussed in Note 1 to the consolidated financial statements, the Company recognizes revenue when it satisfies a performance obligation by transferring control of a product or service or by arranging for the sales of a vendor's product or service to a client. The Company measures

revenue based on the consideration received in a contract with a client, and excludes any sales incentives and amounts collected on behalf of third parties. The Company offers hardware and software products, as well as services. Given the number of product and service offerings, significant judgment is exercised by the Company in recognizing revenue, including the following decisions:

- Determining the point in time when a customer takes control of hardware.
- Determining the point in time when the customer acquires or renews the right to use or copy software under license and control transfers to the customer.
- Evaluating the Company as either a principal or an agent for hardware and software products and services, and the related recognition of revenue from the customer on a gross or a net basis.
- Determining an appropriate pattern of revenue recognition for service performance obligations.

We identified the evaluation of revenue recognition as a critical audit matter because the audit effort to evaluate the Company's revenue recognition judgments, including those noted above, was extensive and required a high degree of auditor judgment.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls over the revenue recognition process, including controls related to the timing and pattern of revenue recognition and gross versus net revenue recognition. As part of testing the Company's internal controls, we also involved information technology (IT) professionals with specialized skills and knowledge, who assisted in testing of general IT controls over significant systems and the evaluation of system interface controls and automated controls designed to determine the existence, accuracy, and completeness of revenue. We evaluated the Company's significant accounting policies related to its product and service offerings by reviewing the terms of certain vendor and customer contracts and comparing the policies to the revenue recognition standard. We selected a sample of revenue transactions and performed the following for each selection:

- Obtained evidence of a contract with the customer.
- Compared the amounts recognized and timing of revenue recognition to underlying documentation, including purchase orders, shipping documentation, and evidence of payment, if applicable.
- Evaluated the Company's application of their accounting policies to determine the timing and amount of revenue to be recognized.
- Tested the presentation of revenue as gross or net by comparing the Company's gross or net presentation to the attributes of the underlying vendor support and the Company's accounting policy.

/s/ KPMG LLP

We have served as the Company's auditor since 1990.

Phoenix, Arizona
February 18, 2022

c. *State whether the Proposer has ever had a bankruptcy petition filed in its name, voluntarily or involuntarily. If yes, specify all relevant details.*

Insight Response:

Insight has never had a bankruptcy petition filed in its name, either voluntarily or involuntarily.

8. National Contract

a. *Include a detailed response to Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses shall highlight experience, demonstrate a strong national presence, describe how Supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and report to OMNIA Partners.*

Insight Response:

Insight's response to **Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative Contract** can be found below.

OMNIA Partners Response for National Cooperative Contract

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

COMPANY

A. Brief history and description of Supplier to include experience providing similar products and services.

Insight Response:

Over our 34 years in business, Insight has expanded through both organic growth and acquisitions to match the advancement of technology. Having humbly begun in 1988 out of a garage in Tempe, Arizona, Insight Enterprises is now a $9.4 billion industry-recognized solutions integrator. Founders Tim and Eric Crown established Insight Enterprises as Hard Drives International, inspired by a business plan that took root in a college assignment and using a cash advance from a credit card to act on it. Helping our clients on their digital journey is at the heart of what we do. From our original location in the United States, we expanded nationwide and entered Canada in 1997 and the United Kingdom in 1998. We now operate in 18 countries with 39 global locations.

Through acquisitions and organic growth, we continued to increase our geographic coverage and expand our technical capabilities. Our track record of innovation marks our evolution as an industry-recognized solutions integrator differentiated by end-to-end expertise to envision, develop, securely deploy, and manage our clients' modern IT solutions at scale. Insight now ranks No. 373 on the Fortune 500, fulfilling a mission to help clients maximize the day-to-day value of IT while pursuing more incredible business transformation. Insight is also on the Channel Futures MSP 501, ranking No. 1 of IT service providers globally.

Our Offerings

Our offerings in North America and certain countries in EMEA and APAC include hardware, software, and services, including cloud solutions. Our offerings in the remainder of our EMEA and APAC segments consist of powerful software and certain software-related services and cloud solutions. On a consolidated basis, hardware, software, and services represented approximately 62%, 24%, and 14% of our net sales in 2021. This compares to 61%, 25%, and 14% of our net sales in 2020 and 60%, 27%, and 13%, respectively, of our consolidated net sales in 2019.

Our Areas of Expertise

Insight developed comprehensive solutions to meet the market demand and deliver meaningful client outcomes at scale. We quickly adapt to new innovative technology trends to advance our technical expertise. Our nearly 11,500 global teammates help organizations be ambitious in their digital transformation by providing Insight Intelligent Technology Solutions in the following key areas: Modern Workplace, Modern Apps, Modern Infrastructure, Intelligent Edge, Data and AI, and Cybersecurity.



Insight Public Sector, Inc.

Insight Public Sector, Inc. is one of the largest providers of technology to Public Sector clients in the United States. Insight brings a wealth of contract experience to our Public Sector clients, holding more than 250 contracts across the federal, state, local, and education verticals. We currently hold some of the largest contracts in the industry, from federal contracts, such as GSA and NASA SEWP, to national cooperative contracts like OMNIA Partners. We also hold state-wide contracts in over 40 different states. Collectively, these contracts and our dedicated Public Sector sales and services teams allow us to provide customized products and solutions that range from initial consulting, procurement, and product delivery to maintenance and support.

Insight's purpose is to make meaningful connections that help organizations run smarter. Our value is our ability to guide, advise, implement, and manage IT solutions for our customers. Our strategy is to deliver relevant IT solutions to our customers on a scalable support and delivery platform.

Our process knowledge and technical expertise allow us to assess, design and deploy IT solutions to help our customers enable, manage, and secure their IT environments. Our product fulfillment and logistics capabilities, management tools, and technical expertise make designing, deploying, and managing IT solutions easier for our customers while helping them control their IT costs.

B. *Total number and location of salespersons employed by Supplier.*

Insight Response:

Insight Enterprises, Inc.'s (Insight Public Sector's parent company) employee counts, as disclosed in our Annual Report filed for December 31, 2017-2021, are provided below.

	2021	2020	2019	2018	2017
Sales	3,670	3,380	3,193	2,455	2,512
Management; Support; Administration	2,955	2,820	3,961	2,424	2,024
Consulting and Delivery	4,612	4,410	3,822	2,384	2,007
Distribution	387	396	285	154	154
Total	**11,624**	**11,006**	**11,261**	**7,420**	**6,697**

Insight Public Sector, Inc. (Insight) has over 250 state, local, and education (SLED) sales, support, and management teammates located throughout the United States, who either work in one of our 50 North American office locations, or via a home-based office.

Insight Public Sector, Inc.
North America



C. *Number and location of support centers (if applicable) and location of corporate office.*

Insight Response:

Insight's corporate headquarter office is located in Chandler, Arizona.

Distribution Facilities and Square Footage	
• Hanover Park, IL Warehouse (380,000 ft^2) • Lewis Center, OH (84,640 ft^2) • Fontana, CA (4,000 ft^2) • Worthington, OH (126,000 ft^2) • Montreal, Quebec (28,000 ft^2)	• Edmonton, AB (20,500 ft^2) • Calgary, AB (10,750 ft^2) • Sheffield, England (55,000 ft^2) • Ginsheim-Gustavsburg, Germany (21,527 ft^2)
Service Desk Locations	
• Chandler, Arizona • Plano, Texas	• Lewis Center, Ohio • Conway, Arkansas
Insight Hybrid Cloud Data Centers	
• ATL4 – Roswell, GA (Atlanta) (5,200 ft^2) • LAX4 – El Segundo, CA (Los Angeles) (4 Rack Cage)	• CMH1 – New Albany, OH (Columbus) (10,000 ft^2)

D. *Annual sales for the three previous fiscal years.*

Insight Response:

Insight Public Sector, Inc. SLED Sales *(in thousands of US Dollars)*

	2021	2020	2019
Products	$1,362,538	$1,044,098	$617,021
Services	$187,232	$141,190	$89,351
Total	**$1,549,770**	**$1,185,288**	**$706,372**

Insight Enterprises, Inc. Sales *(in thousands of US Dollars)*

	2021	2020	2019
Products	$8,120,127	$7,172,155	$6,732,121
Services	$1,315,986	$1,168,424	$999,069
Total	**$9,436,113**	**$8,340,579**	**$7,731,190**

a. *Submit FEIN and Dun & Bradstreet report.*

Insight Response:

Insight Public Sector's FEIN number is **36-3949000**, and a copy of Insight's 2022 Dun & Bradstreet report can be found in **Appendix D – Dun & Bradstreet Report 2022** at the end of our proposal document.

E. *Describe any green or environmental initiatives or policies.*

Insight is committed to protecting the environment, including pollution prevention to reduce the adverse environmental impacts of our activities and services. Through a program of continual environmental improvement and monitoring, we look for opportunities to reduce consumption and improve efficiency, including the consumption of energy from sustainable sources, monitoring and minimizing the generation of waste at the source, and taking steps so that waste is handled in a safe, environmentally acceptable manner.

We also promote the use of suppliers and contractors who are improving their environmental performance. We involve employees in the process of setting and publishing environmental objectives, improving the working environment, and seeking individual commitments and contributions to our initiatives.

Insight North America Green Initiatives

- Flexible work: We are providing more flexible work options, which reduces commuting and decreases requirements for office space.
- Less travel: We have reduced business travel and increased use of video conferencing with partners and clients to help conserve resources and encourage hybrid work practices.
- Smart lighting: We are replacing fluorescent lighting with energy-efficient LED lighting.
- Repurposing equipment: Office chairs are recycled and old telephony is donated to charity for reuse.
- Conservation efforts: We encourage teams to conserve power and use 100% recycled paper napkins and BioPAK disposable plates and cups in staff rooms.

Corporate Citizenship

Technology is one of our greatest resources for driving progress. In the 2022 Corporate Citizenship Report, learn how Insight continues to find new ways to build meaningful connections to help those we serve work and live smarter, and how the Ten Principles of the UN Global Compact guide how we do business.

Please click the link below to navigate to our 2022 Corporate Citizenship report on Insight.com.

https://www.insight.com/en_US/about/outreach-and-partnerships.html

F. *Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.*

Insight Response:

While Insight is not a minority, veteran or woman-owned small business, we are committed to the development and use of small businesses, including those owned by minorities, women, and veterans, when it makes good business sense and benefits all parties.

Insight recognizes that diversity sourcing is a key business driver for many of our clients. Insight's strategic partnerships can help clients meet these goals. We also recognize that each client brings a different set of requirements as it relates to their current diversity program and procurement process.

Insight offers a variety of programs that allow clients to leverage Insight's value-added services and global buying power, while having the opportunity to work directly with one of our certified diversity partners.

- Direct, strategic partnerships with diversity companies working side-by-side to provide solid business solutions for our shared clients.
- Sourcing products through Insight's supply chain of small and diverse suppliers.
- 3rd party leasing for Insight clients seeking diversity spend.

We believe that by creating long-term relationships and providing business opportunities for minority-owned, woman-owned, and small businesses, we are better able to serve our clients and support the diverse communities in which we do business.

Insight would be happy to discuss all available options should a Participating Public Agency want to learn more about our diversity programs.

G. *Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response.*

- *Minority Women Business Enterprise*
  Insight Response: No
- *Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)*
  Insight Response: No
- *Historically Underutilized Business (HUB)*
  Insight Response: No
- *Historically Underutilized Business Zone Enterprise (HUBZone)*
  Insight Response: No
- *Other recognized diversity certificate holder*
  Insight Response: No

H. *List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.*

Insight Response:

Insight has relationships with dozens of subcontractors, some of whom do meet minority-owned standards. At this time, since we do not know what specific services will be requested, we do not have any subcontractors to name in our response. In general, we use subcontractors to augment our services staff so that we are able to assist clients throughout the country. Subcontractors are available for such projects as Microsoft consulting services, cabling, installation of communication systems in fleet vehicles, professional services, staffing, asset disposal, break/fix, and help desk services.

Insight has a formal subcontractor selection process in place which includes an in-depth business case review of the potential subcontractor by Senior Services Management, credit and background checks and execution of a Master Subcontractor Agreement. This review includes a thorough understanding of the subcontractor's capabilities, the ability of the subcontractor to meet Insight and client requirements, and a review of business references. Periodic audits are performed to ensure subcontractors are in compliance with Insight's contract and high performance standards.

I. *Describe how supplier differentiates itself from its competitors*

Insight Response:

Our clients are our number-one priority, so our primary goal is to deliver client value, which helps us earn client loyalty. We expect our clients to achieve advantages by leveraging our unique capabilities to provide end-to-end secure digital transformation solutions and services. From IT strategy and design to implementation and management, we meet clients wherever they are now and work alongside them to get them to where they want to be. Whether implementing public cloud or as-a-service workplace solutions, designing a next-generation or hybrid cloud data center, or leveraging sophisticated Internet-of-Things ("IoT") and artificial intelligence solutions to improve our clients' experiences, we provide technical expertise and advisory services to our clients as an industry-recognized solutions integrator. Our go-to-market framework for our cloud and digital expertise is built on over 30 years of broad IT experience combined with strategic acquisitions, new cloud and digital knowledge, and deep partner relationships. We are uniquely positioned to help our clients maximize the values of their technology today – and accelerate tomorrow.

Each of our areas of expertise represents a discrete area of growth for our business. When connected, they provide a platform for our clients to leverage our breadth of knowledge to solve their most relevant challenges. Powered by Insight's legacy technology supply chain expertise, we can support our services offerings within the hardware, software, and cloud solutions from market-leading and emerging manufacturer brands. We employ centralized and field-based sales, engineering, and services resources to execute our strategy to connect with our clients. We also invested in technical engineers, architects, and software developers who create and deliver integrated IT solutions to our clients globally, a capability we believe differentiates us in the marketplace.

Insight offers the most extensive product selection in the industry and a full range of services, including enterprise consulting, high-performance systems, integration, configuration, deployment, lifecycle management, and networking design. Our status as a global provider of IT products and services with 11,000+ employees located worldwide and our stature as a Fortune 500 company makes Insight a 'Trusted Advisor.' Our breadth of capabilities provides our clients with substantial buying power while following our business model to work with our clients to perform customized services such as you would find with a smaller Value-Added Reseller (VAR).

Single Source Provider & Super Solution Integrator

When evaluating IT suppliers, it is essential to look at the entire procurement process. IT management includes more than just buying a product. The value of the reseller relationship — the ease of having one contact to handle all your IT needs, from product procurement to services to asset disposition is a key component to your success. Using Insight as your single-source provider for IT products and services means you have only one relationship to build and maintain. It eliminates the need for multiple purchase orders, invoices, and chances for error. Today, organizations are facing more challenges than ever before. Organizations are assessing how to optimize IT operations and free up funds for the innovation required to manage today and prepare for a future that could be much different than anticipated.

Manufacturer & Publisher Relationships

Insight receives the best pricing offered by the central IT hardware manufacturers and publishers, such as HP, Inc., IBM, Lenovo, VMware, and Cisco. These strong relationships allow Insight to acquire better product allocations and higher levels of support than many of our competitors. Insight is proactive and aggressive in our efforts to lower our clients' costs continuously. We will employ our extensive manufacturer and publisher relationships to negotiate on our clients' behalf to reduce costs.

J. *Describe any present or past litigation, bankruptcy or reorganization involving supplier.*

Insight Response:

Insight is not involved in any pending or threatened legal proceedings that we believe would reasonably be expected to have a material adverse effect on its business, financial condition, or results of operations. Insight has never filed for bankruptcy.

K. *Felony Conviction Notice: Indicate if the supplier:*

a. *is a publicly held corporation and this reporting requirement is not applicable;*
b. *is not owned or operated by anyone who has been convicted of a felony; or*
c. *is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions;*

Insight Response:

Insight is a wholly-owned subsidiary of a publicly held corporation and the reporting requirement is not applicable.

L. *Describe any debarment or suspension actions taken against supplier.*

Insight Response:

Insight has not had any debarment or suspension actions taken against it.

DISTRIBUTION / LOGISTICS

A. *Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.*

Insight Response:

Insight is offering Cobb County and all Participating Public Agencies our complete portfolio of hardware, software, cloud solutions, and services, including but not limited to the following.

Hardware Product Offerings

We offer products from hundreds of manufacturers, including such industry leaders as Cisco, Dell/EMC, HP Inc., Lenovo, Hewlett Packard Enterprise Company ("HPE"), NetApp, Apple, Microsoft, and IBM. Our scale and purchasing power, combined with our efficient, high-volume, and cost-effective direct sales and marketing model, allow us to offer competitive prices. We believe that providing choices from multiple partners enables us to better serve our clients by providing various product solutions to address their specific technology needs.

In addition to our distribution facilities, we have "direct-ship" programs with many of our partners, including manufacturers and distributors, allowing us to expand our product offerings without increasing inventory, handling costs, or inventory warehousing risk exposure. As a result, we can offer billions of dollars of virtual inventory products to fulfill our performance obligations to our clients. Convenience and product options among multiple brands are vital competitive advantages compared to manufacturers' direct selling programs, which are generally limited to their brands and may not offer clients a complete or best-in-class solution across all product categories.

Our Hardware Life Cycle Services consists of sourcing, procuring, staging, configuring, integrating, testing, deploying, refurbishing, and redeploying IT products spanning endpoints to infrastructure, regionally, or across the globe via the Insight footprint and our extensive engaged network of suppliers.

Software Product Offerings

Our clients acquire software applications from us through licensing agreements with software publishers or boxed products. We offer products from hundreds of publishers, including such industry leaders as Microsoft, VMware, Adobe, IBM Software, Symantec, and Citrix. As software publishers choose different models for implementing licensing agreements, organizations must evaluate the alternatives to ensure that they select the appropriate contracts and comply with the publishers' licensing terms when purchasing and managing their software licenses. With many publishers now offering public cloud-based software solutions in place of licenses consumed on-premise, we expect to continue migration to the cloud-based software alternatives. Our software lifecycle services consist of portfolio management, compliance, integration, and adoption, on-premise or in the cloud, regionally or globally.

Solutions and Services Offerings

As a comprehensive Solutions Integrator (SI), Insight takes a client-focused approach to helping organizations identify, adopt, and manage the most appropriate solutions to drive digital transformation and modernization for innovation. Our Areas of Expertise include the Modern Workplace, Modern Apps, Modern Infrastructure, Intelligent Edge, Cybersecurity, and Data and AI. With proven methodologies and experienced teams, we help enable operational efficiencies,

gain business agility, mitigate risk, manage compliance, address spiraling data growth, and meet the demands of the modern workplace.

Our client-focused approach ensures the most appropriate solutions to drive digital transformation and modernization for innovation.



Modern Workplace

Due to the recent rapid mobilization of the workforce, a dramatic shift in the IT support needs of the landscape of the typical workplace has changed forever. We help our clients modernize essential workplace products, platforms, and workflows to create enhanced environments for secure productivity and flexibility. Insight is dedicated to steadily enhancing end-users' experience as an established leader in the industry.

For five consecutive years, Insight's Workplace Services has been distinguished in Gartner's Magic Quadrant for focusing on clients' needs, having a cost-savings approach, and providing vital support for hybrid workforce and endpoint solutions. Insight can simplify the management of our clients' IT Lifecycle and enable a fast hybrid "work anywhere" environment for their workforce. We will consistently provide comprehensive device services (including DaaS, Managed Endpoint, warehousing, and multi-media messaging) for clients through assessment and strategy engagements.

Modern Apps

The applications our clients leverage to enable workers and delight end users can be a crucial differentiator for your organization. Applications are critical to operations, but it's common to struggle with challenges, from poor user experiences to skills gaps. An underperforming application environment often forces developers to find workarounds and IT to make quick fixes while the organization experiences a significant drag.

We build modern business applications using repeatable methodologies and an agile, user-centric approach to help our clients' organizations innovate, differentiate, and grow. We future proof our clients' critical applications for increased innovation and organizational agility.

Modern Infrastructure

Technology-driven transformation is on a steep growth trajectory. Insight helps organizations modernize to drive value with proven technology architectures and flexible cloud and data solutions. The result is leveraging technology investments to create an engine of growth.

We architect and deliver modern infrastructure solutions, management, and support spanning cloud and data center platforms, modern networks, and edge technologies, to enable our clients' organizations' digital transformation. We strive to exceed our clients' demands to accelerate faster in the cloud, and our knowledgeable teams maintain essential relationships with crucial cloud partners.

Intelligent Edge

Traditional architectures are focused on the data center. Modern architectures incorporate cloud and hybrid cloud, converged solutions, and potential solutions like containers. The intelligent edge extends the perimeter to new places — factory floors, cornfields, retail stores, wind turbines, surgical units, coal mines, and nearly anywhere you could imagine. We architect and deliver edge solutions spanning network, compute, storage, and artificial intelligence ("AI") and machine learning ("ML") to drive value and deliver ongoing support for the IoT.

Although some aspects of the intelligent edge mirror traditional approaches, there are many novel considerations. Go from idea to execution with Insight. Our team can support clients using case identification, strategy, architecture and design, deployment, testing and optimization, and monitoring and management — the full spectrum of realizing your intelligent edge.

Data & Artificial Intelligence (AI)

Insight brings multidisciplinary expertise, hardened skills across all major technology partners, and a depth of vision that outperforms our competition. We modernize data platforms and architectures and build data analytics and AI solutions that transform our clients' operations and user experiences.

What Insight can deliver to our clients:

- Modern data platforms, cloud, and infrastructure.
- Data, AI, and ML solutions use case development, design, and implementation.
- Data and analytics estate development/re-development and unification.
- Security and governance for data and AI solutions.

Cybersecurity / Security and Networking

Innovation and growth are necessary. Thus, networking and security best practices must keep evolving. Our team can offer guidance and technical support at every step, focusing on aligning business and IT strategies. Insight delivers comprehensive ransomware and cyberthreat prevention and protection solutions and strategies while enhancing visibility and context with fewer manual inputs.

What we'll provide to our clients:

- Alleviate large-scale security teams through simplified security management.
- Security framework implementation (Secure Access Service Edge, Zero Trust, software-defined).
- Wireless connectivity architectures and implementations, including CBRS and standup outdoor units.
- Security for hybrid cloud and multi-cloud leveraging automation.
- Artificial Intelligence (AI), machine learning, and advanced methodologies.
- Modern data protection spans cloud, edge, and on-premises environments, encompassing data classification, governance, compliance, and disaster recovery.
- Software-defined technologies, including SD-WAN, SD-LAN, and SDDC.

B. *Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.*

Insight Response:

Insight maintains a primary inventory of $70 to 80 million on hand in Hanover Park, Illinois. This inventory is not shared or divided among other geographic offices. Many of our nationwide competitors can claim to have larger inventories; however, when it is distributed to hundreds of locations or franchises across the country, the inventory is much smaller, diffused, and harder to consistently allocate to our clients. Insight works closely with our major business partners to privatize inventory and will stock additional products to meet specific project and rollout schedules.

Insight's 380,000 square foot distribution center and configuration lab is a state-of-the-art facility ensuring maximum efficiency. The latest innovations in radio frequency monitoring, bar coding, batch/zone picking, and automated product movement, allow Insight to ship over 4,500 orders per day.

Insight also can draw an additional $2 to $3 billion in inventory from several nationwide distribution centers. Insight is currently online (real time) with Ingram Micro and TD Synnex. We can access their inventories from our systems to view additional inventory. Many dealers prefer to wait and receive their own allocation of product from the manufacturer. At Insight, we view second sourcing as an intangible value added that helps us deliver product faster and make our clients more efficient. We can find any product, anywhere in North America.

Product from these locations can be drop shipped and sent via overnight carrier if requested by our clients.

As a product becomes increasingly difficult to procure, Insight will ask for and receive the distribution data history for the product and call all the companies that obtained shipments from the manufacturer.

Finally, Insight has established a network of distribution partners that we utilize on a regular basis. Our purchasing staff will call this channel of contacts and work to procure product when necessary.

C. *Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.*

Insight Response:

Insight takes contract compliance very seriously, and we have a dedicated Contract Compliance team that sits under Legal to ensure we're adhering to the terms and conditions of our contracts.

From a systems perspective, Insight has a Contracts Module that is designed specifically to reduce possible human error. The system calculates the contract sell price, preventing anyone from charging more than the approved contract price. This function disallows the sales team from saving a quote or order unless the price is at or below the contracted price. Insight's Compliance team is the only team capable of assigning a contract to an account. The system, through a series of rules, automatically assigns the products to the contract. Sales cannot misrepresent that a specific product is on contract when it is not. The Compliance team audits the sales activity and reviews every new account for accuracy (so that the contracts related are accurate).

Insight does not have any retail or in-store locations, nor we do sell our products, services, and solutions through distributors. All sales will be made directly through Insight via our sales teammates.

D. *Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.*

Insight Response:

Products shipped from Insight's Distribution Facility in Hanover Park, Illinois, can be shipped via UPS, FedEx, Truckline, major air/heavy freight carriers such as Ceva, PGL, or a client-requested carrier. The number of business days for delivery after receipt of order varies based on the method in which the product was shipped (i.e., UPS, FedEx, etc.) and the priority it was shipped.

Due to our large shipping volume, Insight has negotiated some of the best rates with many of the carriers listed. Insight will ship products using the most aggressive priced carrier depending on poundage and scheduled delivery. Insight will adhere to specific client requests to use a different carrier and/or upgrade to a "Priority" shipment.

Because Insight cares about the security of our clients' shipments, we have instructed our delivery agents not to leave packages at a client location without a signature. Clients may choose to have their order delivered to an alternate location if they will not be available to receive it.

For hardware, we have "direct-ship" programs with many of our partners, including manufacturers and distributors, allowing us to expand our product offerings without increasing inventory, handling costs or inventory risk exposure. As a result, we can provide a product offering with billions of dollars of products in virtual inventory. Convenience and product options among multiple brands are key competitive advantages compared to manufacturers' direct selling

programs, which are generally limited to their own brands and may not offer clients a complete or best-in-class solution across all product categories.

Insight will provide free basic best way ground shipping for all applicable orders placed under the Master Agreement to any Participating Public Agency within the continental United States.

Should a Participating Public Agency require expedited and/or a customized shipping solution or if the product is considered heavy weight, we will provide a written quote of estimated freight charges prior to order placement. As standard business practice, shipments are delivered Monday through Friday, with no deliveries on weekends or holidays. We do offer limited Saturday delivery service; however, this service is not available for all products, from all shipping warehouses, or for all delivery locations. There is no online option for setting a shipment for Saturday delivery. In order to check on the availability of Saturday delivery for your desired product, please call us at **1.800.INSIGHT** (1.800.467.4448).

E. *Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.*

Insight Response:



Insight provides inventory management and warehousing services from our Insight-operated Distribution and Integration Facilities in the United States, Canada, UK, and Germany. Our facilities ensure maximum efficiency, boasting the latest innovations in radio frequency monitoring, bar coding, batch/zone picking, and automated product movement, allowing us to ship over 4,500 orders per day in the U.S. alone.

Insight's flagship Hanover Park facility houses our primary inventory of $70-$80 million in products from over 1,500 leading manufacturers. Our inventory is not shared or divided among other geographic offices. At 380,000 square feet, this location provides us the ability to offer our clients enhanced lifecycle services. The largest of its kind, we offer warehousing, integration, and break/fix services.

Insight's acquisition of PCM in 2019 complemented our supply chain optimization solution offering and added scale by increasing our distribution center footprint in North America. Facilities included with the acquisition include:

- Lewis Center, OH: 84,640 ft^2
- Worthington, OH: 126,000 ft^2
- Fontana, CA: 4,000 ft^2
- Edmonton, AB: 20,500 ft^2
- Calgary, AB: 10,750 ft^2

These facilities allow for a combined 594,000+ ft^2 across North America.

MARKETING AND SALES

A. *Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to.*

   i. *Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*

   ii. *Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days*

Insight Response:

As a current OMNIA Partners Supplier who has worked with the OMNIA Partners team (and the U.S. Communities team before that) for over thirteen years, Insight has the experience and the knowledge needed to roll out and implement a new OMNIA Partners contract. As such, we fully anticipate a seamless transition from our current contract to a new contract award. As part of that transition, here are the activities we will undertake for implementation of the new Master Agreement.

90-Day Implementation Plan	
Within 10 days of award	Our Senior Vice President of Public Sector, Scott Friedlander, will provide his endorsement and sponsorship of the award as Insight's strategic go-to-market contract vehicle for our SLED customers to the following groups: • Executive senior leadership at OMNIA Partners • Executive senior leadership at Insight • Insight's extended SLED sales teams
Within 30 days of award	Our National Account Manager, Erica Falchetti, will connect with her counterparts at OMNIA Partners to have an initial kickoff call to discuss timelines and expectations. Insight's Contract Compliance Team will set up the new contract in our SAP system, ensuring that the pricing structure proposed in our response is reflected accurately in the system. A required training will be conducted by our National Account Manager and our Contract Compliance Team for all Insight SLED sales, services, and operations teammates to ensure there is a clear understanding of the deliverables, service-levels, and related information.
Within 60 days of award	Insight will reach out to all agencies who have a formal piggyback contract in place under the current contract so that a new formal piggyback contract can be created under the new contract award.
Within 90 days of award	Insight will connect with the OMNIA Partners Sales team and Member Development team to provide training on our new contract.

B. *Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to.*

i. *Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*

Insight Response:

Please see the 90-Day Implementation Plan above.

ii. *Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days*

Insight Response:

Please see the 90-Day Implementation Plan above.

iii. *Design, publication and distribution of co-branded marketing materials within first 90 days.*

Insight Response:

As a current OMNIA Partners Supplier who has worked with the OMNIA Partners team (and the U.S. Communities team before that) for over thirteen years, Insight has the experience and the knowledge needed to market a new OMNIA Partners contract. Here are the activities we will undertake to market the Master Agreement.

90-Day Marketing Plan	
Within 30 days of award	The Insight and OMNIA Partners marketing teams will meet to discuss and plan activities to promote the new contract. This will include Electronic Direct Mail, marketing collateral, and updates to both Insight's and OMNIA Partners' websites. A deadline will be set for finalizing the deliverables.
Within 60 days of award	The Insight and OMNIA Partners marketing teams will meet to review collateral and discuss any other planned marketing outreach efforts.
Within 90 days of award	All collateral will be finalized and a timeline will be created for distributing the marketing collateral to existing Insight clients and to registered members of OMNIA Partners.

iv. *Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement*

Insight Response:

Insight commits to attend and participate with OMNIA Partners at national, regional, and supplier-specific trade shows, conferences, and meetings throughout the term of the Master Agreement.

v. *Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.*

Insight Response:

Insight commits to attend, exhibit at, participate in, promote, and market the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Insight has been exhibiting at the NIGP Annual Forum for over ten years.

vi. *Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement.*

Insight Response:

Insight will work with OMNIA Partners to create a national print advertising campaign for this contract. Among the possible publications for consideration are Center for Digital Government / Center for Digital Education / Government Technology, EDUCAUSE Review, and American City & County. We currently partner with OMNIA Partners on these types of advertising activities.

vii. *Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.).*

Insight Response:

Insight will continue to work closely with OMNIA Partners in the development of a mutually agreeable marketing plan. We believe that marketing efforts should be primarily focused on decision makers in both procurement and IT, as we have found that marketing to these higher-level decision makers results in a significantly higher return on investment.

The following is a general overview of our marketing commitment.

Insight Commitment

Insight commits to spend up to 0.25% of contract revenue in marketing activities to promote the contract. These activities will include, but not be limited to, participating in tradeshows, creating co-branded marketing collateral, developing sales contests, driving awareness of the contract, and other activities as determined by Insight management.

Incremental Funding

Insight will make a coordinated effort internally to work with our manufacturer and publisher partners to provide incremental marketing funds for promotion of the contract and the manufacturer's/publisher's products and solutions.

Collateral

Insight will work with OMNIA Partners to create marketing collateral, similar to what we've done under the current contract. An example of that collateral is included in **Section 9 – Appendices, Appendix E**.

Case Studies

Insight will work with OMNIA Partners to document case studies, similar to what we've done under the current contract. An example of a case study is included in **Section 9 – Appendices, Appendix F**.

Electronic Direct Mail (EDM)

Insight will create EDMs for our "opted-in" public sector clients to make them aware of the new contract.

viii. *Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:*

- *OMNIA Partners standard logo;*
- *Copy of original Request for Proposal;*
- *Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;*
- *Summary of Products and pricing;*
- *Marketing Materials*
- *Electronic link to OMNIA Partners' website including the online registration page;*
- *A dedicated toll-free number and email address for OMNIA Partners*

Insight Response:

Insight currently has a dedicated OMNIA Partners internet web-based homepage on our website, located here: www.ips.insight.com/omnia. Upon notice of an award, we will update the website with information about the new contract.

C. *Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.*

Insight Response:

As an existing contract holder with OMNIA Partners, Insight has spent the last thirteen years actively marketing and promoting our contract to Participating Public Agencies. During that time, over 5,000 registered agencies have chosen to purchase from us through our OMNIA Partners contract. Insight is completely committed to the marketing and success of this contract and will continue in our go-to-market sales strategies including:

- Insight will seek to leverage this contract with our more than 60,000 current public sector clients by utilizing our existing sales teams and processes, as well as through the marketing activities described elsewhere in this response.
- Insight sales teams will proactively engage the local vendor community to promote this contract's value proposition and its specific value to their relative local contractual situations.

The following is a list of SLED multi-state cooperative contracts held by Insight. This list does not include contracts where Insight has been named as an authorized reseller on a manufacturer-held contract, as we are not the primary contract holder for such contracts.

- NASPO ValuePoint Software VAR
- Equalis Group
- NASPO ValuePoint Cloud Solutions
- Sourcewell (Cisco & Microsoft Unified Communications Solutions)

While we understand that our existing contracts may be viewed as an obstacle to our ability to succeed in and broaden this contract, Insight believes our existing contractual relationships are actually a benefit to OMNIA Partners. We will seek to leverage the existing relationships that we have developed under these contracts to:

- Transition clients over to the OMNIA Partners contract (when possible).
- Position the OMNIA Partners contract with clients as an alternative contract vehicle for all items not covered by their existing contracts.
- Discuss the value of moving their acquisition efforts to the OMNIA Partners contract with procurement officials. Ideally this conversation should be pursued jointly with both the appropriate local vendor partners and the OMNIA Partners Regional Managers and Member Development Managers.

D. *Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.*

Insight Response:

Insight agrees to provide our logo to OMNIA Partners and agrees to provide permission for reproductions of such logo in marketing communications and promotions. Insight also acknowledges that use of the OMNIA Partners logo will require permission for reproduction.

E. *Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:*

i. *Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*
ii. *Best government pricing*
iii. *No cost to participate*
iv. *Non-exclusive*

Insight Response:

Insight confirms that we will be proactive in our direct sales of goods and services to Public Agencies nationwide and that we will follow up on any leads established by OMNIA Partners. We have an existing email alias, OMNIA@insight.com, where leads are currently sent, and those leads are immediately forwarded to the appropriate Insight sales teammate.

Insight further confirms that all sales materials will be presented to the OMNIA Partners marketing team for review before they are distributed to Public Agencies. Insight commits that our sales materials will communicate 1) executive leadership endorsement and sponsorship, 2) best government pricing, 3) no cost to participate, and 4) the fact that our award is non-exclusive.

F. *Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include*

i. *Key features of Master Agreement*
ii. *Working knowledge of the solicitation process*
iii. *Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners*
iv. *Knowledge of benefits of the use of cooperative contracts*

Insight Response:

Insight confirms that we will train our national sales force on the Master Agreement, and that the training will include 1) key features of the Master Agreement, 2) working knowledge of the solicitation process, 3) awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, and 4) knowledge of benefits of the use of cooperative contracts.

Upon contract award, our SLED sales teams will participate in mandatory training on the new contract, including all details on our corporate, pricing, and sales commitments. On a continuing basis, extensive training on the OMNIA Partners contract will be provided to all new sales and support staff before entering the sales floor. Additionally, we will provide annual refresher trainings to our sales, services, and support teams so they remain current and focused on our primary offering.

Every Insight teammate who works with public sector clients must go through a series of specific trainings to ensure that the teammate understands not only the public sector client but also acknowledges that they will adhere to all applicable laws, regulations, and policies that are involved with providing service to a client in the public sector, including our contracts.

Training sessions are handled by Insight's Learning & Development and Compliance Teams. We drill down to the individual teammate's responsibilities and specific client base to ensure he or she understands the contracts that will be supported by the teammate.

G. *Provide the name, title, e-mail and phone number for the person(s) who will be responsible for:*

i. *Executive Support*
ii. *Marketing*
iii. *Sales*
iv. *Sales Support*
v. *Financial Reporting*
vi. *Accounts Payable*
vii. *Contracts*

Insight Response:

Insight's OMNIA team is as follows:

i. Executive Support: Scott Friedlander, Senior Vice President – Public Sector, scott.friedlander@insight.com, 703.594.8129

ii. Marketing: Kathy Kramer, Marketing Manager, katherine.kramer@insight.com, 937.415.9427

iii. Sales: Erica Falchetti, Sr. SLED Market Leader – Capture & Business Development, erica.falchetti@insight.com, 480.333.3071

iv. Sales Support: Tone Tuskan, Manager – SLED Client Operations, tone.tuskan@insight.com, 509.742.2283

v. Financial Reporting – Virginia Mace, SLED Compliance Specialist, sledreporting@insight.com, 480.333.3068

vi. Accounts Payable – Virginia Mace, SLED Compliance Specialist, sledreporting@insight.com, 480.333.3068

vii. Contracts – Brittany Dunaway, Manager – SLED Compliance, sledcontracts@insight.com, 480.366.7029

H. *Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.*

Insight Response:

Insight has four Sales Market Leaders who oversee all our sales teams. Kevin Hallihan leads our field sales teams in the East and Central, Brian Louderback leads our field sales teams in the West and TOLA, Ken Richter leads our national inside sales teams, and Clayton Boras leads a team dedicated to higher education entities. All told, we have over 100 dedicated sales teammates and managers who sell only into the state, local, and education space.

These sales teammates are supported by an additional 150+ dedicated SLED client operations, software, services support, business development, and contract compliance teammates. Sales and support teammates are spread throughout the U.S., both in company offices and in remote home offices. This coverage helps to ensure our clients have access to a team of people at Insight, regardless of what time zone they may be in.

We have provided an organizational chart in **Section 9 – Appendices, Appendix A**.

The highest level executive in charge of the sales team is Scott Friedlander, Senior Vice President –Public Sector. His contact information is as follows:

Scott Friedlander, SVP Public Sector
scott.friedlander@insight.com
703.594.8129

I. *Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.*

Insight Response:

Many of Insight's 100+ SLED sales teammates already have relationships with their OMNIA Partners counterparts, both in Sales and in Member Development. Additionally, our sales teams have years of experience in positioning and selling the value of the OMNIA Partners contract. Our commitment to growth is reflected in our contract sales, which have increased steadily over the past 13 years, and which have more than doubled since we were awarded the most recent contract back in 2016.

Additionally, Insight invests more than $500,000 annually in marketing and sales development funds specifically towards growing sales under our existing contract. Upon award of a new contract, we are fully committed to making continued large investments in this area.

Insight will continue to partner with the OMNIA Partners team through joint sales calls, tradeshow attendance, and participation in team calls.

I. *Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set- up, timely contract administration, etc.*

Insight Response:

As an existing Supplier with OMNIA Partners, Insight has over 13 years of experience in managing the national program. We have long-standing relationships with the OMNIA Partners team, including Marketing, Partner Development, Member Development, and Sales.

Upon award of a new contract, we will continue our regular cadence with these teams, which includes a monthly meeting between the Insight and OMNIA Partners marketing teams, regular participation on sales team calls, and consistent communication with our designated Vice President for Partner Development.

Erica Falchetti will continue to serve as Insight's National Account Manager and will be responsible for coordinating activities between Insight and OMNIA Partners. Additionally, Insight's Contract Compliance team will be responsible for the administration of the contract and will ensure that we are remaining compliant with the terms and conditions of the contract.

Any leads that come to us from either the OMNIA Partners Sales team or the Member Development team will be immediately handed over to the Insight account executive for that Participating Public Agency. If we don't have an account set up for the agency (which, in our experience, is rare), the Insight account executive will ensure one is created in a timely manner.

Insight understands that the success of our contract is dependent on clear lines of communication, and we commit to strengthening our relationships with the OMNIA Partners team to ensure the communication continues throughout the term of this Master Agreement.

J. *State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.*

Insight Response:

Insight's gross sales to SLED entities in fiscal year 2021 totaled $1,362,538,000.

Below is a list of Insight's ten largest SLED clients, along with the total purchases for fiscal year 2021. Contacts at the below agencies have not given their approval for their information to be publicly released. Should you need to contact any of these agencies, please reach out to Erica Falchetti, erica.falchetti@insight.com.

- Tennessee Department of Finance and Administration ($46,164,000)
- Washington Consolidated Technology Services ($30,331,000)
- Colorado Governor's Office of Information Technology ($25,959,000)
- Texas Health and Human Services Commission ($21,953,000)
- Mesa Unified School District ($21,089,000)
- New Jersey Judiciary Court System ($19,286,000)
- Miami-Dade County ($18,892,000)
- Kentucky Commonwealth Office of Technology ($17,671,000)
- Iowa Office of Chief Information Officer ($17,330,000)
- New Jersey Office of Information Technology ($15,012,000)

K. *Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.*

Insight Response:

Insight's account management model integrates a deep footprint of field sales representatives and consultants with inside sales personnel in locations around the United States.

Our account management approach ensures our clients have expert support and strategic alignment of their hardware, software, cloud, and services requirements. Our clients' IT technology and procurement teams will benefit by having the advantage of working with a dedicated account team that is familiar with and adheres to their internal processes and methodologies.

Insight utilizes SAP as the internal ERP system for managing client account information. SAP also supports various order entry and inventory control functions.

Quotes and Order Placement

Quotes can be requested electronically through Insight's e-procurement portal, or via an agency's dedicated account team (via email, phone, or fax). All mediums will elicit pricing, product availability, configuration, and shipping information.

Using Insight's web portal, end users can save items in their cart as a quote for purchase later. Saved quotes can also be emailed. Should the user decide to (and have the authority to) purchase the quoted items, the saved quote can be turned into an order that will be placed online.

Insight's web purchasing portal displays an order confirmation screen after the order has been placed. The end user or user account that placed the order will also receive the following via email:

- A copy of the notification confirming the web order has been received
- Advanced Shipment Notification (ASN) when product from the order ships. Below is an example of the Advanced Ship Notification (email that Client/Buyer Receives)

ADVANCE SHIP NOTICE

Your order has been picked and packed for shipping. Please see your tracking number(s) below. If tracking information is not yet available, please check it again the following business day. We appreciate your business and are committed to delivering excellent service.

Material	Description	Order Qty	Shpd Qty	Ship Date
CHS-7080-MFF	OPTIPLEX 7080 MFF I5-10500T 8GB 256SSD B See below Delivery 0820737617	10	10	19-JAN-2021
210-AUNF-CHSPSC	DELL 22 MONITOR - E2220H See below Delivery 0820737617	27	27	19-JAN-2021

Serial #: 9DYXD73, 9F0XD73, 9F0YD73, 9F1XD73, 9F1YD73, 9F1ZD73, 9F2XD73, 9F2YD73, 9F2ZD73, 9F3XD73

For online orders, clients will receive the ASN by default. This setting can be turned off if desired. An additional email can be added at the time of order placement to also receive the ASN. This feature is unique to Insight's ASN tool. Insight's ASN is available via hard copy, verbal and/or web-based purchasing. ASNs are also available for non-web orders placed through Insight's

ordering system by the Insight Account Team. After an order has been placed, end users with appropriate permissions can add an ASN for future shipments from that order.

Tracking Orders

End users will have access to review purchase orders in detail and even track shipped orders. Multiple levels of information are built into the system to provide end users with details, which can be sorted by the following criteria:

- Invoice Number
- Order Date
- Purchase Order Number
- Ship Date
- Tracking information with direct link to shipper's website (i.e., FedEx, UPS)
- Order Numbers
- Ship to Address
- Delivery Status
- Serial Numbers (if applicable)

For added convenience, Insight has integrated our order processing, labeling, and tracking systems with the systems of major freight carriers. Order tracking numbers are hyperlinked to the freight carrier's tracking system for up-to-the-minute information regarding order status. This integration helps to ensure efficient and accurate deliveries that are traceable by both Insight and our clients.

Order Timeframes

Orders containing product available in our $70-$80 million inventory held in Hanover Park, Illinois, will ship the same day providing no configuration services are needed and the order is received by 3:00 p.m. Central Time. Insight will ship all orders missing this cutoff time the following business day as a standard operating procedure. Software orders placed by 3:00 p.m. local time will ship that day. Insight maintains a 99.998% two-business day delivery rate for such "pick and pack" products. As a reseller, product availability is based on the manufacturer, so it will vary by product line.

Should the product need to be configured in our Integration labs, the normal turnaround time is two to three working days. If Insight runs into some extenuating circumstances that would create lab backlogs, the client will be notified so schedules can be changed accordingly. Our configuration labs operate 5 days a week, 24 hours a day.

The integration between our network and our distribution partners ensures advanced levels of service for our clients. For example, our order-processing system automatically chooses the warehouse closest to a client's delivery point so that orders placed by 3:00 p.m. local time are generally shipped that day. Overnight shipment cutoff from our distributor partners is 3:00 p.m. if product is in a west coast warehouse.

Invoices

Invoices are processed and sent to the designated billing address the day following product shipment, or in the case of licensing, the day after order placement, and can be sent via hard copy, EDI, or in a summary billing statement. Maintenance is invoiced in advance of the coverage period, based on the contractual agreement with the publishers.

The current Insight invoice format for products includes purchase order number, invoice number, purchase date, bill to and ship to information, a detailed product description, serial number (if applicable), manufacturer product number, unit pricing, number of units ordered, terms of payment, method of shipment indicating both carrier and terms, cost of delivery, and any applicable sales tax. Non-standard, client-specific information can additionally be provided on Insight invoices and reports. Insight can work with our clients to mutually determine the processes for attaining and providing such information.

For services, Insight itemizes bills based on the client billing requirements and the type of services provided. Insight is willing to discuss and mutually agree upon how bills are itemized, and the level of cost detail required to meet our clients' billing requirements.

In addition to the previously listed billing options, Insight currently offers clients the ability to exchange business documents electronically using both ANSI X.12 EDI (Electronic Data Interchange) and XML B2B (Business-to-Business) standards. These processes are standard Insight functionality that provide highly reliable alternatives for manual business transactions reducing cost and improving turnaround times.

Payments

Payments sent to the retail lockbox are posted to the client's account the same day the bank deposits the check without any intervention from accounts receivable. Payments sent to the retail lockbox that cannot be scanned and posted directly to the client accounts are rejected. These checks are photocopied by the lockbox and overnighted to accounts receivable to post manually to the client's account. Manual payments are posted within 24-48 hours of the bank's deposit. Insight does not use third party partners for billing purposes.

L. *Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").*

Insight Response:

$150,000,000.00 in year one

$175,000,000.00 in year two

$200,000,000.00 in year three

M. *Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.*

i. *Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).*
ii. *If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.*
iii. *Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).*

iv. *If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternative or additional proposal.*

Detail Supplier's strategies under these options when responding to a solicitation.

Insight Response:

As a Supplier with OMNIA Partners (and U.S. Communities before that) for over thirteen years, Insight understands the requirements and confirms our commitment to the above options for responding to a solicitation for Products covered under the Master Agreement. Our first goal is always to present the value of the Master Agreement to Public Agencies by making sure they understand that the contract was competitively-solicited and therefore a separate solicitation is not needed.

However, in those cases where a Public Agency still chooses to put out their own solicitation, Insight will either respond with pricing that is at or below the Master Agreement pricing (and report the subsequent sale to OMNIA Partners) or propose pricing that is higher than the Master Agreement. If a Public Agency allows for alternative proposals, we will include the Master Agreement as an option.

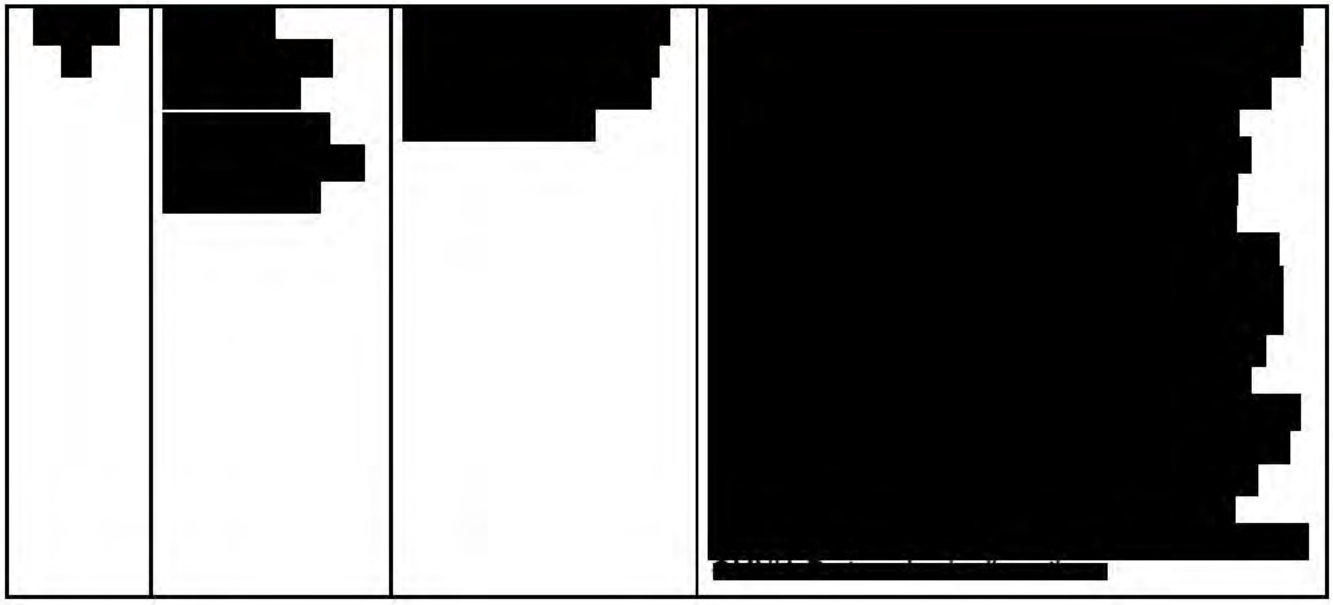
b. *The successful Supplier will be required to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement, Suppliers shall have any reviews required to sign the document prior to submitting a response. Supplier's response shall include any proposed exceptions to the OMNIA Partners Administration Agreement.*

Insight Response:

Insight requests that the following clarifications/exceptions be included in any final terms and conditions of the contract; nevertheless, if Insight is the successful bidder, Insight is amenable to negotiating mutually agreeable terms prior to the commencement of the engagement.

PAGE NUMBER	REFERENCE SECTION/ PARAGRAPH	IDENTIFIED EXCEPTION/NOTE	PROPOSED NEW LANGUAGE/COMMENT
16 (PDF P. 22)	Cobb County General Instructions for Proposers, Terms and Conditions; XIV. Delivery Failures	Supplier proposes to strike delivery penalties as Supply Chain issues are causing extreme delays in some cases, and those factors are beyond our control. Supplier will keep end users updated with expected lead times and delivery dates.	Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market or rebid for articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such an amount from monies owed the defaulting contractor. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

19 (PDF P. 25)	Cobb County General Instructions for Proposers, Terms and Conditions; XXVIII. Indemnification/Hold Harmless, 1st Paragraph	Supplier proposes to strike the 1st 2 sentences as the reps and warranties we are providing are already stated in this agreement and goes beyond the scope of warranties we have already agreed to.	To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, expenses, and liability of any kind whatsoever, including but not limited to attorneys' fees and other legal expenses, ("Liabilities") to the extent caused by or resulting from negligence, recklessness, or intentionally wrongful conduct arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to the party or person described in this Section XXVII.
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]



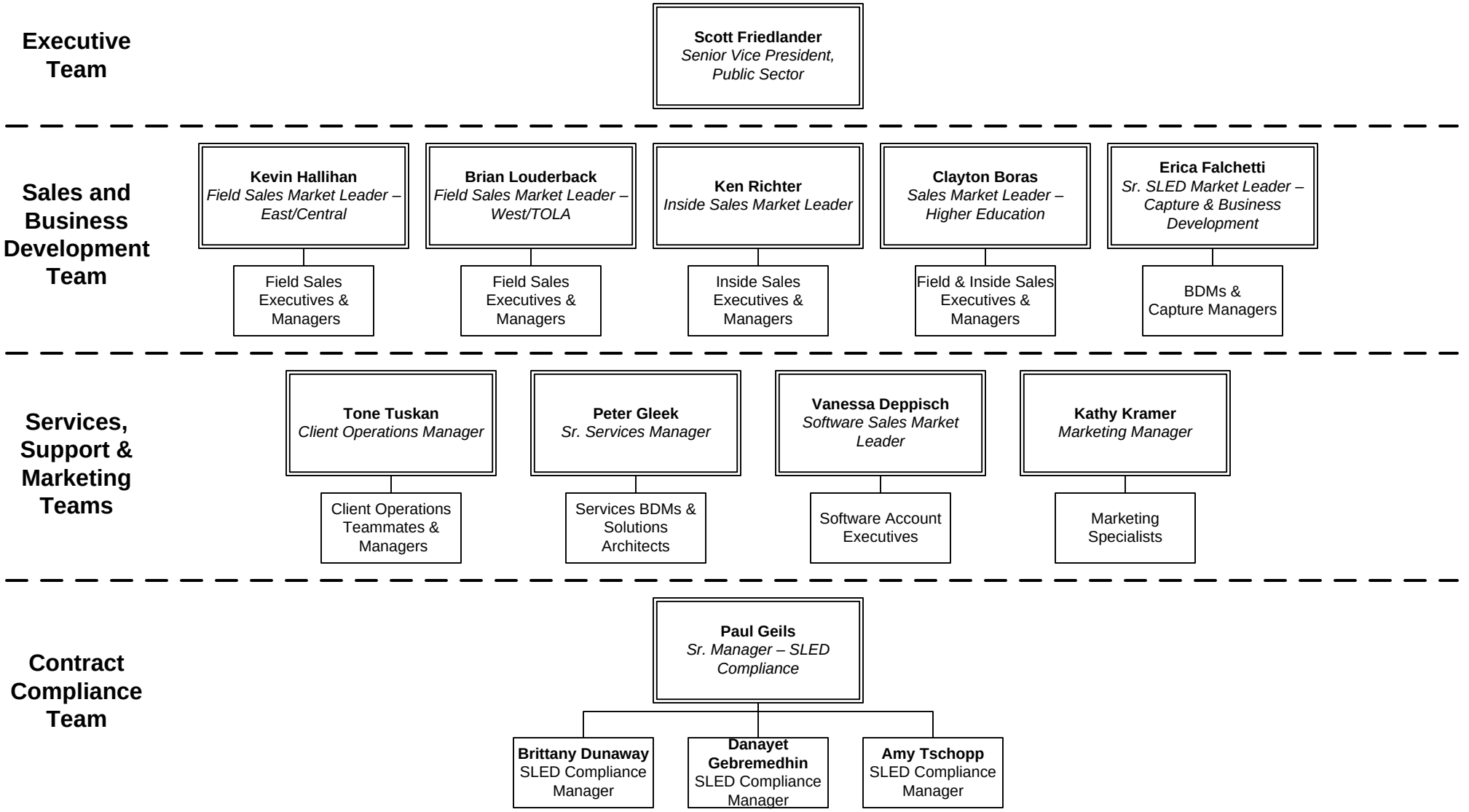
9. Appendices

Below is the list of documents included with our response.

- Appendix A – Organizational Chart
- Appendix B – Sample Agreements
    - Sample Insight Statement of Work (SOW) template
    - Sample Amazon Web Services Order Form Agreement
    - Sample Google Cloud Platform Order Form Agreement
    - Sample Microsoft Azure Order Form
- Appendix C – Manufacturers, Publishers, and Suppliers
- Appendix D – Dun & Bradstreet Report 2022
- Appendix E – Marketing Collateral
- Appendix F – Hidalgo County Case Study
- Bid Submittal Form
- RFP Form
- Exhibit A – Contractor Affidavit and Agreement
- Exhibit F – Federal Funds Certifications
- FEMA Special Conditions
- Exhibit G – New Jersey Business Compliance Forms
    - Statement of Ownership Disclosure
    - Non-Collusion Affidavit
    - Affirmative Action Affidavit
    - Political Contribution Disclosure Form
    - Stockholder Disclosure Certification
    - Certification on Non-Involvement in Prohibited Activities in Iran
    - New Jersey Business Registration Certificate
    - EEOAA Evidence with Certificate of Employee Information Report
    - MacBride Principals Form
- Addendum No. 1
- Addendum No. 2
- Addendum No. 3

Appendix A - Organization Chart

Insight Public Sector
Organization Chart
Cobb County & OMNIA Partners



Insight Client Account Number	
Statement of Work #	
State/Fed Contract	

Statement of Work

("SOW")

Parties and addresses for notice:

"Insight"	"Client"
Company name: Insight Public Sector, Inc.	Company name:
Primary contact:	Primary contact:
Address:13755 Sunrise Valley Drive, Suite 750 Herndon, VA 20171	Address:
Phone number: [update]	Phone number: [update]
Email: [update]	Email: [update]
Secondary contact: [update]	Secondary contact: [update]

Agreed and accepted:

Insight	Client
Authorized signature:	Authorized signature:
Name:	Name:
Title:	Title:
Date:	Date:

Invoicing procedures:

Method (Client MUST select ONE option below.)	PO Process (Client MUST select ONE option below.)
☐ **Mail Invoice** – Hard copy of invoice will be mailed to: Company name: Address: Attention: Accounts Payable or Accounts Payable Contact: Phone:	☐ **Client issues system-generated POs or internal reference numbers for service engagements.** Please fill in the PO number below and attach a hard copy of the PO to this signed SOW. Note: Services cannot be performed until a hard copy of the PO is received, or a billing reference is provided. PO number: PO release number (if applicable): Internal billing reference number/name:
OR ☐ **Email invoice** – Invoice copy will be sent electronically via email to:	OR ☐ Client does NOT issue system generated POs for service engagements. Accordingly, performance of and payment for any Services under this SOW do not require, and are not contingent upon, the issuance of any PO or other similar document.

This SOW is effective as of the date last signed above ("SOW Effective Date"). Client's purchase, receipt, and use of the Services defined herein are subject to: (a) the written agreement for Services executed between Insight and the Client ("Master Agreement"), or (b) if the parties do not have a Master Agreement in place for the Services, the Terms of Sale for Services located at https://www.insight.com/en_US/help/terms-of-sale-services-ips.html (collectively, the "Agreement"). Capitalized terms used but not defined in this SOW will have the meaning given in the Agreement.

1. Purpose

The purpose of this SOW is to set forth the specific Services that Insight will provide to Client in connection with the Agreement.

2. Definitions

a. "Deliverables" means the items created by Insight in connection with the Services and as specifically described in the Scope of Services and Delivery Schedule Section below.

b. "Services" has the meaning given to it in the Scope of Services and Delivery Schedule Section.

3. Scope of Services and Delivery Schedule

Insight will perform the following services ("Services") per the terms of this SOW.

3.1. Service Description

The following is a high-level description of the Services Insight will provide:

1. [update] as outlined in the Exhibit(s) of this SOW.

3.1.1. Location

Performance of the Services will be [remote and/or onsite].

- [client address]

3.2. Project Management

Insight will provide project management as detailed in the applicable Exhibit of this SOW.

3.3. How Services are Accepted

After Insight performs a Service or delivers a Deliverable to Client, if the Service or Deliverable does not meet the material requirements described in the SOW, then Client will provide Insight with a written explanation describing how the requirements were not met within 5 days following the date the Service or Deliverable was delivered to Client. If Client fails to provide the written explanation within this 5-day period, the Service and Deliverable will be deemed accepted by Client.

3.4. Business Hours

Services will be performed during normal United States business hours unless otherwise mutually agreed upon in the attached Exhibit(s). Normal business hours are defined as an 8-hour day, Monday through Friday, excluding designated Insight Holidays.

3.5. Client Responsibilities

Client is responsible for the following:

1. Client will provide a project contact with decision-making authority to support the scope of services described in this SOW and ensure the proper personnel are scheduled to review each completed Service or Deliverable upon notification of completion by Insight.

2. If applicable, Client will provide site contacts for each Client location. Each such contact will provide Insight with sufficient detail regarding his/her site, and will coordinate or perform required onsite work, as reasonably requested by Insight and Client IT, for the duration of the project.
3. Client will provide Insight the necessary access to its internal experts, location(s), critical systems, applications, workspace, and equipment required at each field location to complete the project. Access to Client systems will be provided to Insight via either onsite direct access or remote/VPN access. If Client cannot provide access or required resources under this SOW, then additional project duration, labor hours, travel expenses, and other costs may be incurred and due to Insight by Client.
4. Client will provide the necessary hardware, software, tools, and permits required for the successful completion of the project prior to Insight's arrival. Further, Client is responsible for all licensing requirements to be compliant per their own agreements.
5. Client is responsible for all product and material, including distribution and transport of Client-owned product and material, unless otherwise specified in writing. Product and material are defined as any items purchased, owned and/or provided by Client (or others) that Insight is required to use for fulfillment of any Services described herein.
6. Client is responsible for providing adequate and secure onsite storage for all Client-owned product and material unless otherwise specified in writing.
7. Client will be responsible for managing and maintaining, if applicable: (a) back-up and/or data migration of existing data and Client's information unless otherwise agreed to by Insight; (b) computer system and network designs; (c) component selection as it relates to the performance of the computer system and/or the network; (d) reasonable firewalls and if appropriate encryption; (e) least-privileged-based access controls (including provisioning, de-provisioning, authentication, authorization, and accountability controls); and (f) physical, electronic, and procedural controls to ensure the confidentiality, integrity, and availability of Client's information on all applicable Client computing systems used to store or transmit Client's information, in accordance with current applicable industry standards and best practices.
8. Client and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Insight, (b) provide input throughout the project and will review progress at review meetings requested by Insight; and (c) provide Insight with access to all of Client's information, documentation, and technology, necessary for Insight to perform the Services, including a list of all Client and third-party contacts necessary for Insight to do so.
9. If applicable, Client is responsible for performance of the following OCM-related tasks:
    a. Stakeholder Engagement, including but not limited to:
        i Stakeholder analysis, use case development, and/or persona/user segmentation activities
        ii Stakeholder engagement plan including scheduling of any activities
    b. Communications, including but not limited to:
        i Creation of a communications plan, including content plans for email, online resources, and any other communications channels
        ii Execution/creation of any content outlined in the communications plan
        iii Communications T-minus schedule
    c. Training, including but not limited to:
        i Training plan and schedule
        ii Training content planning, creation and/or execution
    d. Adoption, including but not limited to:
        i Creation or execution of a governance plan
        ii Creation or execution of a post-project end-user adoption plan

3.6. Assumptions

1. If applicable, any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.

2. Outside the scope of this SOW, Insight has no obligation to mount, affix, or otherwise fasten any cable, hardware, or other product to any building or structure (inside or outside), and Insight has no obligation to run cable above, under, behind, or through any ceiling, floor, or wall of any building or structure. If such services are requested by Client, such services may be performed by Insight only to the extent permitted by applicable law and will be subject to a Change Request for additional services.
3. Each party agrees that personnel will not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline a service request if the request falls outside their scope of experience and expertise.

3.7. Change Request Procedure

If either party identifies any alterations to the scope of work, specifications, or requirements in this SOW, it shall be brought to the attention of the other party's management for pre-authorization by completing and submitting a written Change Request in a manner described in this section and signed by both parties ("Change Request Form").

Without limitation, Change Request Forms are appropriate in the following examples, as well as other situations that alter the scope of work, specifications, or requirements in this SOW:

- Changes to environment, scope, management, performance of projects (regular and special), milestones, tasks, systems, service levels
- Additional resources, scope, projects, new services, tasks
- Changes to management and control of hardware and software
- Adjustments to baselines, assets, volumes, or other areas where changeover time results in the need to adjust pricing
- Additions, deletions, and/or changes to sites where services are provided, or the nature of services provided at a site

If any such change causes an increase or decrease in the cost or time required for the performance of the Services, the price and/or delivery schedule shall be equitably adjusted and identified within the Change Request Form.

If Insight believes an operational change is required and Client does not agree to the change (or the applicable Change Request), Insight will be relieved of any related service level obligations. Any additional resources or costs expended or incurred to address the failure to make the change will be treated as an additional service.

3.8. Project Kickoff

A project kickoff meeting will be held to review project expectations, discuss IT infrastructure design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and downtimes).

3.9. Start Date

The project start date will be mutually determined upon receipt of this signed SOW and, if applicable, a valid Purchase Order (PO). A minimum lead time of at least 20 business days from receipt of both documents may be required for scheduling purposes.

If Client causes any delays to the delivery start date, which was agreed upon by both parties in writing (email is acceptable), Client may incur additional fees based upon such delay, including but not limited to, travel expenses already incurred, if any, and/or other equitable relief as a remedy for such delay. The delays and charges will be defined and communicated through the Change Request process described in this SOW.

Services will be performed over a consecutive timeframe unless otherwise provided herein. If Client requests or causes a change in the schedule that prohibits Services from being delivered in a consecutive timeline, an additional lead time of 20 business days (from written confirmation to resume Services) may be required, new resources may be assigned, and there may be additional fees.

3.10. Estimated Duration

The Services' duration will be approximately [xx] week(s).

4. Pricing and Payments

4.1. *Summary of Pricing*

The table below is a summary of the pricing for all the offerings described in this SOW. Specific information regarding each Service is listed in the Fee sections below.

Offering Name	Fee Type	Quantity or Term	Total Estimated Amount

4.2. *Fixed Fee*

Client shall pay Insight the fixed fee of $ [#.##]. The total amount paid to Insight will not exceed the total fixed fee without the prior written approval of Client. Client will reimburse Insight for travel expenses, if any are required.

The fixed fee is based on the following:

Project Description	Price
[Project Description/Milestone Phase]	[$#.##]
[Project Description/Milestone Phase]	[$#.##]

4.2.1. Invoicing

Insight will invoice Client monthly for Services performed based upon a percentage complete, plus any taxes incurred (if applicable).

4.3. *Time and Materials*

Services will be provided on a time and materials basis. Costs incurred by Client will be based on a 4-hour minimum (per day) for onsite resources, or actual time worked, whichever is greater. Client will not reimburse Insight for travel expenses if any are required.

Charges will be calculated based on the following rates:

Resource Type	Estimated Hours	Hourly Rate	Estimated Price
[Resource]	[#]	$ [$#.##]	$ 0.00
[Resource]	[#]	$ [$#.##]	$ 0.00
[Resource]	[#]	$ [$#.##]	$ 0.00
Total Estimated Amounts	**0**		**$ 0.00**

Note: With the exception of the hourly rate the table above provides budgetary estimates only.

4.3.1. Invoicing

Insight will invoice on a monthly basis for the minimum hours worked or actual hours worked, whichever is greater, plus any taxes incurred (if applicable).

4.4. Pricing Notes

1. Pricing offer is valid for 30 days from the date a copy of this SOW is first presented to Client. This SOW must be executed and returned to Insight by Client within such 30-day period or pricing will expire.
2. Travel expenses, if applicable, are not reimbursable.
3. Pricing and estimated time to complete this engagement are based upon Client providing necessary access to internal experts, location(s), all critical systems, applications, and hardware required to complete the project. Any additional requirements, including without limitation, additional screening, background check, vaccination or covid-related requests and other out-of-scope or previously undisclosed resource-related requests may result in Service commencement or completion delays and additional fees.
4. Client acknowledges that cancellation of this engagement may cause Insight to incur non-refundable pre-approved travel expenses and other costs. Accordingly, if Client cancels this engagement, Client shall pay Insight the fees set forth below. Such cancellation shall be in writing and shall be effective when received by Insight.

Cancellation Period	Cancellation Fee
Less than 3 business days prior to start of engagement	100% of total cost of engagement OR $12,500.00, whichever is less
Between 3 and 10 business days prior to start of engagement	10% of total cost of engagement OR $2,500.00, whichever is less
More than 10 business days prior to start of engagement	None

5. If an Insight resource arrives on site per an agreed-upon schedule and is unable to start or complete the project due to any Client, site, and/or equipment issues, any applicable travel expenses will be incurred.
6. Insight is not responsible for delays or repeated tasks caused by factors outside of Insight's control. These factors include, but are not limited to, availability of Client personnel, equipment, and facilities.
7. Client will compensate Insight for any out-of-scope work requested by Client on an hourly basis at Insight's standard hourly rates (unless otherwise agreed to in writing by the parties).

4.5. Client Work Product

All results of the Services described in and delivered pursuant to this SOW, including Deliverables and Client's proprietary information contained therein, authored or created by Insight specifically for Client as a Work Made for Hire, excluding any Insight IP incorporated therein ("Work Product"), will be and remain the property of Client. Insight retains all right, title, and interest in, without limitation, any intellectual property rights in works of authorship, know-how, or any invention, device, process, method, development, design, specifications, technique, apparatus, reports, schematic, or technical information (whether patentable or not), documentation, software or enhancements, improvements, alterations, interfaces, workflows, and best practices developed, invented, created, or reduced to practice by Insight and used for the Services, including any derivatives or modifications ("Insight IP"). To the extent Work Product includes any works of authorship that are Insight IP, Insight grants Client a nonexclusive and non-transferable license to use each such portion of the Work Product for its internal business purposes, provided that no Insight IP may be unbundled or separated from the Work Product or used on a stand-alone basis.

5. Exhibit – Project Management

Insight will provide the following project management and technical direction:

Project Coordinator

- Serve as the primary point of contact on all project issues, needs, and concerns
- Facilitate introduction kickoff call to review scope and project expectations
- Schedule and coordinate the necessary resources to support the project
- Complete Change Request (CR) documentation as required; and obtain signed CRs for mutually agreed upon changes
- Facilitate closeout meeting, as needed

Project Manager

- Serve as the primary point of contact on all project issues, needs, and concerns
- Provide team leadership and guidance
- Facilitate kickoff meeting to review scope and project expectations, discuss IT infrastructure design, assess Client readiness (hardware, software, infrastructure pre-requisites, etc.), discover any possible problems/risks, formulate an appropriate work breakdown structure for primary project tasks, and create project timeline/schedule (including potential downtimes and maintenance windows)
- In conjunction with Client, measure and communicate weekly progress against mutually agreed-upon milestones
- Maintain a project log proactively to identify and communicate key decisions made, action items to be completed, risks/issues that may impact scope, schedule, and lessons learned; and mitigate and/or escalate any critical risks or issues under Insight's control, as needed
- Manage Client expectations and satisfaction throughout the life of the project
- Schedule and coordinate the necessary resources to support the project
- Schedule and conduct project team update/status meetings
- Prepare written status reports for Client at mutually agreed-upon intervals
- Monitor, manage, and communicate changes to the project's scope, budget, schedule, and resources; complete Change Request (CR) documentation as required; and obtain signed CRs for mutually agreed upon changes
- Facilitate closeout meeting, as needed
- If applicable, perform the following activities related to organizational change management ("OCM") outlined in Insight's Best Practices Guide for OCM for the Services in this SOW:
    - Identify Client contacts for activities related to stakeholder engagement, communications, training, online resources/intranet, support
    - Track the following decisions and deliverables as part of the project plan:
        - Plans for stakeholder engagement, communications, content planning, training, and adoption
        - T-minus schedules for stakeholder engagement, communications, and training
        - Technical dependencies related to OCM activities
    - Where applicable, engage Insight OCM SMEs for advisory purposes, not to exceed 5 hours

Program Manager

- Provide oversite and act as the primary escalation point for the program
- Maintain contact and communication with all Insight project team members and project stakeholders to ensure conformance with requirements of project delivery and Client expectations

- Develop a program-level governance model and work with Client to obtain endorsement for successful implementation
- Oversee program to ensure consistency of project practices (Change Requests, issue management, risk management, decision tracking, etc.); follow and contribute to standard Client implementation methodologies and best practices
- Work with Client to identify the program success criteria and document dependencies, risks, and issues associated with the successful completion of the program
- Develop program communications plan and associated documents, drive cross-project delivery consistency, and coordinate cross-project communications
- Maintain frequent program-level written and verbal communications with all program stakeholders and participants ensuring communications are understood by recipients
- Identify and manage program-level dependencies and critical paths
- Identify, escalate, and document program issues as necessary
- Provide team leadership and guidance throughout the program
- Work closely with the Insight Project Managers and key Client team members and stakeholders to ensure that the program is effectively executed
- Provide a Program Schedule highlighting Deliverables, corresponding milestones, planned project events, and timelines
- Deliver program-level summaries at agreed-upon intervals

5.1. *Project Contacts*

Contact Name	Contact Email
Client Sponsor - [update]	[update]
Client Technical Lead – [update]	[update]
Client Executive - [update]	[update]
Solutions Executive – [update]	[update]@insight.com
Additional Insight Contact – [update]	[update]@insight.com
Services Manager – [update]	[update]@insight.com
Project Manager – [update]	[update]@insight.com

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6. Exhibit – Service Offering Information

6.1. Service Description

The following is a high-level description of the Services Insight will provide:

- [Bullet 1]
  - [Bullet 2]
    - [Bullet 3]
      - [Bullet 4]

6.2. Scope and Approach

Insight will perform the following Services:

[Phase]

- [Bullet 1]
  - [Bullet 2]

[Sub-Phase]

- [Bullet 1]
  - [Bullet 2]

[Sub-Phase]

- [Bullet 1]

6.2.1. Out of Scope

1. The following are considered out-of-scope and are not part of the Services:
   a. Electrical or cabling services
   b. Formal user training
2. Services and Deliverable items not expressly described in the Scope and Approach section is considered to be out of scope. Any out-of-scope items must be pre-authorized and verified by Insight in writing through the Change Request process.

6.3. Deliverables

Overall Project

- [Bullet 1]

Project Management

Project Coordinator

- Communications/escalation contact list

Project Manager

- Communications/escalation contact list
- Weekly status reports on the progress of the project

Program Manager

- Weekly status reports on the process of the program

Deliverables, if any, will be agreed upon by both parties in writing.

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6.4. *Offering-Specific Client Responsibilities*

1. [Enter offering-specific responsibilities here]

6.5. *Offering-Specific Assumptions*

1. [Enter offering-specific assumptions here]

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Amazon Web Services Order Form Agreement

Client Name:		Client Acct. #	
Address		Client Contact Name:	
City, State, Zip		Account Executive:	
State/Fed Contract:		Request Date	Click or tap to enter a date.

This Amazon Web Services ("AWS") Order Form Agreement, together with any attachments or schedules (collectively referred to herein as the "Agreement") contains the terms and conditions that govern access to and use of the AWS Cloud Services provided by Amazon Web Services, Inc. (also referred to as the "Vendor" or "Amazon" or "Service Provider") and purchased through and accepted by Insight Public Sector, Inc., (also referred to as "Solution Provider" or "Insight") on behalf of itself and its affiliates and successors, and is an agreement between Insight and the entity specified in the "Customer Name" field above, on behalf of itself and its affiliates, successors, customers and end-users (hereinafter, "Customer", or "you"). The Effective Date of this Agreement will be the earlier of when this Agreement is manually or electronically signed below and accepted by Insight, the date an order is placed in the AWS customer portal (the "AWS Client Portal"), or the date Cloud Services are enabled or provisioned for use by you. You represent to Insight that the individual signing or accepting this Agreement or placing an order for Cloud Services pursuant to this Agreement, has the legal authority to bind you. FOR AWS GOV-CLOUD, PLEASE REACH OUT TO YOUR INSIGHT REP FOR MORE INFORMATION.

Scope of this Agreement: Scope of this Agreement: Scope of this Agreement: The Cloud Services included within the scope of this Agreement are consumption-based AWS Cloud Services which are ordered directly through Insight. **AWS Marketplace transactions are not covered under this Agreement; therefore, these transactions will not be subject to the terms set forth herein, nor will such transactions be priced in accordance with the underlying Terms of Sale.**

1. Definitions

1.1. **"Acceptable Use Policy"** means the policy currently available at: http://aws.amazon.com/aup as may updated from time to time.

1.2. **"Content"** means any content you upload to the Services under your account or otherwise transfer, process, use or store in connection with your account.

1.3. **"Policies"** means the AWS Acceptable Use Policy, the Site Terms, the Service Terms and all other restrictions described on the AWS site at http://aws.amazon.com.

1.4. **"Services"** means each of the AWS web services made available by AWS.

1.5. **"Service Offerings"** means the Services provided by AWS under this Agreement.

1.6. **"Service Terms"** means the rights and restrictions for particular Services located at http://aws.amazon.com/serviceterms as may be updated from time to time.

1.7. **"Third Party Content"** means content made available to you by any third party on the AWS site or Marketplace in conjunction with the Services.

2. Use of the Service Offerings

2.1. **Generally**. You may access and use the Service Offerings in accordance with this Agreement. You will adhere to all laws, rules, and regulations applicable to your use of the Service

Offerings, including Service Terms, the Acceptable Use Policy and other Policies as defined in Section 1.

2.2. **Your Account**. Once an account has been set up for you, Service Offerings may be enabled and provisioned by you via the AWS Client Portal. Use, reporting, and invoicing of the Service Offerings are based on a consumption or actual use model, as further described below. You will be invoiced for the Service Offerings you consume in accordance with usage reports provided by AWS.

2.3. **Third Party Content**. Third Party Content, such as software applications provided by third parties, may be made available directly to you by other companies or individuals under separate terms and conditions, including separate fees and charges. Because we may not have tested or screened the Third Party Content, your use of any Third Party Content is at your sole risk.

3. **Security and Data Privacy**

3.1. **Your Content**. You are solely responsible for the development, content, operation, maintenance, and use of your Content such as, but not limited to: (a) compliance of your Content with the Acceptable Use Policy, the other Policies and the law; (b) any claims relating to your Content; and (c) properly handling and processing notices sent to you (or any of your affiliates) by any person claiming that your Content violates such person's rights, including notices pursuant to the Digital Millennium Copyright Act.

3.2. **Other Security and Backup**. You are responsible for properly configuring and using the Service Offerings and taking your own steps to maintain appropriate security, protection and backup of your Content, which may include the use of encryption technology to protect your Content from unauthorized access and routine archiving your Content.

4. Fees and Invoicing

4.1. **Fees**: The unit or per seat Fees for Service Offerings payable by you will be the current AWS list price at the time such Service Offerings are consumed by you[, less a [X] percent ([X]%) discount from Insight at invoice. You will receive a discount off of the following AWS Services as set forth at: AWS AUTHORIZED SERVICES LIST, in addition to the Business and Enterprise Support Plans]. The total Fees payable by you[, with Insight's discount (if any),] will be set forth in Insight's invoice in the manner described below. Insight reserves the right to modify the Fees payable as a result of changes implemented by AWS to its partner/distributor program.

4.2. **Invoicing/Payment**: Service Offerings used or enabled by you, including without limitation, any additions, reductions, increases or decreases in the per unit quantity of the Service Offerings used, will be invoiced on an actual use or consumption basis as measured and reported to Insight by AWS. AWS's records and usage reports are taken to be correct unless proven by you to be in error. Insight will invoice you monthly in arrears for the Service Offerings consumed in each preceding monthly billing period on an actual use or consumption basis as reported by AWS. Unless otherwise agreed to in writing between the parties, you must pay all undisputed invoices in full within thirty (30) days of the invoice date.

4.3. **Cloud Service Credits/SLAs**: The Parties agree that AWS's Service Level Agreements, to the extent applicable, will apply to this purchase as set forth at https://aws.amazon.com/legal/service-level-agreements/. To the extent that a Cloud Service credit is due to Client in accordance with the AWS Service Level Agreement(s), the Parties agree that any credit due will be credited by Insight to Client's account within a reasonable time after Insight's notice from Client of the claim and following AWS's verification of Client's claim. Client expressly acknowledges and agrees that Insight is not obligated to provide any Cloud Service credit if AWS is unable to verify Client's claim. ANY CREDITS OR TERMINATION RIGHTS DESCRIBED UNDER THE SLA SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF CLIENT IN CONNECTION WITH ANY UNAVAILABILITY OF THE SERVICE OFFERINGS OR BREACH OF THE SLA.

5. Term / Termination

5.1. **Term**. The term of this Agreement will commence on the Effective Date and will remain in effect until terminated by you or Insight in accordance with Section 5.2.

5.2. **Termination**. (a) Termination for Convenience. You may terminate this Agreement for any reason by: (i) providing Insight notice and (ii) closing your account for all Services for which Insight provides an account closing mechanism. Insight may terminate this Agreement for any reason by providing you 30 days advance notice. (b) Termination for Cause. (i) By Either Party. Either party may terminate this Agreement for cause upon 30 days advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30 day notice period. (ii) By Insight. Insight may also terminate this Agreement immediately upon notice to you (A) for cause, if any act or omission by you results in a suspension of your account by AWS, or (B) if AWS terminates or no longer provides the Service Offerings under this Agreement for any reason.

5.3. **Effect of Termination**. (a) Generally. Upon any termination of this Agreement: (i) all your rights under this Agreement immediately terminate; (ii) you remain responsible for all fees and charges you have incurred through the date of termination, including fees and charges for in-process tasks completed after the date of termination; and (iii) you will immediately return or, if instructed by Insight, destroy all AWS Content in your possession. (b) Post-Termination Assistance. Unless Insight terminates your use of the Service Offerings pursuant to Section 5.2(b), during the 30 days following termination: (i) AWS will not erase any of Your Content as a result of the termination; (ii) you may retrieve Your Content from the Service Offerings only if you have paid any charges for any post-termination use of the Service Offerings and all other amounts due; and (iii) AWS will provide you with the same post- termination data retrieval assistance that is generally made available to all customers.

6. Indemnification

You will defend, indemnify, and hold harmless Insight, its affiliates, licensors, and each of its respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) your use of the Service Offerings; (b) your breach of this Agreement or violation of applicable law; or (c) your Content or the combination of your Content with other applications, Content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by your Content or by the use, development, design, production, advertising or marketing of your Content.

7. Limitation of Liability

INSIGHT WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, GOODWILL, USE OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WILL INSIGHT BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICE OFFERINGS, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; (II) DISCONTINUATION OF THE SERVICE OFFERINGS; OR (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SLAS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICE OFFERINGS FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE OFFERING THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

NOTHING IN THIS SECTION 6 WILL LIMIT YOUR OBLIGATION TO PAY US PURSUANT TO SECTION 4 (FEES AND INVOICING).

8. Insight's Terms of Sale

The purchase of AWS Cloud Services are subject to Insight's Terms of Sale for Cloud Services as set forth at https://www.Insight.com/en_US/help/terms-of-sale-cloud-ips.html ("Insight Terms of Sale"). To the extent the terms of this Agreement conflict with the Insight Terms of Sale for Cloud Services, these Agreement terms shall take precedence with respect to the purchase of Service Offerings. For the avoidance of doubt, notwithstanding the presence or acceptance of your order by Insight or Vendor, any applicable service setup information will be for administrative purposes only and subject to this Agreement. This Agreement is a Special Terms addendum to the Insight Terms of Sale, and is hereby incorporated by reference. Capitalized terms used but not defined herein will have the meaning provided in Insight's Terms of Sale.

9. Vendor's Terms of Use – AWS Agreements

By entering into this Agreement, you acknowledge that the use of the AWS Cloud Services provided through Insight is subject to the applicable AWS Public Sector Access Policy, a current version of which is located at: AWS Public Sector Access Policy.

You will be solely responsible for providing each of your affiliates, subsidiaries, customers and end-users with the aforementioned AWS Agreements governing use of the AWS Cloud Services and gain their acceptance prior to any purchase, provisioning and use of such AWS Cloud Services.

BY ENTERING YOUR MANUAL OR ELECTRONIC SIGNATURE BELOW, YOU HEREBY CERTIFY AND AGREE THAT: (1) YOU ARE DULY AUTHORIZED ON BEHALF OF CLIENT TO ACCEPT THIS AGREEMENT AND TO PROCURE, PROVISION AND USE, NOW AND IN THE FUTURE, ALL AWS CLOUD SERVICES ORDERED HEREUNDER; AND (2) YOU ARE PLACING THE ORDER DESCRIBED HEREIN AND ACCEPT THIS AGREEMENT AND ALL APPLICABLE TERMS AND CONDITIONS APPLICABLE TO SUCH ORDER ON BEHALF OF THE CLIENT.

Insight		Client	
By:	_____ *Authorized Representative*	By:	_____ *Authorized Representative*
Print Name:		Print Name:	
Title:		Title:	
Date:		Date:	

1. EXHIBIT A - SUPPLEMENTAL TERMS AND CONDITIONS FOR AWS GOVCLOUD

[Delete this exhibit if it should not be included in the contract]

These Supplemental Terms and Conditions for AWS GovCloud ("AWS GovCloud Supplemental Terms") form an addendum to the Insight AWS Agreement, and set forth the terms and conditions that are specific to the AWS GovCloud Services being purchased by Client from Insight. To the extent these terms conflict with the Insight AWS Agreement, these AWS GovCloud Supplemental Terms will govern with respect your purchase of the AWS GovCloud Services. Terms used but not defined herein will have the meaning given in the AWS Agreement.

1) Use of the AWS GovCloud (U.S.) Region Service Offerings.

You may access the AWS GovCloud (U.S.) Region if you have root level access to the relevant program account.

2) AWS GovCloud (U.S.) Region Representations & Warranties.

Should you gain access to an AWS GovCloud (U.S.) Region account, the AWS Services may not be used to process or store classified data. You are responsible for verifying that all end users accessing Your Content in the AWS GovCloud (U.S.) Region are eligible to gain access to Your Content. You represent and warrant that You: (i) are a U.S. Person, as defined by 22 CFR part 120.15 ("U.S. Person"); (ii) will only assign a U.S. Person as your account owner for the AWS GovCloud (U.S.) Region; (iii) if required by the International Traffic In Arms Regulations ("ITAR"), have and will maintain a valid Directorate of Defense Trade Controls registration; (iv) are not subject to export restrictions under U.S. export control laws and regulations (e.g., you are not a denied or debarred party or otherwise subject to sanctions); and (v) maintain an effective compliance program to ensure compliance with applicable U.S. export control laws and regulations, including the ITAR. If requested, You agree to provide additional documentation and cooperation to verify the accuracy of the foregoing representations and warranties.

3) Your Use of GovCloud Credentials.

a) **GovCloud Region**. AWS will implement reasonable and appropriate measures for the AWS Network in the GovCloud Region designed to: (i) help You secure Your Content against accidental or unlawful loss, access or disclosure; (ii) implement the in-scope Federal Risk and Authorization Management Program ("FedRAMP") controls for the Services identified as FedRAMP compliant; and (iii) maintain physical and logical access controls to limit access to the AWS Network by AWS personnel, including employees and contractors, to U.S. citizens, as defined by 8 USC §1401, et seq. ("U.S. Citizens") ((i), (ii) and (iii) collectively the "Security Objectives"). The GovCloud Region is the only AWS Region that has physical and logical access controls that limit access to the AWS Network by AWS Personnel to U.S. Citizens. (The 'AWS Network' means AWS's data center facilities, servers, networking equipment, and host software systems (e.g., virtual firewalls) that are within AWS's control and are used to provide the Services.)

b) **GovCloud Region Security Standards**.

i) **Information Security Program**. AWS will maintain an information security program (including the adoption and enforcement of internal policies and procedures) designed to: (a) satisfy the Security Objectives; (b) identify reasonably foreseeable and internal risks to security and unauthorized access to the AWS Network; and (c) minimize security risks, including through risk assessment and regular testing. AWS will designate one or more

employees to coordinate and be accountable for the information security program. The information security program will include the following measures:

(1) ***Network Security***. The AWS Network will be electronically accessible to employees, contractors and any other person as necessary to provide the Services. AWS will maintain access controls and policies to manage what access is allowed to the AWS Network from each network connection and user, including the use of firewalls or functionally equivalent technology and authentication controls. AWS will maintain corrective action and incident response plans to respond to potential security threats.

(2) ***Physical Security***.

(a) Physical Access Controls. Physical components of the AWS Network are housed in nondescript facilities (the "Facilities"). Physical barrier controls are used to prevent unauthorized entrance to the Facilities both at the perimeter and at building access points. Passage through the physical barriers at the Facilities requires either electronic access control validation (e.g., card access systems, etc.) or validation by human security personnel (e.g., contract or in-house security guard service, receptionist, etc.). Employees and certain contractors are assigned photo-ID badges that must be worn while the employees and contractors are at any of the Facilities. Visitors and any other contractors are required to sign-in with designated personnel, must show appropriate identification, are assigned a visitor ID badge that must be worn while the visitor is at any of the Facilities, and are continually escorted by authorized employees or contractors while visiting the Facilities.

(b) Limited Employee and Contractor Access. AWS provides access to the Facilities to those employees and contractors who have a legitimate business need for such access privileges. When an employee or contractor no longer has a business need for the access privileges assigned to him/her, the access privileges are promptly revoked, even if the employee or contractor continues to be an employee of AWS or its affiliates.

(c) Physical Security Protections. All access points (other than main entry doors) are maintained in a secured (locked) state. Access points to the Facilities are monitored by video surveillance cameras designed to record all individuals accessing the Facilities. AWS also maintains electronic intrusion detection systems designed to detect unauthorized access to the Facilities, including monitoring points of vulnerability (e.g., primary entry doors, emergency egress doors, roof hatches, dock bay doors, etc.) with door contacts, glass breakage devices, interior motion-detection, or other devices designed to detect individuals attempting to gain access to the Facilities. All physical access to the Facilities by employees and contractors is logged and routinely audited.

ii) **Continued Evaluation**. AWS will conduct periodic reviews of the security of its AWS Network and adequacy of its information security program as measured against industry security standards and its policies and procedures. AWS will continually evaluate the security of its AWS Network and associated Services to determine whether additional or different security measures are required to respond to new security risks or findings generated by the periodic reviews.

(1) **Your Responsibilities**. You are responsible for all physical and logical access controls beyond the AWS Network including, but not limited to, Your account access, data

transmission, encryption, and appropriate storage and processing of data within the GovCloud Region. You are responsible for verifying that all End Users accessing Your Content in the GovCloud Region are eligible to gain access to Your Content. The Services may not be used to process or store classified data. If you introduce classified data into the AWS Network, You will be responsible for all sanitization costs incurred by Insight and AWS. Your liability under this provision is exempt from any limitations of liability.

BY ENTERING YOUR MANUAL OR ELECTRONIC SIGNATURE BELOW, YOU HEREBY CERTIFY AND AGREE THAT: (1) YOU ARE DULY AUTHORIZED ON BEHALF OF CLIENT TO ACCEPT THESE AWS GOVCLOUD SUPPLEMENTAL TERMS AND TO PROCURE, PROVISION AND USE, NOW AND IN THE FUTURE, ALL AWS GOVCLOUD SERVICES ORDERED HEREUNDER; AND (2) YOU ARE PLACING THE ORDER ASSOCIATED HEREWITH AND ACCEPT THESE AWS GOVCLOUD SUPPLEMENTAL TERMS ON BEHALF OF CLIENT.

Client	
By:	_____ *Authorized Representative*
Print Name:	
Title:	
Date:	

Google Cloud Platform Order Form Agreement

Customer Name:		Customer Acct. #	
Address:		Customer Contact:	
State/Fed Contract:		Domain:	

This Order Form ("Agreement") governs access to and use by the customer named above, on behalf of itself and its affiliates, successors, customers, and end users (collectively, the "Customer", "You" or "Your") of the Google Cloud Platform Services supplied by Google, LLC (the "Supplier" or "Google") and provisioned through Insight Public Sector, Inc. ("Insight"). The individual accepting this Agreement on behalf of Customer represents and warrants that he or she: (i) has full legal authority to bind Customer to this Agreement; (ii) has read and understands this Agreement; and (iii) agrees to the Agreement on behalf of Customer. If you do not have the legal authority to bind Customer, please do not accept this Agreement, or provision or use any Services.

1. Definitions.

1.1. "Acceptable Use Policy" or "AUP" means Supplier's acceptable use policy set forth for the Services, found at https://cloud.google.com/terms/aup as modified from time to time.

1.2. "Anthos Products" means the subset of Google Cloud Platform Services described in the Google Cloud Platform suite of services listed here: https://cloud.google.com/terms/services as modified from time to time, and made available to End User through Insight as a reseller.

1.3. "Application(s)" means any web or other application Customer creates using the Google Cloud Platform Services, including any source code written by Customer to be used with the Services or hosted in an Instance.

1.4. "Committed Purchase(s)" have the meaning set forth in the Service Specific Terms.

1.5. "Content" means any content you upload to the Services under your account or otherwise transfer, process, use, or store in connection with your account.

1.6. "Customer Data" means content provided, transmitted, or displayed via the Google Cloud Platform Services by Customer, but excluding any data provided as part of the Customer's Google account (either gmail.com address or an email address provided under the "Google Apps" product line).

1.7. "Google Cloud Platform Services" means Google's Cloud Platform suite of services listed here: https://cloud.google.com/terms/services as modified from time to time, and made available to End User through Insight as a reseller.

1.8. "Google TOS" means the Google Cloud Platform Terms of Service at https://cloud.google.com/terms/.

1.9. "High Risk Activities" means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

1.10. "Instance" means a virtual machine instance, configured and managed by Customer, which runs on the Google Cloud Platform Services.

1.11. "Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

1.12. "Premium Software" means Software which Google has described as "Premium Software" within the Google Cloud Platform Services and is subject to the Service Specific Terms, including, but not limited to: Anthos Products.

1.13. "Project" means a grouping of computing, storage, and API resources for Customer, and via which Customer may use the Google Cloud Platform Services.

1.14. "Services" means the Google Cloud Platform Services.

1.15. "Service Specific Terms" means the terms which are specific to each Google Cloud Platform Service and set forth at https://cloud.google.com/terms/service-terms as modified from time to time.

1.16. "SLAs" means the service level agreements applicable to the Google Cloud Platform solutions found at https://cloud.google.com/terms/sla/.

1.17. "Software" means any downloadable tools, software development kits, or other such proprietary computer software provided by Google in connection with the Google Cloud Platform Services, including Premium Software, which may be downloaded by Customer, and any updates Google may make to such Software from time to time.

1.18. "Third Party Content" means content made available to you by any third party via Insight or the Console in conjunction with the Services.

2. Terms of Sale and Terms of Use for Cloud Services

2.1. **Terms of Sale**. The purchase of the Services will be subject to Insight's Terms of Sale for Cloud Services as set forth at https://www.Insight.com/en_US/help/terms-of-sale-cloud-ips.html ("Insight Terms of Sale"), including, but not limited to, pricing (where applicable) will be set forth in the Google Cloud Platform console, tools or platform used by You to procure Services (the "Console"). For the avoidance of doubt, notwithstanding the presence or acceptance by Insight of any separate purchase order You may provide, to the extent such purchase order contains other terms, it will be for administrative purposes only and the parties agree that the governing terms and conditions shall be those set forth in this Agreement, unless otherwise agreed to in writing by Insight and You. If there is a conflict between the Insight Terms of Sale and any of the other documents that comprise the Agreement ("Conflicting Terms"), the terms of the Agreement ("Prevailing Terms") will take precedence over the Conflicting Terms solely with respect to Your use of the Google Cloud Platform Services. Moreover, the Prevailing Terms shall be construed as narrowly as possible to resolve the conflict while preserving as much of the Agreement as possible, including, but not limited to, preserving non-conflicting provisions contained within the same paragraph, section, or sub-section as the Conflicting Terms. Capitalized terms which are not defined in this Agreement shall have the meaning ascribed to them in the Insight Terms of Sale.

2.2. **Terms of Service**. The Services are provided by the Supplier and are subject to the Google TOS. Such terms, including any additional Supplier terms provided in this Agreement, will apply to Your access to and use of the Services. By provisioning Services through the Console, you represent, warrant and covenant that you will not use the Services unless You have agreed to the Google TOS.

2.3. **Your Account**. Once an account has been set up for you, Services may be enabled and provisioned by you via the Console. Use, reporting and invoicing of the Services are based on a consumption or actual use basis, as further described below. You will be invoiced for the Services you consume in accordance with usage reports provided by the Supplier.

2.4. **Third Party Content**. Third Party Content, such as software applications provided by third parties, may be made available directly to you by other companies or individuals under separate terms and conditions, including separate fees and charges. Because we may not have tested or screened the Third-Party Content, your use of any Third-Party Content is at your sole risk.

3. Security and Data Privacy

3.1. **Your Content**. You are solely responsible for the development, content, operation, maintenance, and use of your Content such as, but not limited to: (a) compliance of your Content with the Acceptable Use Policy, the other Policies, and the law; (b) any claims relating to your Content; and (c) properly handling and processing notices sent to you (or any of your affiliates) by any person claiming that your Content violates such person's rights, including without limitation, notices pursuant to the Digital Millennium Copyright Act.

3.2. **Other Security and Backup**. You are responsible for properly configuring and using the Services and taking your own steps to maintain appropriate security, protection, and backup of your Content, which may include the use of encryption technology to protect your Content from unauthorized access and routine archiving your Content.

3.3. **Privacy Policy**. Google Cloud Platform Services are subject to Google's privacy policy located http://www.google.com/policies/privacy/ as modified from time to time.

4. Fees and Invoicing

4.1. **Fees**. If You exceed the usage limits, fee thresholds, Committed Units or any prepaid credits applicable to the Service, You agree to pay for the fees and charges for such over usage. For any extension of a Services subscription term or the provisioning of a Service upgrade, the then-current price will apply, unless otherwise mutually agreed in writing by You and Insight. Insight, may, from time to time in its sole discretion, change the fees it charges for the Service. Any increase in the fees will take effect at the beginning of the new subscription term. Insight will notify You of any such changes by updating the Console or sending notice by e-mail or regular mail.

4.2. **Invoicing/Payment**. Services used or enabled by you, including without limitation, any additions, reductions, increases or decreases in the per unit quantity of the Services used, will be invoiced on an actual use or consumption basis as measured and reported to Insight by Google. Google's records and usage reports are taken to be correct unless proven by you to be in error. Insight will invoice you monthly in arrears for the Services consumed in each preceding monthly billing period on an actual use or consumption basis as reported by Google. Unless otherwise agreed to in writing between the parties, you must pay all undisputed invoices in full within thirty (30) days of the invoice date. If You have purchased prepaid credits, You will be invoiced monthly against Your prepaid amount. You will have the option to either purchase additional increments of prepaid credits or default to consumption-based billing. Should You fail to purchase additional prepaid credits and Your usage exceeds Your prepaid credit amount, You agree to pay Insight for any and all amounts owed to Google for such over usage and You will continue to be invoiced on an actual use basis as reported to Insight by Google.

4.3. **Google Cloud Platform Service SLAs**. The Google Cloud Platform Services are more fully described at https://developers.google.com/cloud/services and are subject to the service level agreements found at https://cloud.google.com/terms/sla/. ANY CREDITS OR TERMINATION RIGHTS DESCRIBED UNDER THE SLA SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER IN CONNECTION WITH ANY UNAVAILABILITY OF THE SERVICES OR BREACH OF THE SLA.

5. Term/Termination

5.1. **Agreement Term**. The "Term" of this Agreement will begin on the Effective Date and continue until the Agreement is terminated as set forth in this Section 5 of the Agreement.

5.2. **Termination for Breach**. Either party may terminate this Agreement for breach if: (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) the other party is in material breach of this

Agreement more than two times notwithstanding any cure of such breaches. In addition, Insight may terminate any, all, or any portion of the Services or Projects, if Customer meets any of the conditions in Section 9.2(i), (ii), and/or (iii).

5.3. **Termination for Inactivity**. Insight or Google reserves the right to terminate the provision of the Service(s) to a Project upon 30 days advance notice if, for a period of 60 days (i) Customer has not accessed the Admin Console or the Project has had no network activity; and (ii) such Project has not incurred any Fees for such Service(s).

5.4. **Termination for Convenience**. Customer may stop using the Services at any time. Customer may terminate this Agreement for its convenience at any time on prior written notice and upon termination, must cease use of the applicable Services. Insight may terminate this Agreement for its convenience at any time without liability to Customer.

5.5. **Effect of Termination**. If the Agreement is terminated, then: (i) the rights granted by one party to the other will immediately cease; (ii) all Fees owed by Customer to Insight are immediately due upon receipt of the final electronic bill; (iii) Customer will delete the Software, any Application, Instance, Project, and any Customer Data or Customer will transfer billing account direct to Google or a new service provider; and (iv) upon request, each party will use commercially reasonable efforts to return or destroy all Confidential Information of the other party.

6. Additional Required Terms

6.1. **Liability for Breach/Indemnity**. In addition to any liability Customer may have to Insight, Customer agrees that Customer will also be legally responsible directly to Google for any breach of these terms and conditions. Unless prohibited by applicable law, Customer will indemnify, defend, and hold harmless Google from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (a) regarding any Application, Project, Instance, Customer Data, or Customer trademark; or (b) regarding Customer's, or its end users', use of the Google Cloud Platform Services in violation of the Acceptable Use Policy. Google is a third party beneficiary to this Agreement with respect to the terms and conditions set forth herein.

6.2. **No Warranties**. EXCEPT AS EXPRESSLY SET FORTH IN THE SERVICE SPECIFIC TERMS FOR PREMIUM SOFTWARE, GOOGLE AND ITS SUPPLIERS DO NOT MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT.

6.3. **Intellectual Property Rights**. As between the parties, Customer owns all Intellectual Property Rights in Customer Data and the Application or Project (if applicable), and Google owns all Intellectual Property Rights in the Google Cloud Platform Services and Software.

6.4. **Other Restrictions**. Customer will not, and will not allow third parties under its control to: (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract the source code of the Google Cloud Platform Services or any component thereof (except to the extent such restriction is expressly prohibited by applicable law); (b) use the Google Cloud Platform Services for High Risk Activities; (c) sublicense, resell, or distribute the Google Cloud Platform Services or any component thereof separate from any integrated Application; (d) use the Google Cloud Platform Services to create, train, or improve (directly or indirectly) a substantially similar product or service, including any other machine translation engine; (e) unless otherwise set forth in the Service Specific Terms, use the Services to operate or enable any telecommunications service or in connection with any Application that allows its end users to place calls or to receive calls from any public switched telephone network; (f) process or store any Customer Data that is subject to the International Traffic in Arms Regulations maintained by the Department of State; or (g) unless expressly permitted to, use the Services for any purpose or in any manner involving Protected Health Information (as defined in HIPAA).

6.5. **Google Cloud Platform Terms of Use for Public Sector**. Customer acknowledges that use of the Google Cloud Platform Services provided through Insight is subject to the applicable Google Cloud Computing End User License Agreement for Public Sector, a current version of which is located at: https://www.carahsoft.com/application/files/3415/7685/7848/Google_Cloud_Master_General_Terms_US_Gov_GCP_12-20-2019.pdf.

6.6. **Acceptable Use Policy**. Customer will comply with the Acceptable Use Policy and ensure that its Applications, Projects, and Customer Data, and use thereof by its end users comply with the Acceptable Use Policy. Google reserves the right to review the Application, Project, and Customer Data to ensure Customer's compliance with the Acceptable Use Policy.

6.7. **Service Specific Terms**. Customer will comply with the Service Specific Terms.

6.8. **Terms Related to Anthos Products**. If Customer is purchasing Anthos Products, the following terms shall apply:

6.8.1. During the Term, or so long as Customer is purchasing Anthos Products under the pay-as-you-go model, Customer must purchase and maintain Google technical support in order to receive technical support for the Anthos Product directly from Google;

6.8.2. Customer may not, on behalf of a hyperscale public cloud provider, without Google's prior written consent, (a) conduct (directly or through a third party) any comparative or compatibility testing, benchmarking, or evaluation (each, a "Test") of the Anthos Products, or (b) disclose the results of any such Test.

BY SIGNING THIS AGREEMENT (OR ISSUING A PO IN LIEU OF SIGNATURE), YOU HEREBY CERTIFY THE FOLLOWING:

THAT (1) YOU ARE DULY AUTHORIZED ON BEHALF OF CLIENT TO ACCEPT THIS ORDER, (2) THAT YOU ACCEPT THIS ORDER AND ALL APPLICABLE TERMS AND CONDITIONS ON BEHALF OF CLIENT, AND (3) THAT YOU AGREE TO PAY FOR ALL ORDERS, CHANGES, AND/OR INCREASES IN USAGE SUBSEQUENTLY PROVISIONED BY YOU UNDER YOUR ACCOUNT.

Client	
By:	*Authorized Representative*
Print Name:	
Title:	
Date:	

1. SCHEDULE A - FEES AND ADDITIONAL ORDER DETAILS

Fees:

All prices set forth in this Schedule A are estimates of monthly Services usage only. Customer is responsible for all actual Services charges accrued in accordance with Sections 4.1 and 4.2 of this Agreement.

Services Order Details:

Type or Description of Services	Price (based on estimated usage)	Notes

MICROSOFT AZURE ORDER FORM

Client Name: Client Account No:

Address:

Address:

Client Contact: Insight Contact:

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS ORDER FORM

- **PROVISIONING AND USE OF CLOUD SERVICES.** Insight performs the initial tenant set-up for Client, including adding Client's subscription and configuring Client's owner rights. Once a subscription has been created for Client, Cloud Services may be enabled and consumed by Client via the Microsoft Azure Services Portal. Use, reporting and invoicing of Cloud Services are based on a consumption or actual use model, as further described below. Client will be invoiced for Cloud Services consumed in accordance with usage reports provided by Microsoft.

- **TERM/TERMINATION.** Cloud Services start once provisioned by Insight on Client's behalf. Cloud Services are available on a month-to-month basis. Client can cancel the Cloud Services at any time by providing written notice. If Client terminates its use of Cloud Services, Client will remain responsible to Insight for the prior month's consumption and all accrued charges for such Cloud Services which will be billed in the next scheduled invoice.

- **FEES AND INVOICING.** Client agrees to pay the fees and charges for the Cloud Services as set forth in the provided price list at purchase, as may be amended from time to time. All future quantities used, enabled or consumed for purchased Cloud Services will be invoiced monthly in arrears on an actual use basis (i.e. "pay-as-you-go") as measured and reported to Insight by Microsoft. The unit purchase price (consumption rate) for each of the Cloud Services available to the Client will be made available for Client's review on a monthly basis. For any extension of a subscription term or the provisioning of a Cloud Service upgrade, the then-current price will apply, unless otherwise mutually agreed in writing by Insight and Client. Notwithstanding the foregoing, Insight may, from time to time and in its sole discretion, change the fees it charges all clients for the Cloud Service for reasons including, but not limited to, changes in Microsoft's pricing and changes to its channel partner programs.

- **AZURE RESERVATIONS (Azure Reserved VM Instances)(*Optional).** Client agrees that Azure Reservations purchases will be invoiced up-front, in full, for the entire term. All Azure Reservations have their own unique coverage period (not coterminous to any previous Azure Reservation purchase). No refunds will be granted once the Azure Reservations are provisioned and in use. *By executing this Order Form, Client agrees to pay the Azure Reservations fees listed below up-front on Client's first issued invoice*:

☐ **FORM OF PAYMENT.** Form of payment must be on file before Insight will provision the Cloud Services. All Cloud Services consumed leveraging this Agreement will automatically be billed to the selected form of payment. If a form of payment change is required, please call Insight Credit Card Services Department for assistance.

Net 30 Payment Terms unless You have a separate purchase agreement signed by both your company and Insight, in which case , the net terms of that separate agreement will govern

Credit Card Payment. Please provide last 4 digits of credit card

*Due to security and compliance standards we require clients to call our Credit Card Services Department at 800-INSIGHT and requesting the Credit Card Services department between the hours of 7:00 and 4:00 MST Monday – Friday to provide the full credit card information.

☐ **BY CHECKING THIS BOX, YOU CERTIFY THAT YOU HAVE READ AND AGREE TO INSIGHT'S "MICROSOFT CLOUD SOLUTION PROVIDER (CSP) AGREEMENT" WHICH IS INCORPORATED HEREIN BY REFERENCE AND GOVERNS YOUR ORDER FROM INSIGHT, LOCATED AT THE FOLLOWING URL:** https://www.insight.com/microsoft-csp-agreement-for-us-gov-community

☐ **BY CHECKING THIS BOX, YOU CERTIFY THAT YOU HAVE READ AND AGREE TO MICROSOFT'S TERMS OF USE (COLLECTIVELY, THE "MICROSOFT AGREEMENTS"). YOU SHALL BE SOLELY RESPONSIBLE FOR PERIODICALLY REVIEWING DESIGNATED URLS OR SUCCESSOR URLS OF MICROSOFT TO UNDERSTAND AND PERFORM IN ACCORDANCE WITH SUCH AMENDED OR OTHERWISE UPDATED MICROSOFT TERMS.**

1. The Microsoft Online Services Terms can found at: https://www.microsoft.com/en-us/licensing/product-licensing/products.aspx

2. The Microsoft Customer Agreement is available from Client's tenant accessed through the Microsoft Online Services Portal; OR Client accepts the current applicable regional version of the Microsoft Customer Agreement available at: https://www.microsoft.com/licensing/docs/customeragreement

3. The Microsoft Azure Service Level Agreement can be found at: https://azure.microsoft.com/en-us/support/legal/sla

BY CHECKING THE ABOVE-REFERENCED BOXES, YOU UNDERSTAND AND AGREE TO EACH AND ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT THAT ARE LEGALLY BINDING. YOU FURTHER AGREE THAT YOUR SIGNATURE ON THIS DOCUMENT IS AS VALID AS IF YOU SIGNED THE DOCUMENT IN WRITING.

By:	**By:**
Name:	**Name:**
Title:	**Title:**
Date:	**Date:**
Email:	

PO Number (Optional):

Appendix C - Manufacturers, Publishers and Suppliers

Manufacturers, Publishers and Suppliers

#1 PC DIAGNOSTICS COMPANY
.COM SOLUTIONS
.VANTRONIX
/n software, inc.
@COMM
@XI COMPUTER
02 SOLUTIONS
0XDATA INC
1 BEYOND, INC
1 EDI SOURCE
1 Source Metrology Corp
1 TRIPPLITE
10000ft
101 AUDIO VIDEO INC
1099 EXPRESS.COM
1099 PRO, INC
10by8
10GEN INC
10GTEK TRANSCEIVERS
10TEC COMPANY
10to8
10ZIG TECHNOLOGY/BOSANOVA
123 SYNCHRONIZER
123PROPOSAL AUTOMATION SOFTWARE INC
128 CONSULTING LLC
12GHOSTS INC
16 SOFTWARE
1776 SOFTWARE
17a-4
1-800-BATTERIES/IGO
1E LTD
1PASSWORD
1SPATIAL INC
1STVISION INC
1VISION SOFTWARE
1WORLDSYNC INC
2 TECHNOLOGY PLACE
200
2020 TECHNOLOGIES
203 Trading - Acer Refurbs
203 Trading - Dell Refurbs
203 Trading - HPI Refurbs
203 Trading - Lenovo Refurbs
203 Trading - Microsoft Refurbs
203 Trading - Samsung Refurbs
203 Trading - Viewsonic Refurbs
22 CASES
22 MILES, INC (PENDING)
24U SOFTWARE
2BRIGHTSPARKS PTE LTD
2BrightSparks Pte. Ltd.
2conciliate Business Solutions AB
2D3 LIMITED
2E2
DigiDNA SARL
DigiEffects LLC
DIGIGRAM
DIGIKEY
DIGI-KEY CORPORATION
DIGILENT
DIGILIANT
DIGIMATION
DIGIMIND
DIGINEX
DIGIPEDE TECHNOLOGIES LLC
DIGIPORT
DIGIPOS SYSTEMS
DIGIPOWER
DIGISHUO
DIGISIGNER
DIGISTORE SOLUTIONS
DIGITAL ACCESSORIES CORPORATION
DIGITAL ACOUSTICS CORPORATION
DIGITAL AIRWARE
DIGITAL ANARCHY
DIGITAL ANTENNA, INC.
DIGITAL ATLANTIC CORP
Digital Audio Corp
DIGITAL BLUE INC.
DIGITAL CANAL
DIGITAL CHECK CORP
DIGITAL COMBUSTION INC
DIGITAL CONCEPT
DIGITAL CONFIDENCE LTD
DIGITAL CREATION
Digital Data Services, Inc.
DIGITAL DECK COVERS
DIGITAL DETECTIVE GROUP
DIGITAL DETECTIVE GROUP LTD
DIGITAL DISPLAY SYSTEMS, INC.
DIGITAL ELEMENT
DIGITAL FILM TOOLS
DIGITAL FILMWORKS
Digital Fuel SV LLC
DIGITAL GUARDIAN INC
DIGITAL IMAGE SOLUTIONS SINGAPORE
DIGITAL INNOVATIONS
DIGITAL INTELLIGENCE INC.
DIGITAL JUICE
DIGITAL LIFESTYLE OUTFITTERS
DIGITAL LOGGERS INC
DIGITAL METAPHORS
DIGITAL METROLOGY SOLUTIONS
DIGITAL NETRIX
DIGITAL NETWORKS
DIGITAL PERIPHERAL SOLUTIONS, INC.
DIGITAL PERSONA
DIGITAL PRODUCT
LANGSDOM
LANGUAGE ENGINEERING COMPANY
LANGUAGE LINE SOLUTIONS
LANIER
LANNER INC
LANPARTE
LANSA INC
LAN-SECURE NETWORKS
LANSHACK
Lansweeper
LANSYST LTD
LANTERIA LLC
LANTRONIX
LAPCABBY
LAPLINK SOFTWARE
LAPLINK.COM
LAPP TANNEHILL
LAPTOP CHARGER FACTORY
LAPTOP SERVICE CENTER LLC
LAPWORKS
LARCOM & YOUNG
LARS SAMS
LARSCOM
LARSEN ANTENNAS
LARSON SOFTWARE TECHNOLOGY
LARSON SOFTWARE TECHNOLOGY 2002
LASALLE TECHNOLOGIES
LASCAR ELECTRONICS
LASCO
LASER RECHARGE
LASERFICHE
LaserPecker
LASERSOFT IMAGING, INC.
LASITU
LASKO PRODUCTS
LASTAR, INC.
LASTBIT CORP
LASTPASS
LASUNEY
LATENIGHT SOFTWARE LTD
LATERALWORKS
Latest Solutions USA
LATITUDE GEOGRAPHICS
LATITUDE LEARNING
LATTICE SEMICONDUCTOR
LATTIX INC
LAUBLAB KG
LAUBRASS INC
LAUDONTECH SOLUTIONS INC
LAUNCH 3 VENTURES LLC COMPANY
LAUNCHDARKLY
LAUNSBY CONSULTING
Laurel Bridge Software, Inc.
Lauren Innovations
SAALFELD
Saba Software
SABERLOGIC INC
SABRENT
SACHLTER
SACRAMENTO COMPUTER POWER INC
SADA SYSTEMS INC
SAE
SAFARI BOOKS ONLINE LLC
SAFCO
SAFE HARBOR COMPUTERS
SAFE SECURITIES INC
SAFE SOFTWARE
SAFE TREK INC
SAFE TYPE, INC
SAFECONSOLE
SAFECORE, INC.
SAFEGUARD
SAFEND
SAFENET, INC.
Safepass.me
SAFER NETWORKING LTD
Safe-T Data
SAFETY INNOVATIONS
SAFETY INSPECTION SOLUTIONS LLC
SAFETY SOFTWORKS
SAFETY TECHNOLOGY INTERNATIONAL
SAFETY TECHNOLOGY INTERNATIONAL INC
Safety Videos
SAFEWARE THE INSURANCE AGENCY INC
Safran Software Solutions AS
Saft
SAGAXSOFT
SAGE GROUP
SAGE PUBLICATIONS
SAGE SOFTWARE
SAGEKEY SOFTWARE
SAGELAMP SOLUTIONS INC
SageMath
SAGEM-INTERSTAR
SAGER NOTEBOOK COMPUTER
SAGITTA HPC
SAHARA CASES LLC
SAICOO
SAILPOINT TECHNOLOGIES
SainSmart
SAINT CORPORATION
SAISON INFORMATION SYSTEMS CO.,LTD
SAITECH IT PRIVATE LIMITED
SAITEK INDUSTRIES
SAKAR
SAKETA
SAL JOHNSON & ASSOCIATES INC
SALAMANDER DESIGNS LTD

Manufacturers, Publishers and Suppliers

2FA, INC.
2FLYER
2N USA LLC
2ND QUADRANT INC
2POINT
2Ring
2-SEC LTD
2X SOFTWARE LLC
2X SOFTWARE LTD
3 LEGGED THING
3000AD SYSTEMS PTY LTD
321DONE
352 INC
360WORKS
37 SIGNALS LLC
3AM SYSTEMS LTD
3C CAD INC
3COM
3CORE SOFTWARE
3CX
3D CONTROL SYSTEMS INC
3D IO GMBH
3D ISSUE
3D LASER ADVANTAGE INC
3D NATURE LLC
3D RAPID PRINTS
3D SYSTEMS, INC.
3D To All
3D3 SOLUTIONS LTD.
3DBear Inc
3DCADCO INC
3D-COAT
3DCONNEXION
3DI INC
3D-KSTUDIO.COM
3DLABS
3DQUAKERS.com
3DStudio.nl
3D-TOOL
3DVISTA ESPANA SL
3EYE TECHNOLOGIES
3I'S INC
3M COMPANY
3M TOUCH SYSTEMS
3P Learning Inc.
3PAR
3RP
3SL
3T SOFTWARE LABS GmbH
3WARE
3XLOGIC
4 DEGREES
42GEARS MOBILITY SYSTEMS
45 DRIVES MANUFACTURING
Digital Projection, Inc.
DIGITAL PROTOTYPE SYSTEMS INC
DIGITAL RAPIDS CORPORATION
Digital Reasoning
DIGITAL RIVER
Digital Science & Research
DIGITAL SECURITY CONTROLS
Digital Shadows Inc
Digital Signature Software
DIGITAL SPECTRUM SOLUTIONS, INC.
DIGITAL SPEECH SYSTEMS
DIGITAL STORAGE
Digital Storm
DIGITAL SURF
DIGITAL TIGERS
Digital Transforms
DIGITAL TRANSITIONS
DIGITAL WATCHDOG
Digital Workplace Forum Group
DIGITAL.AI SOFTWARE, INC.
DIGITALINX
DIGITALLINK
DIGITALML USA INC
DIGITALOFFICEPRO INC
DIGITALSTORAGE
DIGITALVOLCANO SOFTWARE LTD
DIGITALVOLCANO SOFTWARE LTD.
Digite Inc.
DIGITECH SYSTEMS
DIGITEK COMPUTER PRODUCTS
DIGITIZE DESIGNS LLC
DIGITIZEIT
DIGITTRADE GMBH
Digitus Biometrics, Inc.
DIGITZONE
DIGIUM
DIGSELL
DIGSILENT GMBH
DILIGENT CORPORATION
DIMASTR
DIMENSION 5
DIMENSIONAL SOLUTIONS INC
DIMPLE SOFTWARE
Dinamenta
DINAMO GMBH
DINCLOUD
DINKUMWARE
DINO SOFTWARE
DINOLITE
DINSPACE
DI-O-MATIC
DIPL-ING. MARTIN AIGNESBERGER
DIRAD TECHNOLOGIES INC
DIRECT BUSINESS TECHNOLOGIES LLC
LAUTERBACH INC
LAVA COMPUTER MANUFACTURING
LAVALIER
LAVASOFT
LAVASTORM ANALYTICS INC
LAVIEW EAGLE EYE TECHNOLOGY
LAVKOW
LAW ENFORCEMENT SUPPLY
LAWVU LIMITED
LAYER 2 GMBH
LAYERED SOLUTIONS
Layout Editor
LAYOUT LIMITED
LAYTON TECHNOLOGY
LAZA WIRELESS LLC
LBM SYSTEMS
LC TECHNOLOGY INTERNATIONAL
L-COM, INC.
LCPtracker
LD PRODUCTS
LDAP SERVICES *USE LDAPSOFT
LDAPSOFT
LDAPSOFT CORPORATION
LDRA SOFTWARE TECHNOLOGY
LE CROZZ
LEA Professional
LEAD TECHNOLOGIES INC
LEADER TECHNOLOGY
LEADERSHIP INFUSION LLC
LEADING MARKET TECHNOLOGIES INC
LEADS ONLINE LLC
LEADTEK
LEADTHEM CONSULTING , LLC
LEAN ENTERPRISE SOFTWARE SOLUTIONS
LEAN SOFTWARE LTD
LEANIX INC
LEANKIT INC
LEAP MOTION, INC.
LEAPFROGBI
LEAPWORK
LEARN IT INC
LEARNING A-Z LLC
LEARNING COMPANY
LEARNING SEED
Learning Tree International
LEARNINGWARE, INC
LEARNITURE FURNITURE
LEARNKEY
LEARNPORT INC.
LEARNPULSE SAS
LEARNQUEST
LEASE ACCELERATOR INC
LEASEQUERY LLC
LEATHERMAN TOOL GROUP INC
SALARY.COM
SALEAE LLC.
SALES BEACON
SALESEDGE LLC
SALESFORCE
SALFORD SYSTEMS
SALIENT PROCESS INC
SALIENT STILLS INC
SALT
SALTED SERVICES
SALTER BRECKNELL
SALTSTACK HEADQUARTERS
SALTY BRINE SOFTWARE
SAM R REDDY DBA EVAP CONSULTING INC
SAMANAGE USA INC
SAMDESK
SAMETOP
SAMLEX AMERICA, INC.
SAMPLE MAGIC LTD
SAMPO
SAMS PUBLISHING
SAMSARA NETWORKS
SAMSILL CORPORATION
SAMSON TECHNOLOGIES CORP.
SAMSONITE
SAMSUNG
SAMSUNG ELEC
SAMSYS TECHNOLOGIES
SAMYS CAMERA INC
SAN DIEGO CAD CAM
SAN JAMAR
SANA SECURITY
SANBOLIC INC
SANDBOXIE
SANDERSON FORENSICS LTD
SANDHILL CONSULTANTS USA LTD
SANDISK
SANDSTORM
SANDUSKY CABINETS
SANDY KNOLL SOFTWARE
SANDY LISA
SANFACE SOFTWARE
SANFORD
SANGEAN
SANGOMA
SANHO
SANITECH
SANKEN MICROPHONE CO. LTD.
SANMAR CORP
SANMINA CORPORATION
SANNET SOLUCIONES LLC
SANOXY
SANRAD, INC.
SANS DIGITAL

Manufacturers, Publishers and Suppliers

4BITS
4CABLING.COM.AU
4CLICKS SOLUTIONS, LLC
4D PAYMENTS INC
4D Systems
4D TECHNOLOGIES
4D, INC
4IMPRINT INC
4M
4N6 FANATICS.COM LLC
4N6XPRT
4TEAM
4TOPS
4URPC
4WHAT INTERACTIVE
4WinKey.
4XEM CORP.
5000FISH INC
508 SOFTWARE LLC
51 DEGREES.MOBI LTD
52 Stairs Studio Inc
5G AUTOMATIKA
5NINE SOFTWARE INC
5S SUPPLY
5SPICE
5TOUCH SOLUTIONS INC
5X TECHNOLOGY LLC
6 WUNDERKINDER GMBH
65BIT SOFTWARE LIMITED
74MPH SOLUTIONS
7EDIT
7PACE
7Signal
84 CODES AB
8E6 TECHNOLOGIES
8TH WALL, INC.
8X8 INC.
90 METER INC
911inform
919LABS
986 LABS INC
9LINE SOFTWARE LLC
9RAYS.NET
A B SCIEX
A BETTER SOLUTION INC
A Cloud Guru
A TO B SOLUTIONS
A!K RESEARCH LABS
A&B
A&B SOFTWARE LLC
A&H SOFTWARE HOUSE
A&I SOLUTIONS INC
A.I. SOLUTIONS INC
A.V. SIMULATION SAS
DIRECT TECHNOLOGY GROUP
DIRECTIONS ON MICROSOFT
DIRECTORY SOLUTIONS GROUP
DIRECTORY WIZARDS
DIRECTV, LLC
DISC MAKERS
DISC SOFT
DISCMASTERS
DISCOURSE ANALYTICS
Discover Headsets
DISCOVER TECHNOLOGIES
DISCREETFX
DISCUS SOFTWARE COMPANY
DISKINTERNALS RESEARCH
DISKOLOGY
DISPATCHING SOLUTIONS INC
DISPLAY IMPORTER
DISPLAY WERKS
DISPLAYMATE TECHNOLOGIES
DISPLAYPORT SOURCE
DISPLAYS2GO
DISPLAYTEN
Dissertation Editor
DISTAT
DISTI
DISTINCT
DISTINCTIVE VOICE AND DATA
DISTINOW
DISTRIBUTION MANAGEMENT CORP
DISTRIBUTIVE MANAGEMENT LLC
DISTRIBUTORX INC
DITEK
DIVELEMENTS LTD
DIVERSE COMPUTING INC
DiverseNet
DIVERSIFIED COMPUTER SYSTEMS, INC.
Diversified Labeling Solutions
DIVERSIFIED MATERIAL SPECIALIST INC
DIVERSIFIED SERVICES NETWORK INC
DIVERSITRACK
Diversity IT LLC
Diversity Resources
DIVEX TURISMO SL
DIVI SPACE
DIVISION M
DIVLOCSOFT
DIVXNETWORKS
DIYATECH
DIYIFE
DIYMALLS
DJ TECHTOOLS
DJI
DJMIXERSOFT
DLI.TOOLS
LECTRA
LECTROFAN
LECTROSONICS INC.
LEDABOUR INC
LEDCO
LEDETECH
LEDNICEKER
LEDTRONICS
LEDwholesalers
LEE FILTERS
LEE HARTMAN & SONS, INC.
LEET CYBER SECURITY
LEEUEE
LEFTA SYSTEMS
LEFTHAND NETWORKS
LEGALSUITE
LEGATO SYSTEM
LEGRAND
LEICA GEOSYSTEMS
LEICA-GEOSYSTEMS
LEIDOS INC
LEIHONG
LEIMBERG & ASSOCIATES
LEIMBERG & LECLAIR, INC.
LEITCH
LEITNER
LEM SOLUTIONS
LEMKESOFT
LEMON MOJO
LeMotech
Lenel
LENEXPO
LENKENG TECHNOLOGY
LENMAR
LENOVO
LENOVO X86
LENOX SOFTWORKS INC
Lenses.io Ltd
LENTE DESIGNS
LENTION
LEOCH BATTERY CORPORATION
LEONARDO
LEORA SOFTWARE COMPANY
LEOSTREAM CORPORATION
LEPA TECHNOLOGY CORP
LEPEI - XOOL
LEPIDE SOFTWARE PVT LTD.
LEPY
LETOUR
LET'S THINK WIRELESS, LLC
LETSIGNIT CORP
LETTER OPENER GMBH
LEVEL 3 AUDIO VISUAL LLC
LEVEL 3 COMMUNICATIONS
SANSPOT
SANSUI
SANSUN
SANTA FE GROUP
SANTESOFT
SANUS SYSTEMS
SANYO
SAP AMERICA, INC.
SAPIEN TECHNOLOGIES
SAPIENCE ANALYTICS
SapiensIT Consulting GmbH
SAPIENT CORP
SAPPHIRE
SAPRO SYSTEMS
Saramonic
SARATECH
SARITASA LLC
SARTORIUS STEDIM DATA ANALYTICS AB
SAS
SAS INSTITUTE
SASE SHAM INC
SASSAFRAS SOFTWARE INC
SATECHI
SATELLITEFORMS
SATINIOR
SATMAXIMUM
SATOAMERICA
SATORI SOFTWARE
SAUCE LABS
SAUNDERS GROUP INC
SAUNDERS MANUFACTURING
SAUTINSOFT
SAVAGE UNIVERSAL
SAVANCE LLC
SAVANT PROTECTION INC
SAVARI INC
SAVIGENT SOFTWARE INC
SAVIN
SAVISION
SAVOX COMMUNICATIONS INC
Savvius Inc
SAVVY LEARNING SYSTEMS
SAWMILL
SAWTOOTH SOFTWARE INC
SAXONICA
SAXONY
SAYHIRED
SB2 SOFTWARE / MATRIZ SB2
SBE
SBE VISION INC
SBOWER INC
SC ACID MEDIA SRL
SC JOHNSON PROFESSIONAL
SC PIXELMACHINE SRL

Manufacturers, Publishers and Suppliers

Â¿Extreme Broadband Engineering
Â¿GOKU STORE
Â¿VZOBLUESTOP
Â¿Yide Machinery Co. Ltd.
A10 NETWORKS INC.
A1A Software LLC
A2MAC1 LLC
A2Z SUPPLIES LLC
A3J GROUP LLC
A4TECH CO LTD
A7SOFT
a9t9 software GmbH
AA PORTABLE POWER CORP
AACS LA LLC
AADS WORLDWIDE LTD
AAEON ELECTRONICS INC
AAOTOKK
AAP
AAPC
AAR INNOVATIONS
AASTRA TELECOM
AAVID
AAXA TECHNOLOGIES, INC
AAXEON TECHNOLOGIES LLC.
AB DISTRIBUTING
AB SCIEX
AB4D d o o.
ABA MORIAH CORPORATION
ABACO SYSTEM
ABACRE
ABACUS SOFTWARE
ABARCODE SOFTWARE
ABATRON AG
ABB
ABB ENTERPRISE SOFTWARE INC
ABBA TECHNOLOGIES
ABBVIE INC
ABBYY
ABCGOODEFG
ABEAM ANALYTICS PTE LTD
ABEL CINE TECH INC
ABERDEEN
ABILITY ENGINEERING LTD
ABILITYONE
ABIT
ABIWAZY
ABL ELECTRONICS
ABLEBITS
ABLEBRIDGE
AbleCine
ABLECONN
ABLEGRID.COM
ABLENET INC
ABLETON
D-LINE
D-LINK SYSTEMS
DLT SOLUTIONS
DLT SOLUTIONS (ADEPT ONLY)
DLT SOLUTIONS, INC.
DM SOLUTIONS INC
Dmarcian
DMC
DMD AMERICA INC
DME Forensics
DMG MORI USA INC
DMH Software
DMITRIY PRIMOCHENKO
DMITRY STREBLECHENKO, USA
DMOOSE
DMSI INTERNATIONAL
DMSOFT TECHNOLOGIES
DMSUITE
DNASTAR
DNC SOFTWARE LTD
DN-COMPUTING
DNN CORPORATION
DNP IMS AMERICA CORPORATION
DNS MADE EASY
DNSFILTER INC
DNSIMPLE CORPORATION
DNSOFT RESEARCH GROUP
DNSSTUFF.COM
DNU - CISCO PRESS
DNU - EMC INSIGNIA (Use EMC)
DNU - INSTALLAWARE
DNU - Jabra
DNU - LG
DNU - Plantronics
DNU ADD-ON COMPUTER PERIPHERALS
DNU Add-On Products
DNU CALENDLY
DNU GEMALTO
DNU HARMAN
DNU HARMAN INTERNATIONAL
DNU HUAWEI
DNU HUAWEI SYMANTEC TECHNOLOGIES
DNU KASPERSKY LAB, INC.
DNU MICROFOCUS
DNU MICRON TECHNOLOGY
DNU Oculus Rift
DNU QUADROTECH SOLUTIONS INC
DNU TRICENTRIC
DNU ZTE CORPORATION
DNU-DO NOT USE
DNV
DO IT WISE BULGARIA LTD
DO PROCESS SOFTWARE
DOBYSOFT INC
LEVEL 7 TECHNOLOGIES
LEVEL ACCESS INC
LEVEL TWO
LEVELELEVEN
LEVELOPS INC
LEVERAGE INFORMATION SYSTEMS
LEVERAGE TECHNOLOGIES INC
Levi Ray & Shoup Inc
LEVITON TELECOM
LEVO
LEVTON
LEXALYTICS INC
LEXAR MEDIA
LEXICON TECHNOLOGIES, INC
LEXIMATION INC
LEXIP
LEXIPOL
LEXIS-NEXIS
LEXMARK
LEXRAY
LEXTECH INC
LEYI
LEZE
LG
LG CNS AMERICA
LG ELECTRONICS
LG SOFTWARE INNOVATIONS
Li Shin International Enterprise Co
LIAISON SOFTWARE CORP
LIAISON TECHNOLOGIES
LIAN LI
LIANTRONICS
LIBELIUM
LIBELLE AG
Libera Inc
LIBERRWAY
LIBERTY AV SOLUTIONS
LIBERTY CABLE
LIBERTY LABS
LIBERTY TECHNOLOGY SYSTEMS, INC
LIBRARY PASS INC
LIBRATEL, INC.
LIBRESTREAM
LICEL CORPORATION
LICENSE DASHBOARD LTD
LICENSE4J
LicenseCrawler
LicenseLogic
LICENSEWATCH
LICHENGBEI BATTERY TECH CO
LICORSOFT LTD
LIDOR SYSTEMS
LIEBERLEIBER SOFTWARE CORP
LIEBERLIEBER SOFTWARE GMBH
SCADA ENGINE
SCALA BROADCAST MULTIMEDIA
SCALA, INC
SCALABIUM SOFTWARE
SCALABLE DISPLAY TECHNOLOGIES
SCALABLE NETWORK TECHNOLOGIES
SCALABLE SOFTWARE
SCALE CENTER OF ARIZONA
SCALE COMPUTING
SCALE LOGIC
SCALEARC
SCALEBASE INC
SCALED AGILE
SCALEOUT SOFTWARE INC
SCALITY
SCAN WIRELESS
SCANAVENGER
SCAND LLC
SCANDIT INC
SCANIE
SCANLAB AMERICA INC
SCANNEX LLC
Scan-Optics LLC
SCANSHARP
SCANSOFT
SCANSOURCE
SCANSYS CCTV, INC.
SCANTRON
SCANVEC
SCAPA TECHNOLOGIES
SCAPOS
SCATE
SCEPTRE
SCHAEFER
SCHAFFNER HOLDING AG
SCHAUDIN.COM NORTH AMERICA
SCHED LLC
SchedMD LLC
SCHEDULE IT LTD
SCHEDULEVIEW
SCHEMATODOC ENTERPRISES
SCHERRER RESOURCES INC
SCHICK TOIKKA
SCHLAGE RECOGNITION SYSTEMS
SCHLUMBERGER CANADA LTD
SCHLUMBERGER WATER SERVICES
SCHMOOZE COMMUNICATIONS LLC
SCHNEIDER AUTOMATION
SCHNEIDER ELECTRIC SA *DO NOT USE *
Schneider Kreuznach
SCHNEIDER OPTICS
SCHOOLHOUSE OUTFITTERS LLC
SCHOOLOUTLET.COM
SCHRODINGER INC

Manufacturers, Publishers and Suppliers

ABLEWE
ABNORMAL SECURITY CORPORATION
ABOVETEK
ABP INTERNATIONAL, INC.
ABR INDUSTRIES LLC
ABRANTIX
ABS CONSULTING HEADQUARTERS
ABSEIRA LTD
ABSINT
ABSOFT
ABSOLUTE SOFTWARE
ABSORB LMS
Abstract
ABT SOFTWARE SERVICES LTD
ABT TECH PTY LTD
ABTO SOFTWARE
ABUS
ABVENT
ABYSS MEDIA
ABZ INC
AC CONNECTORS
AC INFINITY
AC/DC INDUSTRIES
ACACIA AUDIO
ACADEMY TECHNOLOGIES
ACANO
ACAPELA GROUP
ACASYSTEMS
ACBEL POLYTECH INC.
ACCEDIAN NETWORK
Accela Inc
ACCELATIS LLC
ACCELERATED CONCEPTS, INC.
ACCELERATED TECHNOLOGY
ACCELEREYES
ACCELL
ACCELLION
ACCELOPS INC
ACCELQ INC
ACCELRYS
AccelStor
ACCELTEX SOLUTIONS
ACCENTURE
ACCEO SOLUTIONS INC.
ACCESS CONTROL DEVICES INC
ACCESS HARDWARE SUPPLY
ACCESS I/O PRODUCTS
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DESIGN INFORMATION TECHNOLOGY
DESIGN REVOLUTION
DESIGN SAFETY ENGINEERING INC
DESIGN SCIENCE
DESIGN SIMULATION TECHNOLOGIES
DESIGN WORKSHOP TECHNOLOGIES INC.
DESIGNERVISTA SOFT LLC
DESKCAMERA BALTIC OU
Desklab
DESKO
DESKOVER
DESKPRO LTD
DESKSHARE
DESKTOP AUTHOR
DESKTOPALERT
KORENIX TECHNOLOGY CO., LTD
KORES OFFICE PROFESSIONAL USA INC
KORE-TEK
KORZH
KOSS
Kotem Hungary Ltd
KOUTECH
KOVAI LIMITED
KOVAIR SOFTWARE INC
KOVIA
KPIT medini Technologies AG
KRAFT KENNEDY & LESSER INC
KRAMER ELECTRONICS, LTD.
KRAMER SCIENTIFIC
KRATRONIC
Kreatiives
KRELL SOFTWARE
KRENGEL TECHNOLOGY INC.
KREPLACEMENT
Krisdonia
KRISP TECHNOLOGIES INC.
KRK SYSTEMS
KRKSOFT
KROGER
KROLL ONTRACK INC
KROMTECH ALLIANCE
KRONOS INC.
Kroser
KROWN MANUFACTURING
KROY
KRUSE ANALYSIS INC
Kryon Systems
KSM CONSULTING LLC
KSOFT
KS-SOFT
KSW KINGDO
KT&C
K-TEK
KTI NETWORKS
ktMINE
KUB
KUBECOST
KUBISYS INC
KUBIT USA
KUBOTEK USA INC
KuCharm
KUDELSKI SECURITY
KUDO Inc.
KUDOBOARD LLC
KUMANTECH
KUPTONE
KURMI
Kurzweil Education
KURZWEIL EDUCATION SYSTEMS
ROCKWELL SOFTWARE INC.
ROCKY MOUNTAIN RAM
ROCSCIENCE
ROCSTOR
RODE MICROPHONES LLC
RODECASTER
Rodel Interactive North America, LL
ROD-L ELECTRONICS, INC.
RODNEY WILLIAM MACH DBA HIPERLOGIC
RODOPI SOFTWARE
RODYN VIBRATION ANALYSIS INC
RODYPOLIS LLC
ROGER NELSON DBA MOTIONWERX
rogers communications
ROGUE AMOEBA
ROGUE WAVE SOFTWARE
ROHDE & SCHWARZ
ROHN PRODUCTS INTERNATIONAL L.C.
ROK Technologies
ROKU, LLC
ROLADA
ROLAND CORP
ROLAND DGA CORPORATION
ROLANSTAR
ROLLBAR INC.
ROLLO
ROLLS CORPORATION
ROLODEX
ROLTA INTERNATIONAL INC
RON TURLEY ASSOCIATES, INC
RONCO SPECIALIZED SYSTEMS INC
RONS PLACE SOFTWARE
ROOCASE
ROOFULL
ROOKERY SOFTWARE LTD
ROOP
ROOST
ROSCO LABORATORIES
ROSE ELECTRONIC
Rose Silver Software LLC
ROSETTA STONE (DNU)
ROSETTA TECHNOLOGIES
ROSEWILL
ROSS VIDEO
ROSSLARE SECURITY PRODUCTS INC
ROTARUA LTD
Rotating Machinery Analysis Inc
ROTH TECHNOLOGIES LLC
ROTRONIC INSTRUMENT CORP
ROTTAY
ROUTERSWHOLESALE
ROUTESMART TECHNOLOGIES INC
ROVE MOBILE
ROVTOP
ZEON CORPORATION
ZEPHYR ASSOCIATES, INC.
ZEPHYR CORP
Zeplin, Inc.
ZEPOL PRODUCTIONS INC
ZEPOL PRODUCTIONS INC.
ZERENE SYSTEMS
ZERO CONNECT
ZERO FOX INC
ZERO G SOFTWARE
ZERO GRAVITY
ZERO HEIGHT
ZEROBOUNCE
ZEROCONNECT
Zeronorth
ZEROTURNAROUND
ZEROWAIT CORPORATION
ZERTO
ZESHUO
Zetakey Solutions Limited
ZETETIC LLC
Zetta
ZETX Inc.
ZEUS TECHNOLOGY LTD
ZEVENET
ZEVRIX
Zewa Medical Technology
Zexmte
ZGO TECHNOLOGIES
ZHEN JIA
ZHIYO
ZHIYUN
ZHONE TECHNOLOGIES, INC.
ZIBIZ CORP
ZIDOO TECHNOLOGY LIMITED CO LTD
ZIDSOFT CONSULTING
ZIENA OPTIMIZATION INC
ZIFTEN TECHNOLOGIES , INC
ZIGI WAVE AD
ZIGNAL LABS INC
ZIMBRA, INC.
ZIMPERIUM
ZIMUSOFT
ZINALI, LLC
ZINGCHART
ZINGTREE INC
ZINMARK.COM
ZINSTALL.COM
ZIOTEK
ZIP CODE DOWNLOAD
ZIP-CODES.COM
ZIPCODEWORLD
ZIPCORES ELECTRIC SYSTEMS ENGINEER
ZIPFLOW

Manufacturers, Publishers and Suppliers

DESKTOPSTANDARD CORP
DESTA
DESTRUCTDATA INC.
DET NORSEKE VERITAS
DET NORSKE VERITAS (U.S.A) INC
DETEX CORP
DETONG TECHNOLOGY LTD
DETROIT PACKAGING CO
DETTO
DEV2DEV SOFTWARE
DEVALDI LTD
DEVART
DEVCENTRICS
DEVCOMPONENTS
DEVELOPER EXPRESS
DeveloperPLUS
DevENTERPRISE SOFTWARE Pty Ltd
DEVEXPRESS
DEVIALET
DEVICE42
DEVICELOCK USA
DEVICETRUST GMBH
DEVINAL
DEVJET SOFTWARE
DEVMADS LTD
DEVMO
DEVO TECHNOLOGY INC
DEVOLUTIONS INC
DEVON IT
DEVON TECHNOLOGIES
DEVSCOPE
DEVSENSE
DEVSENSE S.R.O.
DevSoft Baltic
DEVTICA S R O
DEWALT INDUSTRIAL TOOL CO.
DEWENWILS
DEXA SYSTEMS
DEXON USA
DEXPOT GBR
DEXTRONET
DF/NET RESEARCH INC
DFI
DFR SOLUTIONS LLC
DG LOGIK INC
DGMR Software BV
DH INSTRUMENTS INC
DH2I
DHLSOFT
DHTMLX
DIABLO ANALYTICAL
DIABLOTEK INC
DIAGNOSTIC INSTRUMENTS
Diagnosticlink
KUTOOLS
Kuvacode Oy
KUZY
KVH INDUSTRIES
KVISOFT CO, LTD
KVM SWITCHES ONLINE LLC
KWIKBOOST
KWIKOOL (DIVERSITY IND)
KWIZCOM
KWMOBILE
Kwoksys
KWORLD COMPUTER CO.
KWUMSY
KXT
KYASI
KYE INTERNATIONAL
KYOCERA
KYPIPE LLC
KYVOS INSIGHTS INC
L&E MOBLIE MOUNTS
L.H. DOTTIE COMPANY
L0PHT HOLDINGS LLC.
LAB ASPRISE
LAB COMPUTERS
LAB GRUPPEN
LAB PARTNERS ASSOCIATES, INC.
LAB126
LABAIDER
LABCENTER ELECTRONICS
LABEL ACCESSORIES, INC.
LABELMASTER
LABELMATE
LABELRANGE
Labels Direct
Labeltac
LABELVIEW
LABF
LABOR SAVING DEVICES
LABTAM
LABTEC ENTERPRISES
LABTECH SOFTWARE
LABVANTAGE SOLUTIONS INC
LABWARE INC
LACDO
LACIE LTD
LA-CO INDUSTRIES
LACONIC DESIGNS
L-ACOUSTICS
LAE Software
Laguna 2 - Belkin Refurbs
Laguna 2 - NETGEAR Refurbs
LAHEY COMPUTER SYSTEMS
Laird Digital Cinema
LAIRD PLASTICS
ROWBYTE
ROWLEY ASSOCIATES LIMITED
ROXFIT
ROXIE
ROXIO
ROYAL APPLICATIONS
ROYAL BOX GROUP
ROYAL CONSUMER
ROYAL MAIL GROUP PLC
ROYAL RENDER
ROYAL SOVEREIGN INTERNATIONAL, INC.
ROYCHE
RPI CONSULTANTS
RPOST
RPR WYATT
RPS GROUP USA
R-QUEST TECHNOLOGIES, LLC
RRR SCANDINAVIA AB
RS SOFTWARE
RS SOFTWARE.NET
RS2 TECHNOLOGY GROUP INC
RSA SECURITY
RSC EQUIPMENT RENTAL, INC.
RSMEANS
RSPEED INC
RSSBUSS INC.
RStudio
RSUPPORT CO LTD
RSUTDIO, INC
RT SYSTEM
RTCOM USA, INC.
RTI INTERNATIONAL
RTO SOFTWARE INC
R-TOOLS TECNOLOGY INC.
RTT USA INC
RTTD LTD
RUAEODA
Rubber Monkey Software
RUBBERFEET.US
RUBBERMAID
RUBICON COMMUNICATIONS
RUBRIK
RUBU
RUCKUS WIRELESS
RUGGARD
RUGGED DEPOT, LLC
RUGGED NOTEBOOKS
RUKO
RUMBLE INC
RUNDECK
RUNDOWN CREATOR INC
RUNE LUND-HERMANSEN
RUNECAST SOLUTIONS LTD
RUNNER TECH
ZIPINFO
ZIPKORD SOLUTIONS
ZippSlip
ZIPPY TECHNOLOGY CORP
Zipstorm
ZIVARO
ZIVELO INC
ZIX CORP
ZIX CORPORATION
ZIZO
ZJ BOX
ZJMEDIA DIGITAL TECHNOLOGY LTD
ZK CHATS
Zkteco
ZKTECO USA
ZL
Z-Lock
ZMAGS CORP
ZMBROLL
ZMICRO
ZMODO TECHNOLOGY CORPORATION
ZMT COMUNICACOES E TECNOLOGIA LTDA
ZMT Zurich MedTech
ZMUIPNG
ZNITRO
ZOEGAA
ZOHNO INC
ZOHO CORPORATION
ZOIPER
ZONA TECHNOLOGY INC
ZONATHERM PRODUCTS INC
ZONET
ZONIT STRUCTURED SOLUTIONS LLC
ZOOK Software
ZOOM
ZOOM CORPORATION
ZOOM INTERNATIONAL
ZOOM TELEPHONICS
Zoom Video Communications Inc
ZOOMASH LTD
ZOOMCHARTS
ZOOMDATA
ZOOMER ANALYTICS GMBH
ZOOMERANG
ZOOMIFY
ZOOMSWITCH
ZOOMTEXT
ZOPIM TECHNOLOGIES PTE LTD
ZORN SOFTWARE
ZORO
ZOTAC USA INC.
ZPE Systems, Inc.
ZPLANE.DEVELOPMENT
ZS ASSOCIATES

Manufacturers, Publishers and Suppliers

DIAL PROFESSIONAL
DIALOGIC
DIAMOND HEAD ASSOCIATES
DIAMOND LAMPS
DIAMOND LIGHT SOURCE LTD
DIAMOND MULTIMEDIA
DIAMOND VISIONICS
DIASOFT INC
DICENTRAL CORPORATION
DICKSON
DICOTA
DICTAPHONE
DICTRAN
DIDISOFT
Diffblue
DIFFENGINEX LLC
DiffPlug LLC
DIFFRACTION LIMITED
DIGDB
DIGI EFFECTS
DIGI INTERNATIONAL
DIGIARTY SOFTWARE
DIGIBOARD
DIGICARD SVCS ID PRODUCT SOLUTIONS
DIGICERT INC
DIGICON
DIGI-DATA CORPORATION - COLORADO
DIGIDESIGN
LAIRD TECHNOLOGIES
Laiya Consulting
LAKES ENVIRONMENTAL CONSULTANTS INC
LAKES ENVIRONMENTAL SOFTWARE
LAKESIDE SOFTWARE
LAKESIDE SOFTWARE INC
LALKONS
LAMBDA LABS INC
LAMBDA RESEARCH
LAMICALL
LAMINAR RESEARCH
LAMINEX
Lamprey LLC
LAN CABLES DIRECT
LAN POWER
LANCAST NETWORKS
LANCHER
LANCOPE INC
Land Seismic Noise Specialists
LandAirSea Systems
LANDESK
LANDGUARD SOLAR EQUIPMENT SOLUTIONS
LANDING ZONE
LANDIS COMPUTERS
LANDLORDMAX
LANDMARK GRAPHICS CORPORATION
LANDMARK METALS
LANERGY SOLUTIONS
RUNNUR
RUNSCOPE INC
RUNTIME SOFTWARE
RUNTIME TECHNOLOGIES LLC
RUSHFORTH PROJECTS
RUSS BASSETT
RUSSOUND
RUSTED DREAMS
RUSTEMSOFT
RUSTICI SOFTWARE LLC
RUTHERFORD CONTROLS INT'L CORP.
RUWIDO
RVS Systems
RYACO
RYBOZEN
Rycote Microphone Windshields Ltd
RYOBI AMERICA
RYOBI SYSTEMS SOLUTIONS
S & M COMMUNICATIONS LLC
S N J Solutions
S.C. EVERCODER SOFTWARE SRL
S.I. TECH
S.P. RICHARDS
S2 SOLUTIONS
S3 BROWSER
S4I SYSTEMS INC
SA International
SÂ² Solutions
ZSA TECHNOLOGY LABS INC
ZSCALER INC
Z-SPACE TECHNOLOGIES INC
zSpace, Inc.
ZSXP
ZTE CORPORATION
ZTHY TECH INC
ZTOTOPCASES
ZUGU CASE
ZUKEN USA INC (AMERICAN HQ)
ZUMASYS
ZURAGON TECHNOLOGIES LTD
ZUTUBI
ZUZO
ZVETCO BIOMETRICS, LLC
ZY COMPUTING
ZYLAB
ZYLO INC
ZYLOX
Zymbit Inc
ZYME SOLUTIONS INC
ZYMEWIRE
ZYNAMICS
ZYNAPTIQ
ZYXEL
ZyXEL Communication Corp
ZZEE TOOLS CORPORATION
ZZZ PROJECTS INC

Appendix D - Dun and Bradstreet Report 2022

D&B Finance Analytics

Printed By: Cameo Peralta

Date Printed:04/26/2022

LIVE REPORT

INSIGHT ENTERPRISES, INC.

Tradestyle(s): INSIGHT

ACTIVE

D-U-N-S Number: 87-638-3589
Phone: +1 (480) 333-3000

Address: 2701 E Insight Way, Moved From: 6820 S Harl Ave, Tempe, Az, Chandler, AZ, 85286, United States Of America
Web: www.insight.com
Endorsement: cxperalt@insight.com
Exclude from Portfolio Insight:

Summary

KEY DATA ELEMENTS (Formerly: SCORE BAR)

KDE Name		Current Status	Details
PAYDEX®	↑	78	3 days beyond terms
Delinquency Score	↑	79	Low to Moderate Risk of severe payment delinquency.
Failure Score	↓	44	Moderate Risk of severe financial stress.
D&B Viability Rating		1 2 A A	View More Details
Bankruptcy Found		N	
D&B Rating		5A3	5A indicates 50 million and over, Credit appraisal of 3 is fair

DETAILED TRADE RISK INSIGHT™

Days Beyond Terms
1 Days

3 Months
From Feb-22 to Apr-22



Days Beyond Terms Past 3 months : 1

Low Risk:0 ; High Risk:120+

Dollar-weighted average of 36 payment experiences reported from 13 companies.

PAYDEX® TREND CHART

This Company Industry Benchmark

ALERTS

There are no alerts for this D-U-N-S Number.

OWNERSHIP

Subsidiaries	Branches	Total Members
34	15	250

This company is a Global Ultimate, Domestic Ultimate, Headquarters, Parent.

	Global Ultimate	Domestic Ultimate
Name	INSIGHT ENTERPRISES, INC.	INSIGHT ENTERPRISES, INC.
Country	UNITED STATES	UNITED STATES
D-U-N-S	87-638-3589	87-638-3589
Others	-	-

DELINQUENCY SCORE (Formerly Commercial Credit Score)

Company's Risk Level

LOW-MODERATE

Probability of delinquency over the next 12 months

2.69 %



Past 12 Months

Low Risk

High Risk

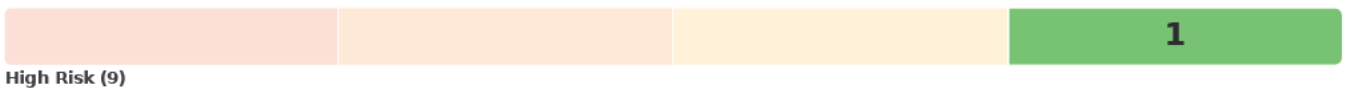
D&B PAYDEX - 3 MONTHS



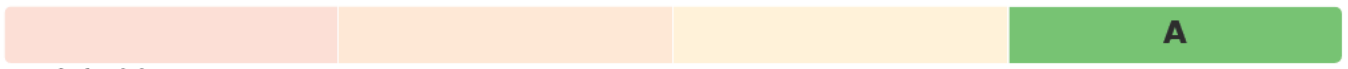
3 days beyond terms

VIABILITY RATING SUMMARY

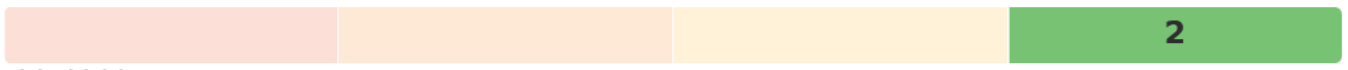
Viability Score



Data Depth Indicator



Portfolio Comparison



Financial Data	Available
Trade Payments	Available: 3+Trade
Company Size	Large: Employees:50+ or Sales: $500K+
Years in Business	Established

COMPANY PROFILE

D-U-N-S 87-638-3589	**Mailing Address** UNITED STATES	**Annual Sales** 9,436,113,000
Legal Form Corporation (US)	**Telephone** +1 (480) 333-3000	**Net Worth** 1,509,227,000
History Record Clear	**Website** www.insight.com	**Employees** 11,006
Date Incorporated 06/04/1991	**Present Control Succeeded** 1988	**Age (Year Started)** 34 Years (1988)
State of Incorporation DELAWARE		**Named Principal** Kenneth T Lamneck, PRES-CEO
Ownership		**Line of Business**

Public: NSIT(NGS)

Computer related services

SIC

73790200

NAICS

541512

Street Address:

2701 E Insight Way, Moved From: 6820 S Harl Ave, Tempe, Az,
Chandler, AZ, 85286,
United States Of America





STOCK PERFORMANCE

Symbol	Last Price	Change	% Change
NSIT	**98.82**	**-2.66 ↓**	**-2.62%**

History		Performance	
Daily High	101.28	Market Cap	3,465,855,062
Daily Low	98.81	P/E:	16.60
52-Week High	111.02	EPS:	5.95
52-Week Low	88.28	Div/Yield	5.95

WEB & SOCIAL POWERED BY FIRSTRAIN

- Royce & Associates LP Has $15.75 Million Holdings in Insight Enterprises, Inc. (NASDAQ:NSIT) MR Modern Readers 23-Apr-2022
- Insight Enterprises, Inc. to Report First Quarter 2022 Financial Results on May 5, 2022 Business Wire, Inc. 21-Apr-2022
- Auckland Council group-buy rattles Microsoft license market Reseller News 19-Apr-2022
- Insight appoints Sumana Nallapati as Chief Information Officer IT Business 18-Apr-2022
- Insight Enterprises, Inc. (NASDAQ:NSIT) Expected to Post Quarterly Sales of $2.41 Billion ETF Daily News 17-Apr-2022
- $2.41 Billion in Sales Expected for Insight Enterprises, Inc. (NASDAQ:NSIT) This Quarter Defenseworld.net 17-Apr-2022
- Insight Enterprises, Inc. (NASDAQ:NSIT) Expected to Post Earnings of $1.60 Per Share WKRB Financial News 15-Apr-2022
- Insight Wins VMware North America 2022 Partner Value Award Business Wire, Inc. 14-Apr-2022
- Zacks Investment Research Downgrades Insight Enterprises (NASDAQ:NSIT) to Hold Defenseworld.net 14-Apr-2022
- Insight Enterprises, Inc. (NASDAQ:NSIT) Expected to Announce Earnings of $1.60 Per Share ETF Daily News 13-Apr-2022

Load More

NOTES

Add Note

No notes is available for this D-U-N-S Number.

The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

Small Business Risk Insight

ACCOUNT SUMMARIES

Total Current Balance

Total Past Due

Total Past Due Cycle 1

Total Past Due Cycle 2

Total Past Due Cycle 3

Total Past Due Cycle 4

Total Past Due Cycle 5

Total Charge Off Amount

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
No data found															

Risk Assessment

D&B RISK ASSESSMENT

OVERALL BUSINESS RISK

HIGH	MODERATE-HIGH	MODERATE	LOW-MODERATE	LOW

Dun & Bradstreet thinks...

- Overall assessment of this organization over the next 12 months: **STABLE CONDITION**
- Based on the predicted risk of business discontinuation: **LIKELIHOOD-OF-CONTINUED-OPERATIONS**
- Based on the predicted risk of severely delinquent payments: **LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

MAXIMUM CREDIT RECOMMENDATION

US$ 5,300,000

The recommended limit is based on a moderately low probability of severe delinquency.

D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Viability Score
Compared to All US Businesses within the D&B Database:

- Level of Risk:**Low Risk**
- Businesses ranked **1** have a probability of becoming no longer viable: **0.2 %**
- Percentage of businesses ranked **1: 0.3 %**
- Across all US businesses, the average probability of becoming no longer viable:**14 %**

Portfolio Comparison
Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment :**Available Financial Data**
- Level of Risk:**Low Risk**
- Businesses ranked **2** within this model segment have a probability of becoming no longer viable: **0.2 %**
- Percentage of businesses ranked **2** with this model segment: **14 %**
- Within this model segment, the average probability of becoming no longer viable:**0.6 %**

Data Depth Indicator

Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Comprehensive Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

Company Profile:

Company Profile Details:

- Financial Data: **True**
- Trade Payments: **Available: 3+Trade**
- Company Size: **Large: Employees:50+ or Sales: $500K+**
- Years in Business: **Established: 5+**

A

Financial Data	Trade Payments	Company Size	Years in Business
True	Available: 3+Trade	Large	Established

FAILURE SCORE FORMERLY FINANCIAL STRESS SCORE

44

High Risk (1) Low Risk (100)

- Low proportion of satisfactory payment experiences to total payment experiences
- High proportion of slow payment experiences to total number of payment experiences
- UCC Filings reported
- High number of enquiries to D&B over last 12 months
- Evidence of open judgments

Level of Risk	Raw Score	Probability of Failure	Average Probability of Failure for Businesses in D&B Database	Class
Moderate	**1471**	**0.27 %**	**0.48**	**3**

Business and Industry Trends

△ FAILURE SCORE ⬚ Industry Median Quartile

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	44
Region:(MOUNTAIN)	33
Industry:BUSINESS, LEGAL AND ENGINEERING SERVICES	37
Employee range:(500-2300000)	53
Years in Business:(26+)	81

DELINQUENCY SCORE FORMERLY COMMERCIAL CREDIT SCORE

79

High Risk (1) Low Risk (100)

- Higher risk industry based on delinquency rates for this industry
- Proportion of slow payments in recent months
- Proportion of past due balances to total amount owing
- Evidence of open judgments

Level of Risk	Raw Score	Probability of Delinquency	Compared to Businesses in D&B Database	Class
Low-Moderate	**546**	**2.69 %**	**10.2 %**	**2**

Business and Industry Trends

△ DELINQUENCY SCORE ⬚ Industry Median Quartile

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	79
Region:(MOUNTAIN)	29

Norms	National %
Industry:BUSINESS, LEGAL AND ENGINEERING SERVICES	37
Employee range:(500-2768886)	76
Years in Business:(26+)	69

D&B PAYDEX

78

High Risk (1) Low Risk (100)

When weighted by amount, Payments to suppliers average 3 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 78
Equals 3 Days Beyond Terms

D&B 3 MONTH PAYDEX

78

High Risk (1) Low Risk (100)

Based on payments collected 3 months ago.
When weighted by amount, Payments to suppliers average 3 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 78
Equals 3 Days Beyond Terms

Business and Industry Trends

7379 - Computer related services

△ PAYDEX ⬚ Industry Lower Quartile ◌ Industry Median Quartile ✳ Industry Upper Quartile

Equals

D&B RATING

Current Rating as of 02/26/2019

Financial Strength
5A : USD 50,000,000 and over in Net Worth or Equity

Risk Indicator
3 : Moderate Risk

Previous Rating

Financial Strength
5A : US$ 50,000,000 and over in Net Worth or Equity

Risk Indicator
2 : Low Risk

History since 02/26/2010

Date Applied	D&B Rating
11/09/2018	5A2
08/15/2018	5A3
08/03/2018	5A2
05/07/2018	5A3
03/02/2018	5A2

Trade Payments

TRADE PAYMENTS SUMMARY (Based on 24 months of data)

Overall Payment Behaviour
3
Days Beyond Terms

Highest Now Owing:
US$ 30,000,000

% of Trade Within Terms
62%

Total Trade Experiences:
90
Largest High Credit:
US$ 30,000,000
Average High Credit:
US$ 701,116

Highest Past Due
US$ 1,000,000

Total Unfavorable Comments :
0
Largest High Credit:
US$ 0

Total Placed in Collections:
0
Largest High Credit:
US$ 0

D&B PAYDEX

78

High Risk (1) Low Risk (100)

When weighted by amount, Payments to suppliers average 3 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

D&B 3 MONTH PAYDEX

78

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- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 78
Equals 3 Days Beyond Terms

Industry Median 78
Equals 3 Days Beyond Terms

BUSINESS AND INDUSTRY TRENDS

Based on 24 months of data

7379 - Computer related services

△ PAYDEX ⬚ Industry Lower Quartile ◔ Industry Median Quartile ✳ Industry Upper Quartile

	5/20	6/20	7/20	8/20	9/20	10/20	11/20	12/20	1/21	2/21	3/21	4/21	5/21	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	Current 2022
This Business	77	76	77	77	77	78	77	77	78	78	78	78	78	78	78	78	78	78	78	77	77	78	78	78
Industry Quartile																								
Upper	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-
Median	-	78	-	-	79	-	-	78	-	-	78	-	-	78	-	-	78	-	-	78	-	-	78	-
Lower	-	70	-	-	70	-	-	69	-	-	69	-	-	69	-	-	70	-	-	70	-	-	70	-

TRADE PAYMENTS BY CREDIT EXTENDED (Based on 12 months of data)

Range of Credit Extended (US$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	18	US$ 47,850,000	95
50,000 - 99,999	2	US$ 120,000	50
15,000 - 49,999	10	US$ 275,000	63
5,000 - 14,999	13	US$ 105,000	62
1,000 - 4,999	11	US$ 23,000	72
Less than 1,000	15	US$ 4,050	47

TRADE PAYMENTS BY INDUSTRY (BASED ON 24 MONTHS OF DATA)

Collapse All | Expand All

Industry Category-	Number of Payment Experiences	Largest High Credit (US$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
27 - Printing, Publishing and Allied Industries	1	10,000	100	0	0	0	0
2711 - Newspaper-print/publ	1	10,000	100	0	0	0	0
35 - Industrial and Commercial Machinery and Computer Equipment	4	2,500	93	7	0	0	0
3579 - Mfg misc office eqpt	3	750	86	14	0	0	0
3585 - Mfg refrig/heat equip	1	2,500	100	0	0	0	0
36 - Electronic and other electrical equipment and components except computer equipment	2	10,000	50	0	0	0	50
3629 - Mfg elect indus equip	1	10,000	0	0	0	0	100
3674 - Mfg semiconductors	1	50	100	0	0	0	0
45 - Transportation by Air	1	100	0	0	0	0	100
4513 - Air courier service	1	100	0	0	0	0	100
47 - Transportation	2	1,000	17	0	33	17	33

Services							
4731 - Arrange cargo transpt	2	1,000	17	0	33	17	33
48 - Communications	7	40,000	59	0	0	41	0
4813 - Telephone communictns	7	40,000	59	0	0	41	0
50 - Wholesale Trade - Durable Goods	16	30,000,000	78	0	7	2	13
5045 - Whol computers/softwr	9	2,000,000	63	0	27	9	1
5065 - Whol electronic parts	5	30,000,000	99	1	0	0	0
5064 - Whol appliances	1	8,000,000	100	0	0	0	0
5063 - Whol electrical equip	1	30,000	50	0	0	0	50
51 - Wholesale Trade - Nondurable Goods	2	10,000	55	0	45	0	0
5113 - Whol service paper	2	10,000	55	0	45	0	0
60 - Depository Institutions	7	1,000,000	100	0	0	0	0
6021 - Natnl commercial bank	7	1,000,000	100	0	0	0	0
61 - Nondepository Credit Institutions	2	750,000	100	0	0	0	0
6153 - Short-trm busn credit	1	750,000	100	0	0	0	0
6159 - Misc business credit	1	20,000	100	0	0	0	0
73 - Business Services	10	1,000,000	26	19	0	0	39
7372 - Prepackaged software	5	250,000	7	61	1	0	31
7373 - Computer system desgn	1	1,000,000	50	50	0	0	0
7374 - Data processing svcs	1	100,000	0	0	0	0	100
7371 - Custom programming	1	100,000	100	0	0	0	0
7359 - Misc equipment rental	1	250	0	0	0	0	100
7389 - Misc business service	1	0	0	0	0	0	0
75 - Automotive Repair, Services and Parking	2	10,000	25	25	25	0	25
7514 - Passenger car rental	2	10,000	25	25	25	0	25
87 - Engineering Accounting Research Management and Related Services	2	50,000	25	0	0	25	0
8734 - Testing laboratory	1	50,000	50	0	0	50	0
8748 - Business consulting	1	0	0	0	0	0	0
91 - Executive Legislative and	2	5,000	100	0	0	0	0

General Government except Finance							
9111 - Executive office	2	5,000	100	0	0	0	0
93 - Public Finance Taxation and Monetary Policy	6	5,000	100	0	0	0	0
9311 - Public finance	6	5,000	100	0	0	0	0
96 - Administration of Economic Programs	1	100	100	0	0	0	0
9611 - Admin economic prgm	1	100	100	0	0	0	0
99 - Nonclassifiable Establishments	4	15,000	100	0	0	0	0
9999 - Nonclassified	4	15,000	100	0	0	0	0

TRADE LINES

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
04/22	Pays Promptly	N30	10,000	0	0	1
03/22	Pays Promptly	-	30,000,000	30,000,000	1,000,000	1
03/22	Pays Promptly	-	8,000,000	8,000,000	400,000	1
03/22	Pays Promptly	-	900,000	600,000	0	1
03/22	Pays Promptly	N30	100,000	35,000	0	1
03/22	Pays Promptly	-	100,000	0	0	Between 4 and 5 Months
03/22	Pays Promptly	-	20,000	7,500	100	1
03/22	Pays Promptly	-	15,000	0	0	Between 6 and 12 Months
03/22	Pays Promptly	-	15,000	0	0	Between 6 and 12 Months
03/22	Pays Promptly	-	7,500	7,500	0	1
03/22	Pays Promptly	-	1,000	0	0	Between 4 and 5 Months
03/22	Pays Promptly	-	750	750	0	1
03/22	Pays Promptly	-	250	0	0	Between 6 and 12 Months
03/22	Pays Promptly	N30	50	0	0	Between 4 and 5 Months
03/22	Pays Promptly	-	0	0	0	1
03/22	Pays Prompt to Slow 30+	-	600,000	0	0	1
03/22	Pays Prompt to Slow 30+	-	25,000	10,000	0	1
03/22	Pays Prompt to Slow 30+	-	50	0	0	1
03/22	Pays Prompt to Slow 60+		2,000,000	30,000	30,000	1
03/22	Pays Prompt to Slow 60+	-	10,000	10,000	0	1
03/22	Pays Prompt to Slow 60+	-	10,000	5,000	100	1
03/22	Pays Prompt to Slow 60+	-	500	500	100	1
03/22	Pays Prompt to Slow 90+	N30	700,000	400,000	400,000	Between 2 and 3 Months
03/22	Pays Prompt to Slow 90+	-	25,000	0	0	1
03/22	Pays Prompt to Slow 120+	-	70,000	35,000	30,000	1
03/22	Pays Prompt to Slow 120+	-	30,000	0	0	Between 6 and 12 Months
03/22	Pays Slow 30+	-	100,000	100,000	100,000	1
03/22	Pays Slow 60+	-	2,500	0	0	Between 6 and 12 Months
03/22	Pays Slow 120+	-	100,000	100,000	100,000	-
03/22	Pays Slow 30 120+		10,000	1,000	50	1
03/22	Pays Slow 120+	-	250	250	250	-

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
03/22	Pays Slow 120+	-	100	0	0	Between 6 and 12 Months
03/22	-	Cash account	250	0	0	1
03/22	-	Cash account	250	0	0	Between 6 and 12 Months
03/22	-	Cash account	100	0	0	Between 2 and 3 Months
03/22	-	Cash account	100	0	0	1
03/22	-	Cash account	50	0	0	Between 6 and 12 Months
03/22	-	Cash account	50	0	0	1
03/22	-	Cash account	50	0	0	1
03/22	-	Cash account	0	0	0	Between 6 and 12 Months
02/22	Pays Promptly	-	1,000,000	1,000,000	0	1
02/22	Pays Promptly	-	750,000	300,000	0	1
02/22	Pays Promptly	-	500,000	500,000	0	1
02/22	Pays Promptly	-	500,000	500,000	0	1
02/22	Pays Promptly	-	500,000	500,000	0	1
02/22	Pays Promptly	-	100	0	0	Between 6 and 12 Months
02/22	Pays Prompt to Slow 60+	-	40,000	0	0	Between 4 and 5 Months
02/22	Pays Prompt to Slow 90+	-	50,000	50,000	45,000	1
02/22	Pays Prompt to Slow 90+	-	500	0	0	Between 6 and 12 Months
01/22	Pays Promptly	-	5,000	0	0	1
01/22	Pays Promptly	-	2,500	0	0	1
01/22	Pays Slow 60-120+	-	1,000	0	0	Between 6 and 12 Months
12/21	Pays Promptly	-	100	0	0	Between 6 and 12 Months
12/21	-	Cash account	50	0	0	1
11/21	-	Cash account	50	0	0	Between 6 and 12 Months
10/21	-	Cash account	50	0	0	1
09/21	-	Cash account	50	0	0	Between 2 and 3 Months
09/21	-	Cash account	50	0	0	Between 2 and 3 Months
08/21	Pays Promptly	-	20,000	0	0	Between 6 and 12 Months
08/21	Pays Promptly	-	0	0	0	Between 4 and 5 Months
07/21	Pays Promptly	-	5,000	0	0	1
07/21	Pays Promptly	-	5,000	0	0	1
07/21	Pays Promptly	-	2,500	0	0	1
07/21	Pays Promptly	-	2,500	0	0	1
07/21	Pays Slow 60+	-	250	0	0	Between 6 and 12 Months
05/21	Pays Promptly	-	10,000	0	0	Between 2 and 3 Months
05/21	Pays Prompt to Slow 90+	-	40,000	0	0	Between 2 and 3 Months
05/21	Pays Prompt to Slow 90+	-	2,500	0	0	Between 2 and 3 Months
05/21	Pays Prompt to Slow 90+	-	1,000	0	0	Between 2 and 3 Months
05/21	Pays Slow 120+	-	10,000	0	0	Between 6 and 12 Months
05/21	-	Cash account	50	0	0	1
04/21	-	Cash account	50	0	0	1
02/21	Pays Slow 90+	-	100	100	100	-
12/20	Pays Promptly	-	7,500	0	0	Between 6 and 12 Months
12/20	Pays Prompt to Slow 30+	-	45,000	0	0	1
12/20	Pays Slow 30-120+	-	250,000	30,000	20,000	1
09/20	Pays Slow 60+	N30	10,000	0	0	Between 6 and 12 Months
07/20	Pays Promptly	-	2,500	2,500	0	1
05/20	Pays Prompt to Slow 30+	-	1,000,000	0	0	Between 2 and 3 Months
04/20	Pays Promptly	-	2,500	0	0	1

OTHER PAYMENT CATEGORIES

Other Payment Categories	Experience	Total Amount
Cash experiences	18	US$ 1,350
Payment record unknown	1	US$ 1,000
Unfavorable comments	0	US$ 0
Placed for collections	0	US$ 0
Total in D&B's file	90	US$ 48,379,400

Corporate Linkage

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SUBSIDIARIES (DOMESTIC)

Company	City , State	D-U-N-S® NUMBER
ENSYNCH, INCORPORATED	TEMPE , Arizona	05-165-4379
INSIGHT NORTH AMERICA, INC.	TEMPE , Arizona	09-473-3862
SOFTWARE SPECTRUM, INC.	PLANO , Texas	10-259-5865
INSIGHT DIRECT USA, INC.	CHANDLER , Arizona	15-755-2118
PCM, INC.	EL SEGUNDO , California	18-108-7842
INSIGHT TECHNOLOGY SOLUTIONS, LLC	BOWIE , Maryland	05-231-1607
BLUEMETAL ARCHITECTS, INC.	WATERTOWN , Massachusetts	96-586-9675
INSIGHT RECEIVABLES, LLC	BLOOMINGDALE , Illinois	07-849-4005
INSIGHT DIRECT USA, INC.	HANOVER PARK , Illinois	08-113-2421
CALENCE, LLC	TEMPE , Arizona	07-095-9459
INSIGHT DIRECT WORLDWIDE, INC.	TEMPE , Arizona	07-869-3931
INSIGHT GLOBAL FINANCE, INC.	TEMPE , Arizona	82-869-3478
DATALINK HOLDING LLC	TEMPE , Arizona	11-726-0326
DATALINK NEVADA LLC	TEMPE , Arizona	11-726-0329
INSIGHT STADIUM SERVICES, LLC	TEMPE , Arizona	11-727-3767
CALENCE PHYSICAL SECURITY SOLUTIONS, LLC	TEMPE , Arizona	11-726-9176
INSIGHT CONSULTING SERVICES, LLC	MEDFORD , New Jersey	04-749-3391
MV SUB, INC.	TEMPE , Arizona	11-731-3941
CARDINAL SOLUTIONS GROUP-FLORIDA, LLC	TEMPE , Arizona	11-732-0088
CARDINAL SOLUTIONS GROUP-TENNESSEE, LLC	TEMPE , Arizona	11-732-0091
CARDINAL SOLUTIONS GROUP-GEORGIA, LLC	TEMPE , Arizona	11-732-0090
STI ACQUISITION	TEMPE , Arizona	11-731-6884
INSIGHT RECEIVABLES HOLDING, LLC	ADDISON , Illinois	11-739-3170

EN POINTE TECHNOLOGY SALES, LLC	TEMPE , Arizona	11-821-8102
INSIGHT DIRECT PHILIPPINES, LLC	TEMPE , Arizona	11-837-7108

This list is limited to the first 25 subsidiaries.

SUBSIDIARIES (INTERNATIONAL)

Company	City , Country or Region	D-U-N-S® NUMBER
INSIGHT ENTERPRISES UK LIMITED	SHEFFIELD , UNITED KINGDOM	22-049-5803
Insight Holding (Deutschland) GmbH	Garching b. München , GERMANY	32-983-1940
SSI (BRITAIN) LIMITED.	SHEFFIELD , UNITED KINGDOM	37-894-5612
Insight Technology Solutions AG	WALLISELLEN , SWITZERLAND	48-091-3982
INSIGHT TECHNOLOGY SOLUTIONS SAS	VELIZY VILLACOUBLAY , FRANCE	77-614-7852

BRANCHES (DOMESTIC)

Company	City , State	D-U-N-S® NUMBER
INSIGHT ENTERPRISES, INC.	ADDISON , Illinois	80-674-6983
INSIGHT ENTERPRISES, INC.	EASTON , Connecticut	79-766-8824
INSIGHT ENTERPRISES, INC.	ARVADA , Colorado	80-130-8235
INSIGHT ENTERPRISES, INC.	NEW YORK , New York	86-106-4413
INSIGHT ENTERPRISES, INC.	TEMPE , Arizona	07-869-2460
INSIGHT ENTERPRISES, INC.	EDINA , Minnesota	03-670-7575
INSIGHT ENTERPRISES, INC.	COLUMBUS , Ohio	11-655-7789
INSIGHT ENTERPRISES, INC.	EDEN PRAIRIE , Minnesota	11-676-1884
INSIGHT ENTERPRISES, INC.	BAYTOWN , Texas	06-403-5147
INSIGHT ENTERPRISES, INC.	WELLINGTON , Florida	03-451-6918
INSIGHT ENTERPRISES, INC.	MCALLEN , Texas	07-498-1005
INSIGHT ENTERPRISES, INC.	VERNON , Connecticut	01-534-3486
INSIGHT ENTERPRISES, INC.	RALEIGH , North Carolina	11-717-4661
INSIGHT ENTERPRISES, INC.	TAMPA , Florida	11-850-8206
INSIGHT ENTERPRISES, INC.	LEWIS CENTER , Ohio	11-777-4946

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Legal Events

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Bankruptcies	Judgements	Liens	Suits	UCCs
No	1	0	0	60

	Latest Filing: 12/18/2019	Latest Filing: -	Latest Filing: -	Latest Filing: 04/28/2020

EVENTS

Judgement - Court Judgement

Filing Date	12/18/2019
Filing Number	201911700048CE
Status	Unsatisfied
Date Status Attained	12/18/2019
Received Date	04/24/2020
Award	US$ 12,000
Debtors	INSIGHT ENTERPRISES, INC
Creditors	CITY OF PHILADELPHIA, PHILADELPHIA, PA
Court	PHILADELPHIA MUNICIPAL COURT, PHILADELPHIA, PA

UCC Filing - Continuation

Filing Date	04/28/2020
Filing Number	1156399501214
Received Date	05/04/2020
Original Filing Date	07/10/2015
Original Filing Number	832869600786
Secured Party	KEY EQUIPMENT FINANCE, A DIVISION OF KEYBANK NA, SUPERIOR, CO
Debtors	DATALINK CORPORATION, EDEN PRAIRIE, MN
Filing Office	SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

UCC Filing - Original

Filing Date	08/30/2019
Filing Number	2019 6053479
Received Date	09/27/2019
Collateral	All Assets and proceeds
Secured Party	JPMORGAN CHASE BANK, N. A., AS ADMINISTRATIVE AGENT, CHICAGO, IL
Debtors	INSIGHT ENTERPRISES, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	05/02/2019
Filing Number	2019 3062739
Received Date	06/04/2019
Collateral	Leased Computer equipment and proceeds
Secured Party	DELL FINANCIAL SERVICES L.L.C., ROUND ROCK, TX
Debtors	INSIGHT ENTERPRISES, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	03/12/2019
Filing Number	1074128301790
Received Date	03/18/2019
Original Filing Date	06/05/2014
Original Filing Number	201436858067
Secured Party	INSIGHT INVESTMENTS, LLC, COSTA MESA, CA
Secured Party	MB FINANCIAL BANK NA, ROSEMONT, IL
Secured Party	US BANK EQUIPMENT FINANCE A DIVISION OF US BANK NATIONAL ASSOCIATION, MARSHALL, MN
Secured Party	US BANK EQUIPMENT FINANCE A DIVISION OF US BANK NATIONAL ASSOCIATION, MARSHALL, MN
Secured Party	WELLS FARGO EQUIPMENT FINANCE INC, MINNEAPOLIS, MN
Debtors	DATALINK CORPORATION, EDEN PRAIRIE, MN
Filing Office	SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

UCC Filing - Continuation

Filing Date	08/10/2017
Filing Number	2017 5301145
Received Date	09/21/2017
Original Filing Date	01/22/2013
Original Filing Number	2013 0262627
Secured Party	BANK ONE, NA, AS AGENT, CHICAGO, IL
Debtors	INSIGHT ENTERPRISES, INC., TEMPE, AZ
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	11/21/2016
Filing Number	20167206244
Received Date	01/19/2017
Original Filing Date	04/30/2012
Original Filing Number	2012 1663311
Secured Party	WELLS FARGO CAPITAL FINANCE, LLC, AS COLLATERAL AGENT, ENGLEWOOD, CO
Debtors	INSIGHT ENTERPRISES, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	06/08/2016
Filing Number	200614290252
Received Date	07/14/2016
Original Filing Date	07/06/2006
Original Filing Number	200614290252
Secured Party	HEWLETT-PACKARD COMPANY, PALO ALTO, CA

Debtors	INSIGHT CANADA, INC., TEMPE, AZ
Filing Office	SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ

UCC Filing - Original

Filing Date	01/22/2013
Filing Number	2013 0262627
Received Date	02/14/2013
Collateral	Assets including proceeds and products
Secured Party	BANK ONE, NA, AS AGENT, CHICAGO, IL
Debtors	INSIGHT ENTERPRISES, INC., TEMPE, AZ
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	04/30/2012
Filing Number	2012 1663311
Received Date	05/24/2012
Collateral	All Assets including proceeds and products
Secured Party	WELLS FARGO CAPITAL FINANCE, LLC, AS COLLATERAL AGENT, ENGLEWOOD, CO
Debtors	INSIGHT ENTERPRISES, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	01/25/2011
Filing Number	200614290252
Received Date	02/08/2011
Original Filing Date	07/06/2006
Original Filing Number	200614290252
Secured Party	HEWLETT-PACKARD COMPANY, PALO ALTO, CA
Debtors	INSIGHT CANADA, INC., TEMPE, AZ
Filing Office	SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ

UCC Filing - Amendment

Filing Date	10/02/2008
Filing Number	200614290252
Received Date	11/10/2008
Collateral	Inventory including proceeds and products - Account(s) including proceeds and products - Chattel paper including proceeds and products - General intangibles(s) including proceeds and products - and OTHERS
Original Filing Date	07/06/2006
Original Filing Number	200614290252
Secured Party	HEWLETT-PACKARD COMPANY, PALO ALTO, CA
Debtors	INSIGHT CANADA, INC.
Filing Office	SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ

UCC Filing - Original

Filing Date	06/02/2006
Filing Number	011021891
Received Date	06/21/2006
Collateral	Account(s) and proceeds - Computer equipment and proceeds - Business machinery/equipment and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds
Secured Party	BAL GLOBAL FINANCE, LLC, TROY, MI
Secured Party	BANC OF AMERICA LEASING & CAPITAL, LLC, TROY, MI
Debtors	INSIGHT DIRECT USA, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL

UCC Filing - Original

Filing Date	06/01/2006
Filing Number	011016448
Received Date	06/21/2006
Collateral	Leased Unspecified
Secured Party	BAL GLOBAL FINANCE, LLC, TROY, MI
Secured Party	BANC OF AMERICA LEASING & CAPITAL, LLC, TROY, MI
Debtors	INSIGHT DIRECT USA, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL

UCC Filing - Original

Filing Date	01/10/2006
Filing Number	200614038234
Received Date	02/14/2006
Collateral	AGREEMENTS
Secured Party	WELLS FARGO FINANCIAL LEASING, INC., NEWPORT BEACH, CA
Debtors	INSIGHT DIRECT USA, INC.
Filing Office	SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ

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There may be additional suits, liens, or judgments in D&B's file on this company available in the U.S. Public Records Database, also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

Special Events

SPECIAL EVENTS

Date	Event Description
04/11/2022	**OFFICER CHANGE: According to published reports, Insight Enterprises announced the appointment of Sumana Nallapati as chief information officer replacing Jeff Shumway.**
04/05/2022	**Business address has changed from 6820 S Harl Ave, Tempe, AZ, 85283 to 2701 E Insight Way, Chandler, AZ, 85286.**

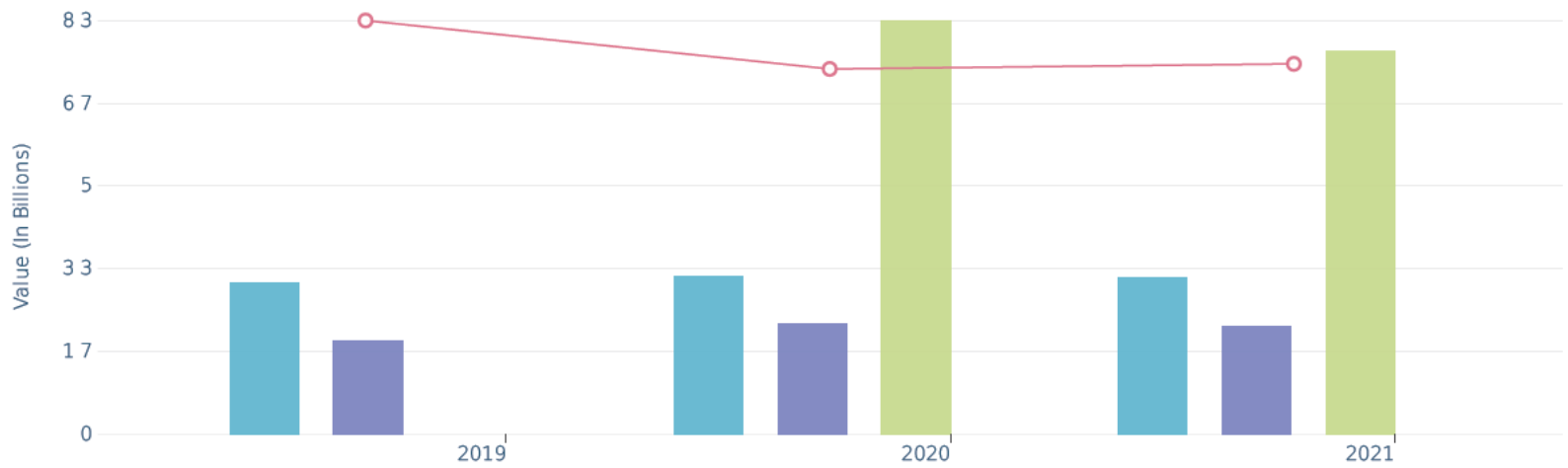
Date	Event Description
02/21/2022	BOARD OF DIRECTORS UPDATE: According to published reports, Insight Enterprises, Inc. announced that it has named Alexander L. Baum as an independent director to its board.
02/10/2022	EARNINGS UPDATE: According to published reports, comparative operating results for the 12 months ended December 31, 2021: Sales of $9,436,113,000, Net Income of $219,345,000; compared to Sales of $8,340,579,000, Net Income of $172,640,000 for the comparable period in the prior year.
11/13/2021	EARNINGS UPDATE: According to published reports, comparative operating results for the 9 months ended September 30, 2021: Sales of $6,870,090,000, Net Income of $157,212,000; compared to Sales of $6,049,264,000, Net Income of $119,252,000 for the comparable period in the prior year.

Financials - D&B

Financials

Source: D&B | Currency: All figures shown in USD unless otherwise stated

FINANCIAL STATEMENT COMPARISON



	Interim Consolidated 03/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019	Last 3 years
Current Assets	3,153,693,000	3,176,450,000	3,048,032,000	
Current Liabilities	2,175,072,000	2,227,464,000	1,883,528,000	
Tangible Net Worth	1,383,166,000	1,342,429,000	1,160,318,000	
Sales	-	8,340,579,000	7,731,190,000	
Net Income	-	172,640,000	159,407,000	
Current Ratio	1.45	1.43	1.62	
Working Capital	978,621,000	948,986,000	1,164,504,000	
Other Assets	1,100,914,000	1,134,282,000	1,130,147,000	
Long Term Liabilities	696,369,000	740,839,000	1,134,333,000	

STATEMENT INFORMATION

Source Information	Statement obtained in outside quarters. Statement obtained from Securities and Exchange Commission. Prepared from statement(s) by Accountant: KPMG LLP, Phoenix, Arizona.
Statement Explanation	Explanations: The net worth of this company includes intangibles.

Financials

Source: D&B | Currency: All figures shown in USD unless otherwise stated

BALANCE SHEET

Balance Sheet

Assets

Current Assets	Fiscal 12/31/2021	Fiscal 12/31/2020	Last 2 years
Accounts Receivable	USD 2,936,732,000	USD 2,583,716,000	
Cash	USD 103,840,000	USD 138,753,000	
Other Current Assets	USD 199,638,000	USD 177,927,000	
Inventory	USD 328,101,000	USD 253,297,000	
Total Current Assets	USD 3,568,311,000		

Long Term Assets	Fiscal 12/31/2021	Fiscal 12/31/2020	Last 2 years
Intangible Assets-Net	USD 214,788,000	USD 239,833,000	
Property, Plant, Fixtures & Equipment	USD 176,263,000	USD 148,531,000	
Goodwill	USD 428,346,000	USD 429,757,000	
Other long term assets	USD 301,372,000	USD 282,793,000	
Total Assets	USD 4,689,080,000		

Liabilities

Total Current Liabilities	Fiscal 12/31/2021	Fiscal 12/31/2020	Last 2 years
Accounts Payable-Inventory Fin	USD 311,878,000	-	
Accruals	USD 423,489,000	USD 404,995,000	
Current Portion Of Long Term Debt	USD 36,000	USD 830,000	
Accounts Payable	USD 1,779,854,000	USD 1,460,172,000	
Total Current Liabilities	USD 2,515,257,000		

Long Term Liabilities	Fiscal 12/31/2021	Fiscal 12/31/2020	Last 2 years
ACCUM OTHER COMPREHENSIVE LOSS	(USD 27,094,000)	(USD 15,535,000)	
Other Long Term Liabilities	USD 255,953,000	USD 246,005,000	
Preferred Stock	USD 349,000	-	
Long-Term Debt	USD 361,570,000	USD 416,401,000	
Retained Earnings	USD 1,167,690,000	USD 1,036,413,000	
Additional Paid In Capital / Capital Surplus	USD 368,282,000	USD 361,935,000	
Deferred Income Taxes	USD 47,073,000	USD 33,963,000	
Total Liabilities & Net Worth	USD 4,689,080,000		

PROFIT AND LOSS INFORMATION

Date	Description
12/31/2021	From JAN 01 2021 to DEC 31 2021 annual sales $9,436,113,000; cost of goods sold $7,988,556,000. Gross profit $1,447,557,000; operating expenses $1,115,496,000. Operating income $332,061,000; other income $1,012,000; other expenses $40,516,000; net income before taxes $292,557,000; Federal income tax $73,212,000; net income $219,345,000.
12/31/2020	From JAN 01 2021 to MAR 31 2021 sales $2,193,068,000; cost of goods sold $1,861,594,000. Gross profit $331,474,000; operating expenses $264,450,000. Operating income $67,024,000; other expenses $10,357,000; net income before taxes $56,667,000; Federal income tax $13,499,000. Net income $43,168,000.

Financial Ratios

Source: Edgar | Currency: All figures shown in USD unless otherwise stated

BALANCE SHEET

Solvency Ratios	Fiscal Consolidated 12/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019
Current Ratio	1.42	1.43	1.62
Quick Ratio	1.21	1.26	1.39
Current Liabilities to Net Worth (%)	166.66	165.93	162.33

Total Liabilities/Net Worth (%)	210.69	221.11	260.09
Current Liabilities to Inventory (%)	766.61	1,199.82	987
Fixed Assets to Net Worth (%)	11.68	10.88	11.28
Cash Ratio	0.04	0.06	0.06

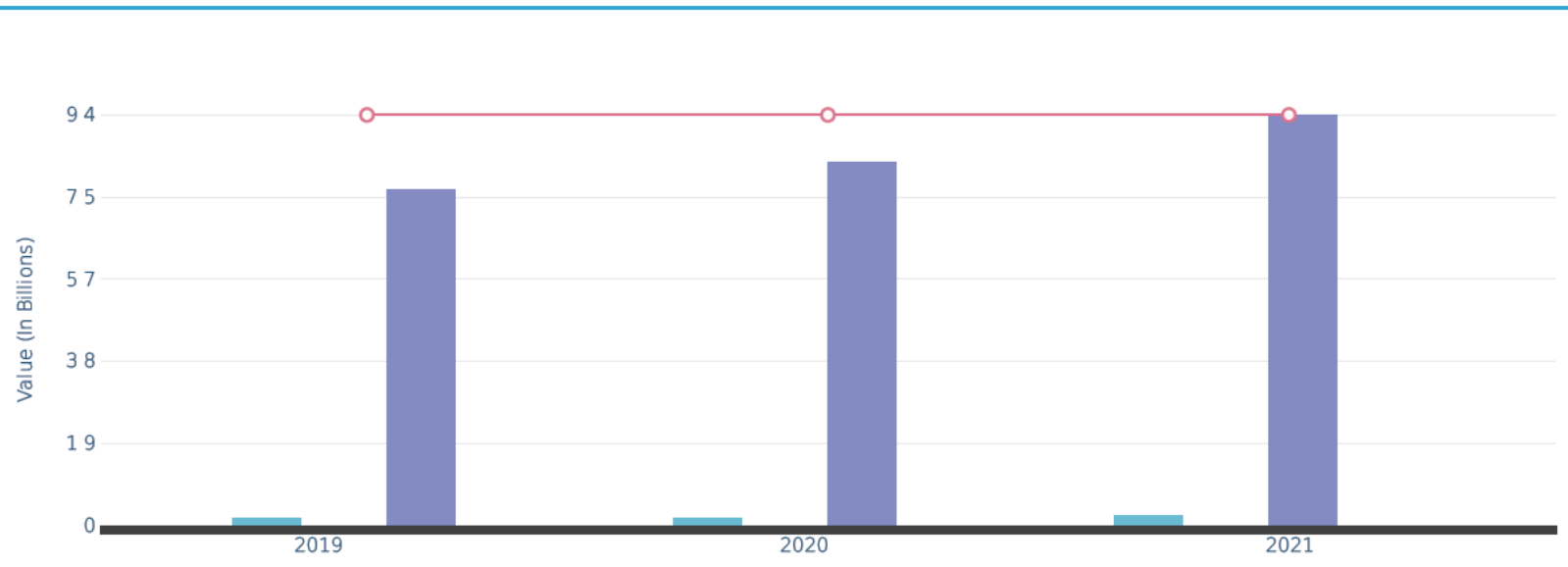
Efficiency Ratios	Fiscal Consolidated 12/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019
Accounts Payable to Sales Ratio	0.27	0.27	0.24
Sales to Working Capital Ratio	8.96	8.79	6.64
Sales To Inventory (%)	2,875.98	4,492.64	4,051.29
Assets/Sales	49.69	51.68	54.04
ROCE (%)	15.32	12.96	10.47

Profitability Ratios	Fiscal Consolidated 12/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019
Return On Net Worth (%)	14.53	12.86	13.74
Return on Assets (%)	4.68	4	3.82
Return on Sales (%)	3.53	3.24	3.11
Gross Profit Margin (%)	15.34	15.59	14.72
Operating Margin (%)	3.52	3.26	3.11
Pre-Tax Profit Margin (%)	3.1	2.74	2.74
Profit Margin (%)	2.32	2.07	2.06
Pre-Tax Return on Equity (%)	19.38	17.02	18.25
After Tax Return on Equity (%)	14.53	12.86	13.74
Operating Income to Interest Ratio	8.2	6.53	8.45

Leverage Ratios	Fiscal Consolidated 12/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019
EBITDA to EBIT Ratio	1.22	1.3	1.22
Debt to Income Ratio	14.5	17.19	18.93
Debt to Equity Ratio	2.11	2.21	2.6
Equity Ratio (%)	32.19	31.14	27.77
Interest Coverage Ratio	8.22	6.49	8.43
Interest Coverage to EBITDA Ratio	10.01	8.46	10.29

Income Statement

Source: Edgar | Currency: All figures shown in USD unless otherwise stated



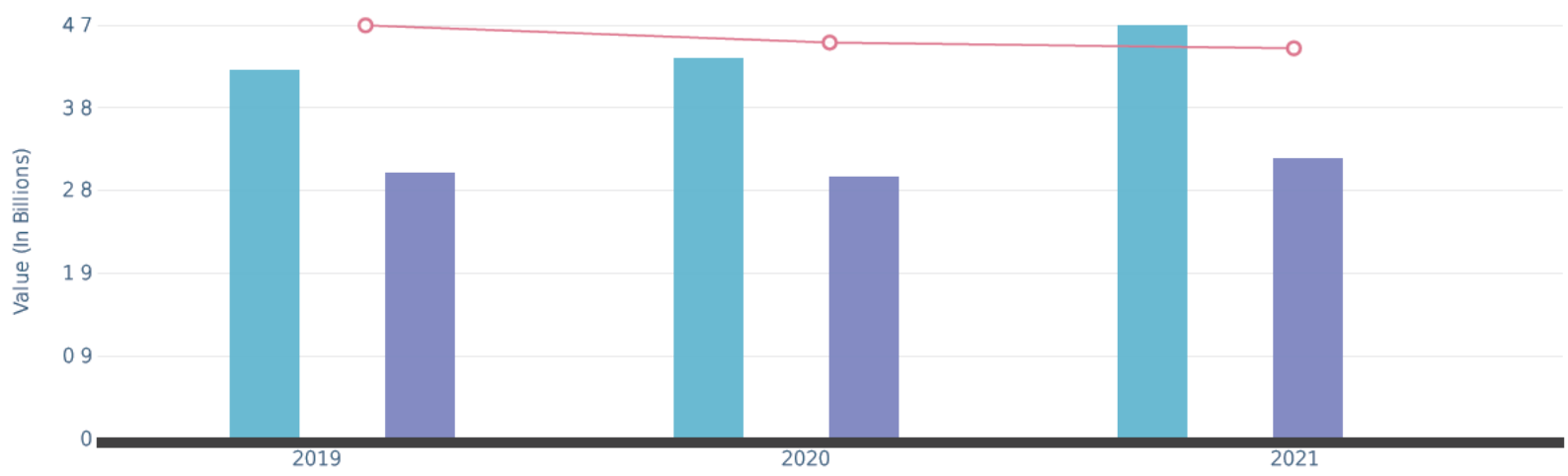
	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Last 3 years
Sales (Revenue)	9,436,113,000	8,340,579,000	7,731,190,000	
Cost of Revenue	7,988,556,000	7,040,637,000	6,593,092,000	
Gross Profit	1,447,557,000	1,299,942,000	1,138,098,000	
Sales and General Admin	1,117,130,000	1,013,765,000	880,737,000	
Research and Development Expense	-	-	-	-
Non-Recurring Expenses	(1,634,000)	14,602,000	16,767,000	
Other Operating Items	-	-	-	-

Operating Income	332,061,000	271,575,000	240,594,000	
Net Total Other Income and Expenses	1,012,000	(1,529,000)	(400,000)	
Earnings Before Interest and Taxes	333,073,000	270,046,000	240,194,000	
Interest Expense	40,516,000	41,594,000	28,478,000	
Earnings Before Tax	292,557,000	228,452,000	211,716,000	
Income Tax Expense	73,212,000	55,812,000	52,309,000	
Equity Earnings or Loss	-	-	-	-
Minority Interest Expense	-	-	-	-
Net Income from Continuing Operations	219,345,000	172,640,000	159,407,000	
Discontinued Operations	-	-	-	-
Effect of Accounting Changes	-	-	-	-
Extraordinary Items	-	-	-	-
Net Income	219,345,000	172,640,000	159,407,000	
Preferred Stocks & Other Adjustments	-	-	-	-
Net Income Applicable to Common Shares	219,345,000	172,640,000	159,407,000	

Balance Sheet

Source: Edgar | Currency: All figures shown in USD unless otherwise stated

FINANCIAL STATEMENT COMPARISON



Assets	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Trends
Cash and Cash Equivalents	103,840,000	128,313,000	114,668,000	
Short Term Investments	-	-	-	-
Net Trade Receivables	2,936,732,000	2,685,448,000	2,511,383,000	
Inventory	328,101,000	185,650,000	190,833,000	
Other Current Assets	199,638,000	177,039,000	231,148,000	
Total Current Assets	3,568,311,000	3,176,450,000	3,048,032,000	
Fixed Assets	176,263,000	146,016,000	130,907,000	
Long Term Investments	-	-	-	-
Deferred Long Term Asset Charges	-	-	-	-
Other Assets	301,372,000	311,983,000	305,507,000	
Goodwill	428,346,000	429,368,000	415,149,000	
Total Assets	4,689,080,000	4,310,732,000	4,178,179,000	
Accumulated Amortization	-	-	-	-
Intangible Assets	214,788,000	246,915,000	278,584,000	

Liabilites	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Trends
Accounts Payable	2,515,221,000	2,226,359,000	1,881,837,000	
Short Term and Current Long Term Debt	36,000	1,105,000	1,691,000	
Other Current Liabilities	-	-	-	-
Total Current Liabilities	2,515,257,000	2,227,464,000	1,883,528,000	
Long Term Debt	361,570,000	437,581,000	857,673,000	
Deferred Long Term Liability	47,073,000	33,209,000	44,633,000	

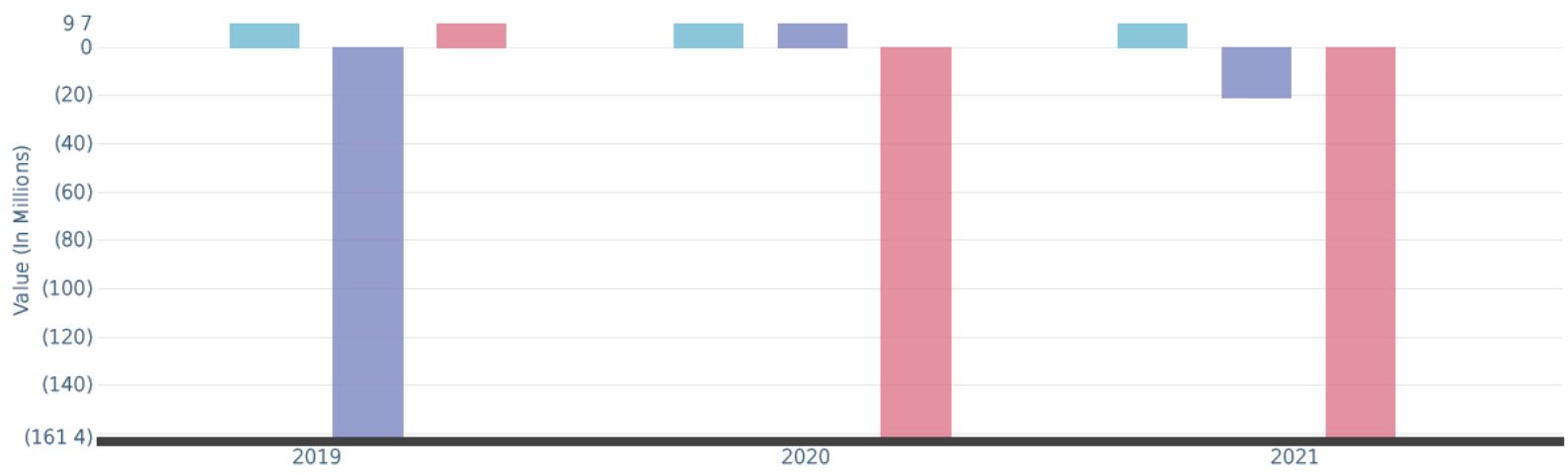
Charges				
Negative Goodwill	-	-	-	-
Minority Interest	-	-	-	-
Other Liabilities	255,953,000	270,049,000	232,027,000	
Misc Stocks, Options & Warrants	-	-	-	-
Total Liabilities	3,179,853,000	2,968,303,000	3,017,861,000	

Shareholder's Equity	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Trends
Preferred Stocks	0	0	0	-
Common Stocks	349,000	351,000	353,000	
Retained Earnings	1,167,690,000	993,245,000	841,097,000	
Treasury Stocks	-	-	-	-
Capital Surplus	368,282,000	364,288,000	357,032,000	
Other Equity	(27,094,000)	(15,455,000)	(38,164,000)	
Total Equity	1,509,227,000	1,342,429,000	1,160,318,000	

Cash Flow

Source: Edgar | Currency: All figures shown in USD unless otherwise stated

CASH FLOW



	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Last 3 years
Depreciation	72,296,000	81,777,000	52,861,000	
Net Income Adjustments	34,662,000	20,916,000	33,402,000	
Changes in Liabilities	293,458,000	204,452,000	118,978,000	
Changes in Accounts Receivables	289,009,000	132,599,000	118,971,000	
Changes in Inventories	148,941,000	(1,029,000)	(11,944,000)	
Changes in Other Operating Activities	18,100,000	(7,367,000)	129,745,000	
Net Cash Flows - Operating Activities	163,711,000	355,582,000	127,876,000	
Capital Expenditures	52,079,000	24,184,000	69,086,000	
Investments	-	-	-	-
Other Cash Flows from Investing Activities	31,005,000	33,890,000	(664,287,000)	
Net Cash Flows - Investing Activities	(21,074,000)	9,706,000	(733,373,000)	
Dividends Paid	-	-	-	-
Sale and Purchase of Stock	(50,000,000)	(25,000,000)	6,541,000	
Net Borrowings	(87,000,000)	(431,384,000)	697,221,000	
Other Cash Flows from Financing Activities	(10,030,000)	(8,661,000)	(9,396,000)	
Net Cash Flows - Financing Activities	(161,385,000)	(361,791,000)	577,587,000	
Effect of Exchange Rate	(5,857,000)	10,788,000	(86,000)	
Change in Cash and Cash Equivalents	(24,605,000)	14,285,000	(27,996,000)	

Company Profile

COMPANY OVERVIEW

D-U-N-S
87-638-3589

Legal Form
Corporation (US)

History Record
Clear

Date Incorporated
06/04/1991

Business Commenced On
1988

State of Incorporation
DELAWARE

Ownership
Public: NSIT(NGS)

Mailing Address
UNITED STATES

Telephone
+1 (480) 333-3000

Website
www.insight.com

Present Control Succeeded
1988

SIC
73790200

NAICS
541512

Annual Sales
US$ 9,436,113,000

Net Worth
US$ 1,509,227,000

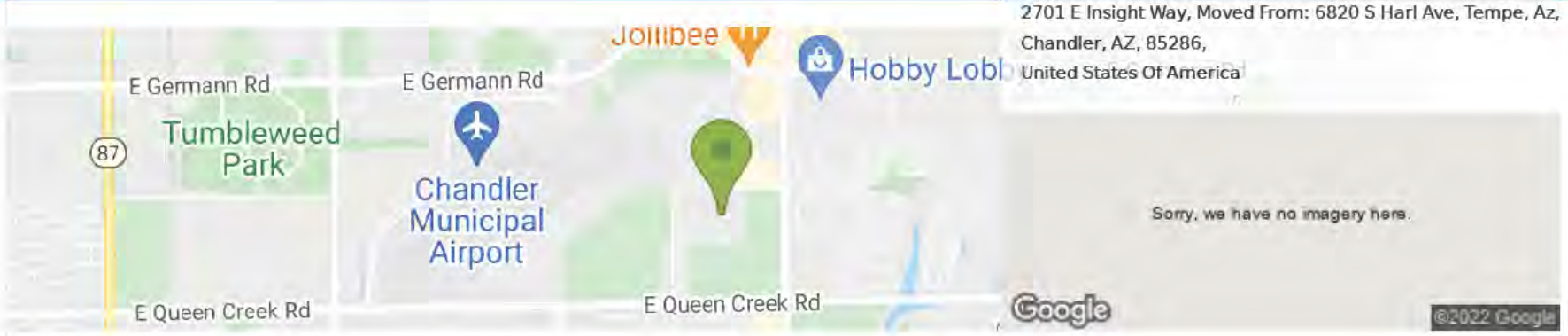
Employees
11,006

Age (Year Started)
34 Years(1988)

Named Principal
Kenneth T Lamneck, PRES-CEO

Line of Business
Computer related services

Street Address:
2701 E Insight Way, Moved From: 6820 S Harl Ave, Tempe, Az,
Chandler, AZ, 85286,
United States Of America



BUSINESS REGISTRATION

Corporate and business registrations reported by the secretary of state or other official source as of: 2012-04-21
This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

Registered Name	INSIGHT ENTERPRISES, INC.
Corporation Type	Corporation (US)
State of Incorporation	DELAWARE
Date Incorporated	06/04/1991
Registration ID	2264818
Registration Status	STATUS NOT AVAILABLE
Filing Date	06/04/1991
Where Filed	SECRETARY OF STATE/CORPORATIONS DIVISION

Registered Agent

Name	CORPORATION SERVICE COMPANY
Address	2711 CENTERVILLE ROAD SUITE 400, WILMINGTON, DE, 198080000

PRINCIPALS

Officers

KENNETH T LAMNECK, PRES-CEO+
TIMOTHY A CROWN, NON EXEC CHB+
GLYNIS A BRYAN, CFO
RACHAEL BERTRANDT, CAO-GLOBAL CORP CONTRL
SAMUEL C COWLEY, SR V PRES-GENERAL COUNSEL-SEC
SUMANA NALLAPATI, CIO

Directors

DIRECTOR(S): The officers identified by (+) and Richard E Allen, Bruce W Armstrong, Linda M Breard, Catherine Courage, Anthony A Ibarguen, Kathleen S Pushor, Girish Rishi and Alexander L Baum.

COMPANY EVENTS

The following information was reported on: 04/11/2022

The Delaware Secretary of State's business registrations file showed that Insight Enterprises, Inc. was registered as a Corporation on June 4, 1991, under the file registration number 2264818.

Business started 1988.

The company (Insight) began operations in Arizona in 1988, incorporated in Delaware in 1991 and completed its initial public offering (IPO) in 1995. The company was formerly known as Insight Distribution Network, Inc.

The company's common stock is traded on The NASDAQ Global Select Market under the symbol "NSIT". As of February 12, 2021, there were 46 stockholders of record. As of March 15, 2021, those shareholders identified by the company as beneficially owning 5% or more of the outstanding shares were: BlackRock, Inc. (16.50%); FMR LLC (15.00%); The Vanguard Group (10.63%); and Dimensional Fund Advisors LP (7.30%). As of the same date, officers and directors as a group beneficially owns 1.94% of the outstanding shares.

RECENT EVENT.

On August 30, 2019, the company completed its acquisition of PCM, Inc. acquiring 100% of the issued and outstanding shares of PCM for a cash purchase price of $745,562,000, which included cash and cash equivalents acquired of $84,637,000 and the payment of PCM's outstanding debt.

KENNETH T LAMNECK. Director since 2010. He was appointed President and CEO of the company effective January 2010.

TIMOTHY A CROWN. Director since 1994. He assumed the position of Non-Executive Chair of the Board in November 2004. He is a co-founder of the company.

GLYNIS A BRYAN. She joined the company in December 2007 as the company's CFO.

JEFFERY SHUMWAY. He served as the company's Chief Information Officer (CIO). He joined the company September 2005 as a consulting information systems analyst. He held various positions of increasing responsibility at the company including Vice President of Application Development from August 2010 to September 2017 and Senior Vice President of Global IT Operations from October 2017 until May 2019, when he was promoted to Global CIO.

RACHAEL A BERTRANDT CRUMP. She joined Insight in December 2016 as Vice President of Finance, Controller - North America and was appointed Principal Accounting Officer (CAO) and Global Corporate Controller in September 2018. She is a CPA. Prior to joining Insight, she served as the Senior Director Controller, Global Accounting at Amkor Technology, Inc. from 2006 to 2016.

SAMUEL C COWLEY. He joined the company in June 2016 as Senior Vice President and General Counsel. Prior to joining Insight, he served as General Counsel and Vice President, Business Development of Prestige Brands Holdings, Inc. from February 2012 to June 2016. He previously served as Executive Vice President, Business Development and General Counsel of Matrixx Initiatives, Inc. and Executive Vice President and General Counsel of Swift Transportation Co., Inc.

RICHARD E ALLEN. Director since 2012. He served at J.D. Edwards & Company from 1985 to 2004, most recently as the Executive Vice President, Finance and Administration.

BRUCE W ARMSTRONG. Director since 2016. Since 2015, he has served as an Operating Partner at Khosla Ventures.

LINDA M BREARD. Director since 2018. She is a CPA. From February 2017 to July 2017, she served as the Executive Vice President and CFO of Kaiser Foundation Health Plan of Washington.

CATHERINE COURAGE. Director since 2016. Since October 2016, she has served as the Vice President of Experience for Ads and Commerce at Google.

ANTHONY A IBARGUEN. Director since 2008. He has served as CEO of Quench USA, Inc., since October 2010.

KATHLEEN S PUSHOR. Director since 2005. She has operated an independent consulting practice since June 2009.

GIRISH RISHI. Director since 2017. He is CEO of Blue Yonder.

ALEXANDER L BAUM. Antecedents are unknown.

SUMANA NALLAPATI. Antecedents are unknown.

ANNOUNCED BUSINESS MOVE: On November 1, 2019, the company completed the purchase of real estate in Chandler, Arizona for approximately $48,000,000 that it intends to use as its global corporate headquarters. The property contains a building and some infrastructure in place that the company expects will be ready for its use in 2022.

Business address has changed from 6820 S Harl Ave, Tempe, AZ, 85283 to 2701 E Insight Way, Chandler, AZ, 85286.

BUSINESS ACTIVITIES AND EMPLOYEES

The following information was reported on: 04/11/2022

Business Information

Trade Names	INSIGHT
Description	The company provides information technology hardware, software, and services solutions. It provides solutions to gain insights to network enabled devices, and spots patterns and trends through mass analysis; custom applications to help clients create disruption; custom-developed mobile, cloud, and IoT applications; and custom-developed solutions to help clients review actionable insights within their data, including artificial intelligence for prediction, optimization, cognitive, and vision services. The company also offers various services, such as hybrid cloud, migration and consolidation, workload-platform alignment, converged/hyper converged solutions, and software-defined data center; data platform modernization services; integrated network and security solutions; and consulting, professional, managed, and support services. In addition, it sources, procures, stages, configures, integrates, tests, refurbishes, and redeploys IT products spanning endpoints to infrastructure; and offers software life cycle, and hardware warranty and software maintenance services. Further, the company provides desktop, notebook, tablet, and mobile devices coupled with cloud-based productivity solutions; workplace services, including virtual technical support, remote service desk and automated self-service solutions; and procures, stages, provides, manages, and disposes hardware assets. Additionally, it sells hardware and software products. Terms are cash and Net 30 days. Sells to commercial concerns. Territory : International.
Employees	11,006 which includes officer(s). Undetermined employed here.

Business Information

Financing Status	Secured
Financial Condition	Fair
Seasonality	The company experience some seasonal trends in its sales of IT hardware, software and services. For example: software sales are typically higher in the company's second and fourth quarters, particularly the second quarter. Business clients, particularly larger enterprise businesses in the United States, tend to spend more in the company's fourth quarter and less in the first quarter; sales to the federal government in the United States are often stronger in the company's third quarter, while sales in the state and local government and education markets are stronger in the company's second quarter. Sales to public sector clients in the United Kingdom are often stronger in the company's first quarter. These trends create overall seasonality in its consolidated results such that sales and profitability are expected to be higher in the second and fourth quarters of the year.
Facilities	Occupies premises in a building.

Related Concerns

SIC/NAICS Information

Industry Code	Description	Percentage of Business
7379	Computer related services	-
73790200	Computer related consulting services	-
50650202	Electronic tubes: receiving and transmitting, or industrial	-
50650200	Communication equipment	-
50450100	Computer peripheral equipment	-

NAICS Codes	NAICS Description
541512	Computer Systems Design Services
423690	Other Electronic Parts and Equipment Merchant Wholesalers
423690	Other Electronic Parts and Equipment Merchant Wholesalers
423430	Computer and Computer Peripheral Equipment and Software Merchant Wholesalers

GOVERNMENT ACTIVITY

Activity Summary

Borrower(Dir/Guar)	No
Administrative Debt	No
Contractor	No
Grantee	No
Party excluded from federal program(s)	No

Your Information

Record additional information about this company to supplement the D&B information.

> Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

In Folders: View

Account Number	Endorsement/Billing Reference *	Sales Representatives
	robert.yellowhair@insight.com	
Credit Limit	**Total Outstanding**	
0	0	

Last Login : 04/26/2022 07:07:01 AM

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OMNIA Partners, Public Sector Cooperative Purchasing Organization

Insight PUBLIC SECTOR

Appendix E - Marketing Collateral



Why Insight and OMNIA Partners?

At Insight Public Sector, we define, architect, implement and manage Insight Intelligent Technology Solutions™ that help your organization run smarter. Our strong supply chain optimization and workplace solutions combined with our data center transformation expertise and modernized applications keep business running, foster flexible work environments and put you at the forefront of innovation.

- Exclusive access to low pricing through the public sector contracts
- Experienced IT specialists ready to help
- Strong client relationships that support your entire IT lifecycle
- Customized solutions that drive efficiency and reduce costs
- Flexible, convenient ways to manage technology through leasing

Official contract:

Technology Products, Services, Solutions, and Related Products and Services

Contract number:

4400006644

Start date:

May 1, 2016

Current end date:

April 30, 2023

Competitively solicited through Fairfax County, VA (Lead Public Agency)

How our OMNIA Partners contract helps your organization

As a contract holder in the OMNIA Partners (formerly U.S. Communities) portfolio, Insight is uniquely positioned to sell both technology products and IT services, including solutions from Apple, Cisco, Citrix, Commvalut, Dell EMC, Hewlett Packard Enterprise, HP Inc., Microsoft, Lenovo, NetApp, Panasonic, Symantec, Veritas and VMware.

By taking advantage of our competitively solicited contract for Technology Products, Services, Solutions, and Related Products and Services available through OMNIA Partners, you're assured our best available price on our full portfolio of products and solutions.

- Save time and money with no user fees or comparison shopping.
- Eliminate duplicated efforts by countless agencies.
- Leverage economies of scale with no minimum purchase requirements.

Insight Public Sector: The perfect partner for government

Modern Work-place	Intelligent Edge	Modern Apps	Data and AI	Modern Infrastructure	Cybersecurity
Modern endpoint provisioning & management	Artificial intelligence	Align business with defined framework	AI-enhanced workflow management	Automation management	Carrier and connectivity services
Product Lifecycle services	Internet of Things (IoT)	Agile development cycle	Automate repetitive work	As a Service and Storage	Community wireless broadband
End user support	Insight Connected Platform	Optimize operations	Onboard data	Converged and Hyperconverged infrastructure (CI/HCI)	Digital architecture acceleration program
Adoption & employee experience	Computer vision		Reduce waste with real-time analytics	Hybrid Cloud	Software-defined data center
UCaaS & CCaaS				Platform migration and consolidation	Selling security toolkit

About OMNIA Partners

OMNIA Partners, Public Sector, is the nation's largest and most experienced cooperative purchasing organization dedicated to public sector procurement. Its immense purchasing power and world-class suppliers have produced a comprehensive portfolio of cooperative contracts and partnerships, making OMNIA Partners the most valued and trusted resource for organizations nationwide.

Through the economies of scale created by OMNIA Partners, participants now have access to an extensive portfolio of competitively solicited and publicly awarded agreements. The lead agency contracting process continues to be the foundation on which the organization is founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education and K–12 education organizations, as well as nonprofits.

For more information, visit omniapartners.com/publicsector.

About Insight Public Sector

Insight Public Sector is proud to have served public entities for more than 20 years. We offer hardware and software from the world's leading manufacturers and publishers, in addition to advanced IT services and solutions.

Our mission is simple: to assist state, local and federal government agencies, educational institutions, public safety entities and nonprofit organizations in leveraging technology to cost-effectively deliver on their mission to the public.

To learn more ways Insight can help you deliver on your mission to the public, contact us at 800.546.0578 or omnia@insight.com. You can also visit IPS.insight.com/omnia.

Insight PUBLIC SECTOR | Cloud + Data Center Transformation



Case Study

U.S. County Brings Free Public Wi-Fi to More Than 30,000+ Rural, Low-Income Students and Workers

The client

A county government in a Southern U.S. state was facing extreme pressure to complete a Wi–Fi project by Dec. 31, 2020 (the deadline for CARES Act Funds spending). The county shortened the procurement cycle by avoiding a full RFP, and instead, they leveraged Insight Public Sector's existing OMNIA Partners contract — saving an estimated four weeks of time.

The challenge: Narrowing the digital divide at a critical time

As the COVID-19 pandemic has swept through the country, various regions and demographics have been hit harder than others. The county had received critical funding as a part of federal government aid and needed to apply these funds strategically to navigate its most pressing challenges.

Each city within the county had claimed its portion of the federal aid to support its citizens; however, residents located outside of city limits had a different set of challenges. Unlike city dwellers, the county's rural population lacked internet access and is generally living on the less privileged side of the so-called digital divide.

As a result of the pandemic and social distancing guidelines, the county needed to embrace both remote work and distance education. But without proper internet access at home, launching these initiatives proved to be a daunting challenge.

Industry:

Government

Insight provided:

- Multilayered network design
- Planning and deployment of a reliable wireless network
- Electrical remediation services and tower construction
- Ongoing network monitoring and maintenance
- Professional services

Three layer network approach:

1. Fiber and wireless pointto-point (PTP) equipment connects base stations
2. Wireless Point-to-MultiPoint (PTMP) extends connectivity to the street level.
3. Wi-Fi mesh nodes with rooftop mesh access points (RAPs) and mesh access points (MAPs) extend to the client level.

The solution: A multiphased approach and multilayered network with ongoing expert support

The county requested Insight propose a solution for strategy, design and deployment of a free public internet access Wi-Fi network across several precincts. The Insight Cloud + Data Center Transformation (CDCT) team, in collaboration with SmartWAVE, was selected to help the county with this large-scale and time-sensitive project.

As of August 2020, the Insight services team is in the process of multiphased project delivery planned to occur over a couple of months. This includes planning, design, electrical remediation, and tower construction and installation. Each phase addresses the core and access network and wireless network, including radio frequency (RF) analysis and field site surveying. The new multivendor network is comprised of Cisco, Palo Alto Networks and Ruckus® wireless mesh.

Our team is also providing the county with three years of ongoing support services to respond to issues as they arise and maintain the network for peak performance. This includes monitoring, data analytics, optimization, software updates and engineering support.

The result: Broad, free internet access to support education and remote work

Through working with Insight and SmartWAVE, the county can provide free public Wi-Fi internet access to more than 30,000 students and teleworkers. The network design has built-in safety and compliance features to ensure user and business data and privacy are protected.

Our three-layer network design leveraged as much existing infrastructure as possible — water tanks, light and telephone poles — to expedite services delivery and control costs. Insight's engineering services will help the county continue to deliver reliable, secure internet access to residents in need for years to come.

About Insight Public Sector

At Insight Public Sector, we help organizations of all sizes navigate complex challenges through our four key solution areas: Digital Innovation, Cloud + Data Center Transformation, Connected Workforce and Supply Chain Optimization. With deep expertise and end-to-end capabilities, we'll help you manage today's priorities and prepare for tomorrow's needs.

About OMNIA Partners

OMNIA Partners is a leading group purchasing organization (GPO) in procurement and supply chain management. Comprised of four subsidiaries: Corporate United, Prime Advantage, National IPA and U.S. Communities, OMNIA Partners serves over 35 industries in both the private and public sector.

Benefits:

Free public Wi-Fi access to
30,000+
students and remote workers

Secure, wireless network design

Cost-effective solution leveraging existing infrastructure

Eliminates aspects of the growing digital divide at an important time

Well-maintained and optimized network through an expert support team

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Insight. PUBLIC SECTOR | Cloud + Data Center Transformation

OMNIA PARTNERS

IPS.insight.com

BID SUBMITTAL FORM

SUBMIT BID/PROPOSAL TO:
Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060

BID/PROJECT NUMBER: 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

DELIVERY DEADLINE: OCTOBER 13, 2022 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

Bid Opening Date: October 13, 2022 @ 2:00 P.M. in the Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, Georgia, 30060.

BUSINESS NAME AND ADDRESS INFORMATION:

Company name: Insight Public Sector, Inc.

Contact name: Erica Falchetti

Company address: 13755 Sunrise Valley Drive, Suite #750, Herndon, VA 20171

E-mail address: Erica.Falchetti@Insight.com

Phone number: 480.333.3071 **Fax number:** 480.760.9488

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

Lisanne Steinheiser — Global Compliance Officer
(PLEASE PRINT/TYPE) NAME — TITLE

SIGNATURE OF OFFICER ABOVE: _____
(SIGNATURE)

TELEPHONE: 480.333.3012 FAX: 480.760.9488

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: Not Applicable

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE (UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)
Will be communicated to end user at time of order placement.

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number **23-6692**; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178),** by the undersigned bidder. This offer shall remain open for acceptance for a period of 90 calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

Cobb County...Expect the Best!

REQUEST FOR PROPOSALS

Sealed Bid # 23-6692
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Bid Opening Date: October 13, 2022

Pre-Proposal Meeting via WebEx: September 14, 2022 at 3:00 PM Eastern
Join from meeting link
https://cobbcounty.webex.com/cobbcounty/j.php?MTID=m6334e0c9e0f46364cc2157383bc375a6
Meeting number (access code): 2317 292 4027
Meeting password: fxZKmmi3p93
Join by phone
+1-415-655-0004 US Toll

Proposals Are Received in the Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060

Before 12:00 (Noon) By the Bid Opening Date

Proposal Will Be Opened in the Cobb County Purchasing Department at 2:00 pm
122 Waddell Street NE
Marietta, GA 30060

VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL, TWO (2) COPIES & TEN (10) FLASH DRIVES OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)

NAME: Insight Public Sector, Inc.

ADDRESS: 13755 Sunrise Valley Drive, Suite #750, Herndon, VA 20171

REPRESENTATIVE: Erica Falchetti

PHONE: 480.333.3071 FAX: 480-760.9488

E-MAIL Erica.Falchetti@Insight.com

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.

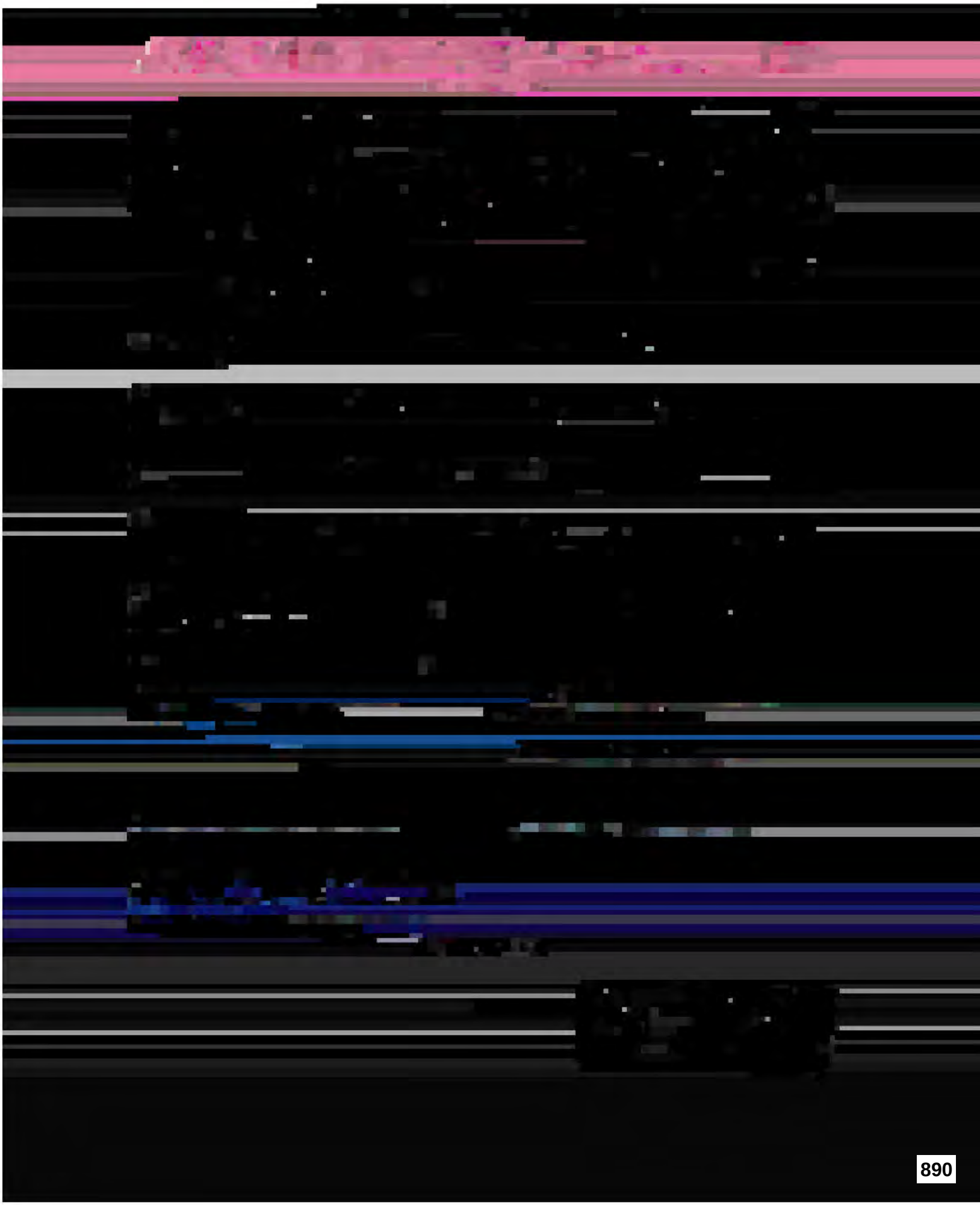


Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—
Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of

Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) 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 CFR Part 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 CFR Part 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.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) 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 CFR Part 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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §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 CFR Part 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires 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)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 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 Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any

federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

Pursuant to Federal Rule (l) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

Unless Supplier is exempt *(See FAR 25.103)*, when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used *(see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details).*

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Insight Public Sector, Inc.

Address, City, State, and Zip Code: 13755 Sunrise Valley Drive, Suite #750, Herndon, VA 20171

Phone Number: 480.333.3012 Fax Number: 480.760.9488

Printed Name and Title of Authorized Representative: Lisanne Steinheiser, Global Compliance Officer

Email Address: Lisanne.Steinheiser@Insight.com

Signature of Authorized Representative: _____ Date: October 10, 2022

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 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 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 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. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or

purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant

Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. 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.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. Part 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 Copeland Anti- Kickback 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 FEMA.

iii. 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 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are 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.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). 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 FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of

intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity 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 non- Federal entity must comply with the requirements of 37 C.F.R. Part 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as

amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required auditservices.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of$25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also 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 Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier shall also 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 recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Insight Public Sector, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Lisanne Steinheiser, Global Compliance Officer

Name and Title of Contractor's Authorized Official

October 10, 2022

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. 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. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 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 by 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.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Insight Public Sector, Inc.

Address, City, State, and Zip Code: 13755 Sunrise Valley Drive, Suite #750, Herndon, VA 20171

Phone Number: 480.333.3012 Fax Number: 480.760.9488

Printed Name and Title of Authorized Representative: Lisanne Steinheiser, Global Compliance Officer

Email Address: Lisanne.Steinheiser@Insight.com

Signature of Authorized Representative:

Date: October 10, 2022

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Insight Public Sector, Inc.

Organization Address: 2701 E. Insight Way, Chandler, AZ 85286

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Insight Enterprises, Inc.	2701 E. Insight Way, Chandler, AZ 85286

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
https://investor.insight.com/financial-reports/sec-filings/sec-filings-details/default.aspx?FilingId=15584698	82
https://investor.insight.com/financial-reports/proxy-statements/default.aspx	31

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
N/A	

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

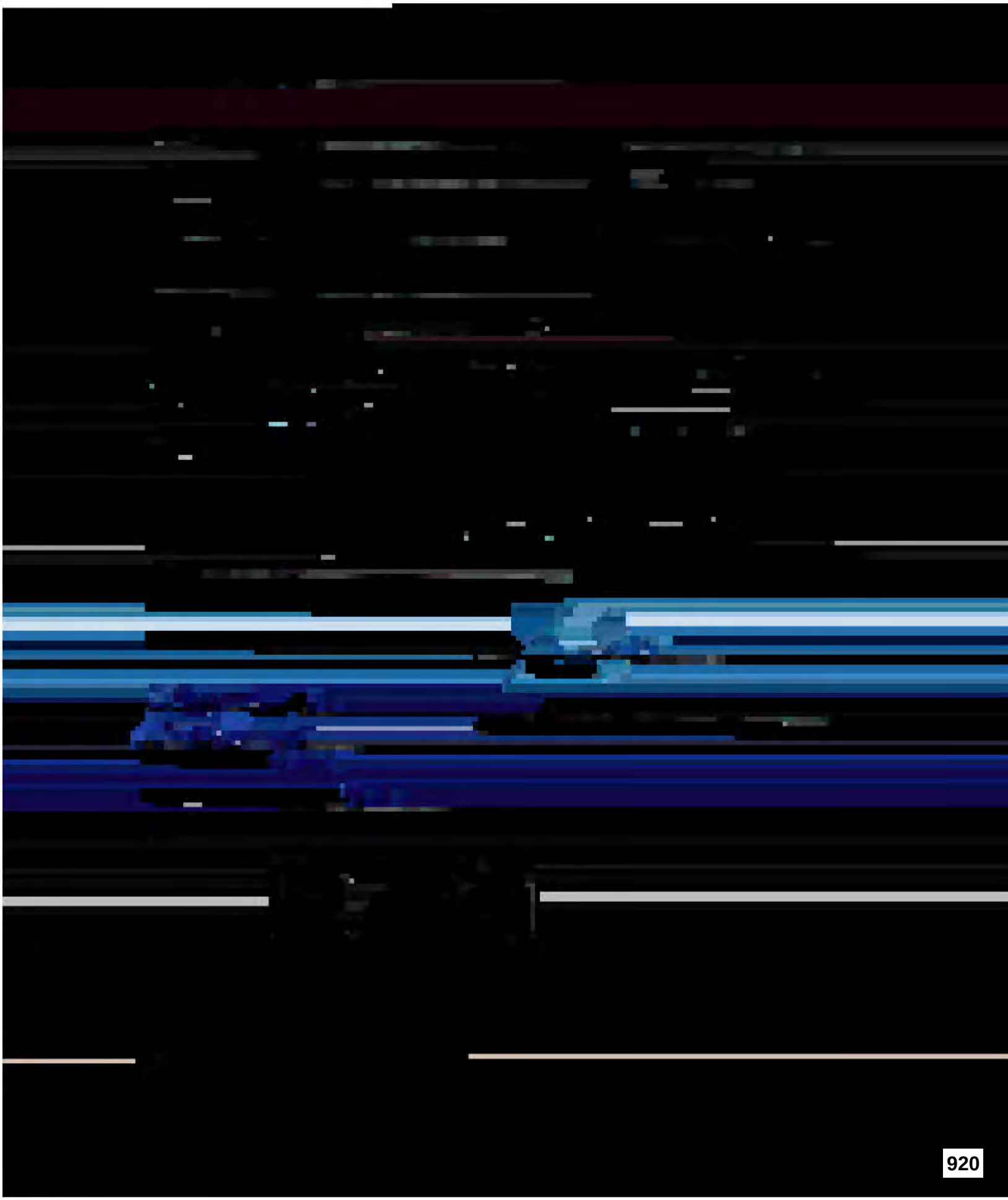
Full Name (Print):	Lisanne Steinheiser	Title:	Global Compliance Officer
Signature:		Date:	October 5, 2022

Version August 19, 2022

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.



DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Insight Public Sector, Inc.

Street: 2701 E. Insight Way

City, State, Zip Code: Chandler, AZ 85286

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein. are complete and correct to the best of my knowledge and belief.

10/5/2022
Date

Global Compliance Officer
Authorized Signature and Title

Version August 19, 2022

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Insight Public Sector, Inc.		
Address:	2701 E. Insight Way		
City:	Chandler	State: AZ	Zip: 85286

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature | Lisanne Steinheiser (Printed Name) | Global Compliance Officer (Title)

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
None			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

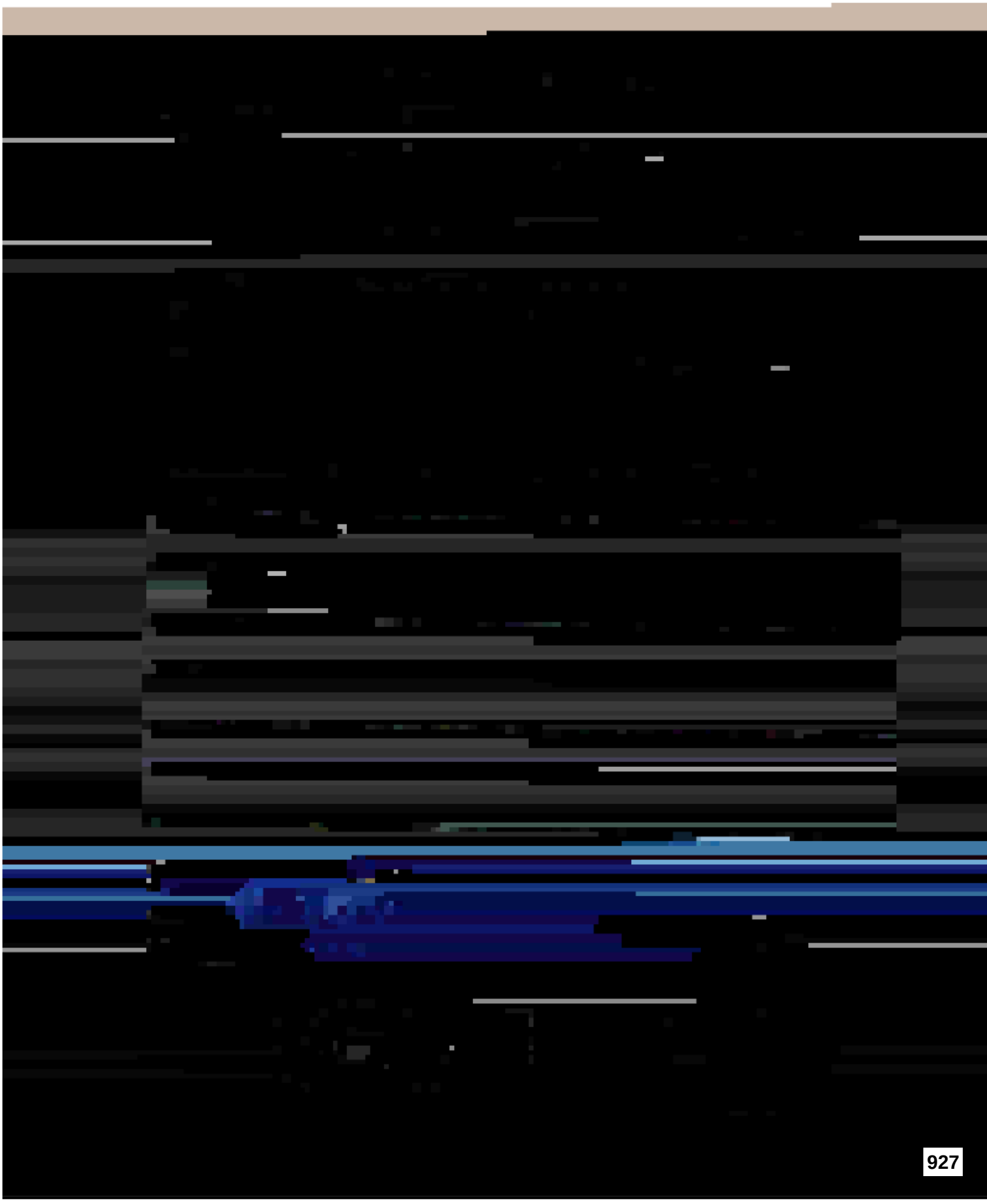
County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.



DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: 23-6692

VENDOR NAME: Insight Public Sector, Inc.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☑ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____

Duration of Engagement _____
Anticipated Cessation Date _____
**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature _____ Date 10/05/2022

Lisanne Steinheiser, Global Compliance Officer
Print Name and Title

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	INSIGHT PUBLIC SECTOR, INC.
Trade Name:	INSIGHT PUBLIC SECTOR, INC.
Address:	6820 S. HARL AVE. TEMPE, AZ 85283
Certificate Number:	1002602
Effective Date:	July 15, 2003
Date of Issuance:	October 04, 2022

For Office Use Only:

20221004125800006

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Lisanne Steinheiser Title: Global Compliance Officer

Signature: Date: October 5, 2022



DOC #9
MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 23-6692 **VENDOR/BIDDER:** Insight Public Sector, Inc.

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

[X] The Vendor/Bidder has no business operations in Northern Ireland; or

OR

[ ] The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature October 5, 2022
Date

Lisanne Steinheiser, Global Compliance Officer
Print Name and Title

Version August 19, 2022

COBB COUNTY
Purchasing Department

122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 1

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: September 19, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Minutes, Questions and Clarifications from Pre-Proposal Meeting held via Webex on September 14, 2022**
- **Sign-In Sheet(s) from Pre-Proposal Meeting**
- **Questions Submitted in Writing**
- **Attachment - Financial Ratio Evaluation Excel Spreadsheet**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Insight Public Sector, Inc.
Company Name

October 4, 2022
Date

Signature

Lisanne Steinheiser, Global Compliance Officer
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

COBB COUNTY
Purchasing Department
122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 2

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: September 30, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Questions Submitted in Writing**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Insight Public Sector, Inc.
Company Name

October 4, 2022
Date

Signature

Lisanne Steinheiser, Global Compliance Officer
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

COBB COUNTY
Purchasing Department

122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 3

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: October 5, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Questions Submitted in Writing**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Insight Public Sector, Inc.
Company Name

October 5, 2022
Date

Signature

Lisanne Steinheiser, Global Compliance Officer
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

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

File #: ETS-R-0072-24 **Agenda Date:** 10/9/2024 **Agenda #:** 7.E.5.

AWARDING RESOLUTION TO MONDAY.COM PO 924034 FOR A TWO (2) YEAR SUBSCRIPTION OF A PROJECT MANAGEMENT TOOL FOR THIRTY (30) USERS (TOTAL AMOUNT: $26,582.40)

WHEREAS, the DuPage County Emergency Telephone System Board ("DU PAGE ETSB") is an emergency telephone system board, established pursuant to Section 15.4 of the Local Government Emergency Telephone System Act, 50 ILCS 750/15.4 ("Act"); and

WHEREAS, the DU PAGE ETSB is authorized and empowered, pursuant to Section 15.4 (b) of the Act to plan, implement, upgrade, and maintain an Emergency 9-1-1 System for citizens of the County of DuPage and portions of Cook, Kane and Will counties; and

WHEREAS, the DU PAGE ETSB is authorized by law and local ordinance to make disbursements from the 9-1-1 surcharge funds it receives pursuant to law for costs related to products and services necessary for the implementation, upgrade and maintenance of the emergency telephone system; and

WHEREAS, an agreement has been negotiated in accordance with the DU PAGE ETSB by ordinance; and

WHEREAS, the 9-1-1 System Coordinator recommends DU PAGE ETS Board approval of Procurement Purchase Order Requisition 924034 to Monday.com for a two (2) year subscription of a project management tool for thirty (30) users. The subscription period will run from December 2, 2024 through December 1, 2026. The purchase amount is $26,582.40.

NOW, THEREFORE BE IT RESOLVED, that DU PAGE ETSB Requisition 924034, dated September 16, 2024, covering said, project management Enterprise subscription, be, and is hereby approved by the DU PAGE ETSB to Monday.com, Menachem Begin 52, Tel Aviv 6713701 Israel, for a total amount of $26,582.40.

Enacted and approved this 9th day of October, 2024 at Wheaton, Illinois.

_____

GREG SCHWARZE, CHAIR

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $26,582.40
COMMITTEE: ETSB	TARGET COMMITTEE DATE: 10/09/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $26,582.40
	CURRENT TERM TOTAL COST: $26,582.40	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Monday.com	VENDOR #: 35961	DEPT: DuPage ETSB	DEPT CONTACT NAME: Eve Kraus
VENDOR CONTACT: Jackson Marvin	VENDOR CONTACT PHONE:	DEPT CONTACT PHONE #: 630-550-7743	DEPT CONTACT EMAIL: etsb911@dupagecounty.gov
VENDOR CONTACT EMAIL: jackson@monday.com	VENDOR WEBSITE: https://monday.com/	DEPT REQ #: 924034	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Request for approval of Purchase Order 924034 to Monday.com for a two (2) year subscription renewal of a project management tool for thirty (30) users at a 29% Nonprofit Organization discount. The subscription period will run from December 2, 2024 through December 1, 2026. Total amount of request: $26,582.40.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished

Monday.com is a web and mobile app platform for work management including tracking projects, deadlines, and team collaboration.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
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. Several vendors were considered before the original purchase in 2020. This is a continuation of services already configured and being utilized daily to assign and track projects, which includes ETSB, PSAP staff, and vendors, in process.
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. Approve Purchase Order 924034 to allow for the continuation of the project management tool. 2. Deny Purchase Order 924034 and not allow the procurement. Projects would have to be moved to a different platform.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific. N/A
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not. N/A
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted. N/A

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Monday.com	Vendor#: 35961	Dept: DuPage ETSB	Division:
Attn: Jackson Marvin	Email: jackson@monday.com	Attn: 9-1-1 Coordinator	Email: etsb911@dupagecounty.gov
Address: 6 Yitzhak Sadeh St.	City: Tel Aviv	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip: 6777506, Israel	State: IL	Zip: 60187
Phone: 077-3180262	Fax: 077-3180262	Phone: 630-550-7743	Fax:
Send Payments To:		*Ship to:*	
Vendor: Monday.com	Vendor#: 35961	Dept: DuPage ETSB	Division:
Attn:	Email:	Attn:	Email:
Address: 6 Yitzhak Sadeh St.	City: Tel Aviv	Address:	City:
State:	Zip: 6777506, Israel	State:	Zip:
Phone: 077-3180262	Fax: 077-3180262	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 2, 2024	Contract End Date (PO25): Dec 1, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Enterprise Seats - 30 users with a 29% Nonprofit Organization discount FY25-26	FY25	4000	5820	53807		26,582.40	26,582.40
FY is required, ensure the correct FY is selected.										Requisition Total	$ 26,582.40

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Annual subscription for 30 users, at a cost of $52.00 per user per month per Quote MO-398829.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Please return PO to ETSB to send to the vendor.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Electronic distribution - no media
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB. LMZ 9/16/24

Sales Order for Dupage County ETSB



Thanks again for the opportunity to present this proposal. Below, please find our proposed solution and its expected business impact. We have also included our recommended implementation, training and pricing plans. I look forward to hearing from you. Please let me know if you have any questions.

Sincerely,
Jackson Marvin

About monday.com
monday.com is a Work OS, where teams plan, run and track their processes, projects, and everyday work seamlessly.
Teams can shape any workflow, code-free, within minutes, automate manual work and push projects forward, while connecting distributed teams and strengthening remote collaboration.
The platform's features include: customizable workflow templates, time tracking, automations, data dashboards, and integrations with popular tools. Thousands of companies around the world connect their teams on monday.com

Trusted by 186K+ customers, across 200+ industries, from 200+ countries



monday.com

monday.com Ltd
6 Yitzhak Sadeh St., Tel-Aviv, Israel
6777506, Israel
Tel.: 077-3180262
Fax: 077-3180262
Company Number: 514744887

To: Eve Kraus
Bill-To Name: Dupage County ETSB
Tax ID: 000

Bill-To Address:
421 N. County Farm Road,
Wheaton, Illinois,60187,
United States
Sales Rep: Jackson Marvin
MO-398829

Sold-To Name: Dupage County ETSB
Sold-To Address:

421 N. County Farm Road,
Wheaton, Illinois, 60187,
United States

Order Date: Dec 2, 2024
Valid Date: Dec 2, 2024

If this Sales Order is not returned signed by Customer by Dec 2, 2024, this offer expires.

Pricing Summary

Services	Type	List Price	Quantity	Duration	Plan Period	Start Date	End Date	Discount %	Net Price
Work Management - Enterprise	Recurring	$52.00	30 Seats	24	Yearly	Dec 2, 2024	Dec 1, 2026	29%	$26,582.40
								Total List Price	$37,440.00
								Discount	29%
								Total Net Price	**$26,582.40**

Billing and Payment Terms.
Payment terms: Net 30
Unless otherwise set forth in this Sales Order, all fees hereunder shall be billed upon execution of this Sales Order.

Split Invoices Fees under this Sales Order related to items which are designated as Recurring in the Pricing Summary herein and for which Customer has purchased multiple annual subscription periods of the respective item shall be invoiced annually (i.e. the fees shall be divided into annual payments and monday.com shall invoice Customer annually upon the anniversary date of this Sales Order for such annual fees (or pro-rata portion of the annual fees if the last invoice for the subscription term is for a period less than 12 months); provided that each respective invoice is for an amount greater than $5K (or an equivalent amount if another currency is used in this Sales Order) (**"Split Invoice Threshold"**). In event that an invoice for the respective annual period of the subscription purchased hereunder would be lower than the Split Invoice Threshold, then such amount shall be added to the immediately preceding prior annual invoice which satisfies the Split Invoice Threshold. All other fees under this Sales Order (if any) will be invoiced with the first annual invoice unless otherwise set forth in this Sales Order.

If you require a purchase order number to be quoted on the invoice, please provide a copy of the applicable purchase order.
Please confirm your point of contact to which invoices should be sent (preferably, an accounts payable email address).

Taxes. This Sales Order does not reflect any applicable taxes that may arise as a result of this Sales Order. If monday.com is registered to collect and remit such applicable taxes (e.g. sales tax, VAT, etc.) monday.com will set forth such taxes in the applicable invoice related to this Sales Order. Customer hereby acknowledges and agrees that the shipping and billing information set forth in this Sales Order may be relied upon by monday.com for purposes of calculating such taxes.
*If you are exempt from paying sales tax please provide a valid tax exemption certificate.

Fees. Except as explicitly set forth under this Sales Order or the Agreement (as such term is defined below), the fees under this Sales Order are non-cancelable and non-refundable. Any discounts specified under this Sales Order are given solely for this Sales Order and unless specifically agreed in writing otherwise shall not apply for any future orders, including renewals, expansions or upgrades.

Governing Terms. This Sales Order for the monday.com services described above (**"Services"**) is issued under and shall be governed by monday.com's Terms of Service available at: https://monday.com/terms/tos (**"Terms"**) and any addendum thereto entered into by the customer identified above (**"Customer"**) and monday.com (**"Addendum"**); however, if a SaaS agreement was signed by the parties in respect of the Service (**"SaaS Agreement"**) then the engagement hereunder (including, unless expressly stated otherwise, any expansions, upgrades or subsequent renewals) shall be governed by the SaaS Agreement (the SaaS Agreement, Terms and Addendum, as applicable, shall be referred to as **"Agreement"**). This Sales Order, the applicable Agreement and any exhibits or appendices therein, constitute the entire agreement by and between monday.com and Customer in respect of the provision of the Services. Any other arrangements, either oral or in writing, in respect of the Services shall have no force or effect.

Specific Services Terms. Some Services and the provision thereof as identified in the relevant Services when enabling such Services and/or as designated on the Specific Services Terms available at: https://monday.com/l/legal/sst/ (**"Specific Services Terms"**) are subject to such Specific Services Terms which are specific to such Services, notwithstanding anything to the contrary under the Agreement.

Additional Services Terms. Services which are Additional Services and the provision of such Additional Services identified in this Sales Order (and any future purchases of Additional Services) which may include Professional Services, Consulting Services, Onboarding Services, Implementation Service, Technical Services, Premium Support Services, and/or such other additional services as identified in monday.com's Additional Services Terms available at: https://monday.com/l/legal/monday-com-additional-services-terms/ (**"Additional Services"** and **"Additional Services Terms"** respectively) shall be governed by such Additional Services Terms, notwithstanding anything to the contrary under the Agreement. Additional Services may be performed by monday.com or by a third party on its behalf, as determined by monday.com in its sole discretion, and accordingly, such third parties shall be considered sub-processors of monday.com for the purpose of performing such Additional Services to Customer.

Name:
Title:
Date:
Signature: **X**

Required Vendor Ethics Disclosure Statement

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

Date: _____

Bid/Contract/PO #: _____

Company Name:	monday.com	Company Contact:	Jackson Marvin
Contact Phone:	(203) 984-8767	Contact Email:	jackson@monday.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 _____

Printed Name Jackson Marvin

Title Account Manager

Date 8/29/2024

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

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

File #: ETS-R-0073-24 **Agenda Date:** 10/9/2024 **Agenda #:** 7.E.6.

RESOLUTION TO ENCUMBER FUNDS FOR A UTILITY SERVICE THROUGH CELLCO PARTNERSHIP DBA VERIZON WIRELESS OVER $5,000 IN THE COUNTY FINANCE SOFTWARE (TOTAL ANNUAL AMOUNT NOT TO EXCEED: $6,100.00)

WHEREAS, the DuPage County Emergency Telephone System Board ("DU PAGE ETSB") is an emergency telephone system board, established pursuant to Section 15.4 of the Local Government Emergency Telephone System Act, 50 ILCS 750/15.4 ("Act"); and

WHEREAS, the DU PAGE ETSB is authorized and empowered, pursuant to Section 15.4 (b) of the Act to plan, implement, upgrade, and maintain an Emergency 9-1-1 System for citizens of the County of DuPage and portions of Cook, Kane and Will counties; and

WHEREAS, the DU PAGE ETSB is authorized by law and local ordinance to make disbursements from the 9-1-1 surcharge funds it receives pursuant to law for costs related to products and services necessary for the implementation, upgrade and maintenance of the emergency telephone system; and

WHEREAS, an agreement has been negotiated in accordance with the DU PAGE ETSB by ordinance; and

WHEREAS, the 9-1-1 System Coordinator recommends DU PAGE ETS Board approval of Procurement Purchase Order Requisition 924036 for wireless connectivity through Cellco Partnership dba Verizon Wireless for DU-COMM and ETSB staff. This will encumber funds over $5,000 in the County Finance software for payment of invoices for a period of December 8, 2024 through December 7, 2025. The total annual amount is not to exceed $6,100.00.

NOW, THEREFORE BE IT RESOLVED, that DU PAGE ETSB Requisition 924036, dated September 16, 2024, covering said, encumber funds for wireless connectivity service, be, and is hereby approved by the DU PAGE ETSB, for a total annual amount not to exceed $6,100.00.

Enacted and approved this 9th day of October, 2024 at Wheaton, Illinois.

_____

GREG SCHWARZE, CHAIR

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $6,100.00
COMMITTEE: ETSB	TARGET COMMITTEE DATE: 10/09/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $6,100.00
	CURRENT TERM TOTAL COST: $6,100.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Cellco Partnership dba Verizon Wireless	VENDOR #: 10597	DEPT: DuPage ETSB	DEPT CONTACT NAME: Eve Kraus
VENDOR CONTACT: Rob Pietrini	VENDOR CONTACT PHONE: 800-540-4263	DEPT CONTACT PHONE #: 630-550-7743	DEPT CONTACT EMAIL: etsb911@dupagecounty.gov
VENDOR CONTACT EMAIL: robert.pietrini@verizonwireless.com	VENDOR WEBSITE: verizon.com	DEPT REQ #: 924036	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Request for Purchase Order 924036 is for wireless connectivity through the use of fourteen (14) data cards for DU-COMM, the ETSB Executive Director and staff and field testing. Included in this purchase is the ability to upgrade equipment every ten months. This is to encumber funds in the County Finance software for payment of invoices. Total amount not to exceed $6,100.00.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished

Wireless connectivity is necessary to support the maintenance and operations of ETSB infrastructure.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED PUBLIC UTILITY	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.

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. N/A
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). N/A

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific. N/A
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not. N/A
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted. N/A

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Cellco Partnership dba Verizon Wireless	Vendor#: 10597	Dept: DuPage ETSB	Division:
Attn: Rob Pietrini	Email: robert.pietrini@verizonwireless.com	Attn: 9-1-1 Coordinator	Email: etsb911@dupagecounty.gov
Address: 1 Verizon Way	City: Basking Ridge	Address: 421 N. County Farm Road	City: Wheaton
State: NJ	Zip: 07920-1097	State: IL	Zip: 60188
Phone:	Fax:	Phone:	Fax:
Send Payments To:		*Ship to:*	
Vendor: Cellco Partnership dba Verizon Wireless	Vendor#: 10597	Dept: DuPage ETSB	Division:
Attn: Rob Pietrini	Email: robert.pietrini@verizonwireless.com	Attn: 9-1-1 Coordinator	Email: etsb911@dupagecounty.gov
Address: 1 Verizon Way	City: Basking Ridge	Address: 421 N. County Farm Road	City: Wheaton
State: NJ	Zip: 07920-1097	State: IL	Zip: 60188
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 8, 2024	Contract End Date (PO25): Dec 7, 2025

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Mobile Broadband Data Plan 25GB/Unlimited including estimated taxes and fees FY25-26		4000	5820	53260		6,100.00	6,100.00
FY is required, ensure the correct FY is selected.										Requisition Total	$ 6,100.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Please return PO to ETSB only.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Costs are based on 14 units at approx $36.00 per unit per month.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB. LMZ 9/16/24

Verizon Datacards

Number:	Location:	Assignment:
224-775-XXXX	ETSB	Motorola System Manager
224-775-XXXX	ETSB	Motorola System Manager
630-746-XXXX	ETSB	L Zerwin
630-849-XXXX	ETSB	K Cieplinski
630-849-XXXX	ETSB	J Furmanski
630-849-XXXX	ETSB	B Kopas
708-341-XXXX	MIS	D Nunez
708-341-XXXX	MIS	S Klein
708-341-XXXX	MIS	E Roberts
708-341-XXXX	Radio	C Shanks
708-341-XXXX	Radio	E Maplethorpe
708-341-XXXX	Radio	D Janiec

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

File #: ETS-R-0071-24 **Agenda Date:** 10/9/2024 **Agenda #:** 7.F.1.

ANNUAL APPROPRIATION RESOLUTION FOR EMERGENCY TELEPHONE SYSTEM BOARD
OF THE COUNTY OF DU PAGE, STATE OF ILLINOIS,
FOR THE FISCAL PERIOD BEGINNING DECEMBER 1, 2024
AND ENDING NOVEMBER 30, 2025

BE IT ORDAINED BY THE COUNTY BOARD OF THE COUNTY OF DU PAGE, ILLINOIS, AT THIS ADJOURNED MEETING OF THE SEPTEMBER SESSION HELD AT 421 NORTH COUNTY FARM ROAD IN WHEATON, DU PAGE COUNTY, ILLINOIS, ON THIS 9th DAY OF OCTOBER, A.D., 2024, THAT THE FOLLOWING AMOUNTS, OR SO MUCH THEREOF AS MAY BE AUTHORIZED BY LAW AS MAY BE NEEDED, BE AND THE SAME ARE HEREBY APPROPRIATED FOR THE PURPOSES OF THE DU PAGE COUNTY EMERGENCY TELEPHONE SYSTEM AS SPECIFIED BELOW, FOR THE EMERGENCY TELEPHONE SYSTEM BOARD FOR THE FOLLOWING FUNDS:

EQUALIZATION (4000-5820) OPERATING	$13,029,967
EQUALIZATION (4000-5820) CAPITAL	$ 1,781,877
EQUALIZATION (4000-5820) CAPITAL CONTINGENCIES	$32,705,925
EQUALIZATION (4000-5820) FY25 TOTAL AMOUNT	$47,517,769

I, JEAN KACZMAREK, COUNTY CLERK AND SECRETARY OF THE EMERGENCY TELEPHONE SYSTEM BOARD IN DU PAGE COUNTY, STATE OF ILLINOIS, AND KEEPER OF THE RECORDS AND FILES THEREOF, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF A RESOLUTION ADOPTED AS AMENDED BY THE EMERGENCY TELEPHONE SYSTEM BOARD AT A MEETING AT THE COUNTY CENTER, 421 NORTH COUNTY FARM ROAD IN WHEATON, ILLINOIS, ON THE 9th DAY OF OCTOBER, A.D., 2024.

Enacted and approved this 9th day of October, 2024 at Wheaton, Illinois.

_____

GREG SCHWARZE, CHAIR

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

EMERGENCY TELEPHONE SYSTEM BOARD OF DU PAGE COUNTY

FY2025 BUDGET SUMMARY

COMP	AU	Account	Description	FY2024 Budget Request	FY2024 Budget Actual (as of Jun 12)	FY2025 Projections Obligations	Difference FY24 to FY25	% of Difference FY24 to FY25	% of Operating Budget
4000	5820	50000-0000	REGULAR SALARIES	$ 1,004,362	$ 547,344	$ 1,037,446	$ 33,084	3%	7%
4000	5820	50050-0000	TEMPORARY SALARIES/ON CALL	$ 10,000	$ 5,333	$ 10,200	$ -	0%	0%
4000	5820	50080-0000	SALARY & WAGE ADJUSTMENT	$ 27,506	$ 27,506	$ 33,053	$ 5,547	20%	0%
4000	5820	51000-0000	BENEFIT PAYMENTS	$ 13,525	$ 11,834	$ 13,796	$ 271	2%	0%
4000	5820	51010-0000	EMPLOYER SHARE I.M.R.F.	$ 82,559	$ 44,728	$ 85,278	$ 2,719	3%	1%
4000	5820	51030-0000	EMPLOYER SHARE SOCIAL SECURITY	$ 76,834	$ 43,312	$ 79,365	$ 2,531	3%	1%
4000	5820	51040-0000	EMPLOYEE MED & HOSP INSURANCE	$ 220,480	$ 165,281	$ 257,168	$ 36,688	17%	2%
4000	5820	51050-0000	FLEXIBLE BENEFIT EARNINGS	$ 4,000	$ 3,950	$ -	$ (4,000)	-100%	0%
			PERSONNEL TOTAL	$ 1,411,760	$ 849,288	$ 1,516,305	$ 76,840	5%	12%
4000	5820	52000-0000	FURN/MACH/EQUIP SMALL VALUE	$ 39,000	$ 39,000	$ 39,000	$ -	0%	0%
4000	5820	52100-0000	I.T. EQUIPMENT SMALL VALUE	$ 77,500	$ 70,625	$ 100,500	$ 23,000	30%	1%
4000	5820	52200-0000	OPERATING SUPPLIES & MATERIALS	$ 2,000	$ 1,492	$ 2,000	$ -	0%	0%
4000	5820	52210-0000	FOOD AND BEVERAGE	$ 750	$ 510	$ 750	$ -	0%	0%
4000	5820	52250-0000	AUTO/MACH REPLACEMENT PARTS	$ 153,819	$ 128,355	$ 275,000	$ 121,181	79%	2%
4000	5820	52260-0000	FUEL & LUBRICANTS	$ 2,500	$ 2,134	$ 1,000	$ (1,500)	-60%	0%
4000	5820	52270-0000	MAINTENANCE SUPPLIES	$ 2,000	$ 2,000	$ 1,000	$ (1,000)	-50%	0%
4000	5820	52280-0000	CLEANING SUPPLIES	$ 500	$ 448	$ 1,500	$ 1,000	200%	0%
			COMMODITIES TOTAL	$ 278,069	$ 244,565	$ 420,750	$ 142,681	51%	3%
4000	5820	53000-0000	AUDITING & ACCOUNTING SERVICES	$ 108,920	$ 102,909	$ 151,100	$ 42,180	39%	1%
4000	5820	53020-0000	INFORMATION TECHNOLOGY SERVICES	$ -	$ -	$ 525,383	$ 525,383	100%	4%
4000	5820	53030-0000	LEGAL SERVICES	$ 60,000	$ 60,000	$ 60,000	$ -	0%	0%
4000	5820	53040-0000	INTERPRETER SERVICES (new)	$ 24,000	$ 15,088	$ 30,000	$ 6,000	25%	0%
4000	5820	53090-0000	TECHNICAL / PROFESSIONAL SERVICES	$ 102,000	$ 55,200	$ 54,000	$ (48,000)	-47%	0%
4000	5820	53130-0000	PUBLIC LIABILITY INSURANCE	$ 122,813	$ 12,548	$ 137,928	$ 15,116	12%	1%
4000	5820	53200-0000	NATURAL GAS	$ 3,700	$ 3,700	$ 1,000	$ (2,700)	-73%	0%
4000	5820	53210-0000	ELECTRICITY	$ 25,000	$ 16,370	$ 20,000	$ (5,000)	-20%	0%
4000	5820	53220-0000	WATER & SEWER	$ 500	$ 500	$ 500	$ -	0%	0%
4000	5820	53250-0000	WIRED COMMUNICATION SERVICES	$ 1,247,387	$ 1,001,434	$ 1,176,887	$ (70,500)	-6%	9%
4000	5820	53260-0000	WIRELESS COMMUNICATION SVC	$ 1,815,152	$ 1,171,874	$ 1,815,152	$ -	0%	14%
4000	5820	53300-0000	REPAIR & MTCE FACILITIES	$ 45,000	$ 40,031	$ 45,000	$ -	0%	0%
4000	5820	53310-0000	REPAIR MAINT INFRASTRUCTURE	$ 50,000	$ 50,000	$ 50,000	$ -	0%	0%
4000	5820	53370-0000	REPAIR & MTCE OTHER EQUIPMENT	$ 647,861	$ 647,861	$ 659,626	$ 11,765	2%	5%
4000	5820	53400-0000	RENTAL OF OFFICE SPACE	$ 20,580	$ 20,580	$ 20,580	$ -	0%	0%
4000	5800	53410-0000	RENTAL OF MACHINERY & EQUIPMNT	$ 19,605	$ 19,605	$ -	$ (19,605)	-100%	0%
4000	5820	53500-0000	MILEAGE EXPENSE	$ 2,000	$ 1,971	$ 2,000	$ -	0%	0%
4000	5820	53510-0000	TRAVEL EXPENSE	$ 100,000	$ 97,298	$ 50,000	$ (50,000)	-50%	0%
4000	5820	53600-0000	DUES & MEMBERSHIPS	$ 1,508	$ 839	$ 1,508	$ -	0%	0%
4000	5820	53610-0000	INSTRUCTION & SCHOOLING	$ 110,000	$ 100,940	$ 110,000	$ -	0%	1%
4000	5820	53800-0000	PRINTING	$ 5,000	$ 4,842	$ 10,000	$ 5,000	100%	0%
4000	5820	53800-0001	PRINTING (new)	$ -	$ 3,405	$ 6,000	$ 6,000	100%	0%
4000	5820	53801-0000	ADVERTISING	$ 3,000	$ 2,959	$ 3,000	$ -	0%	0%
4000	5820	53803-0000	MISCELLANEOUS MEETING EXPENSE	$ 1,500	$ 1,500	$ 1,500	$ -	0%	0%
4000	5820	53804-0000	POSTAGE & POSTAL CHARGES	$ 3,000	$ 2,551	$ 3,000	$ -	0%	0%
4000	5820	53805-0000	OTHER TRANSPORTATION CHARGES	$ 1,000	$ 1,000	$ 1,000	$ -	0%	0%
4000	5820	53806-0000	SOFTWARE LICENSES	$ 2,821,720	$ 2,374,491	$ 2,884,318	$ 62,598	2%	22%
4000	5820	53807-0000	SOFTWARE MAINT AGREEMENTS	$ 952,564	$ 643,637	$ 1,071,660	$ 119,096	13%	8%
4000	5820	53810-0000	CUSTODIAL SERVICES	$ 53,000	$ 33,000	$ 53,000	$ -	0%	0%
4000	5820	53828-0000	CONTINGENCIES	$ 300,000	$ 283,000	$ 300,000	$ -	0%	2%
4000	5820	53830-0000	OTHER CONTRACTUAL EXPENSES	$ 3,705,085	$ 3,170,435	$ 1,848,770	$ (1,856,315)	-50%	14%
			CONTRACTUAL TOTAL	$ 12,351,894	$ 9,939,567	$ 11,092,912	$ (1,258,982)	-10%	85%
4000	5820	54100-0000	IT EQUIPMENT	$ 43,160	$ -	$ 97,845	$ 54,685	127%	1%
4000	5820	54100-0700	IT EQUIPMENT - CAPITAL LEASE (new)	$ -	$ 8,303	$ 13,000	$ 13,000	100%	0%
4000	5820	54107-0000	SOFTWARE	$ 29,000	$ 15,319	$ 1,019,760	$ 990,760	3416%	8%
4000	5820	54110-0000	EQUIPMENT AND MACHINERY	$ 730,572	$ 685,472	$ 651,272	$ (79,300)	-11%	5%
			CAPITAL TOTAL	$ 802,732	$ 709,093	$ 1,781,877	$ 979,145	122%	14%
4000	5820	54199-0000	**CAPITAL CONTINGENCIES**						
			less total xfer to 54100 and 54110 Capital		$ (7,988,963)				
			CAPITAL CONTINGENCIES TOTAL	$ 29,072,674	$ 21,083,711	$ 32,705,925			
						FY25			
			5820 Total Personnel, Commodities, Contractual, Capital	**$ 14,844,455**	**$ 11,742,514**	**$ 14,811,844**			
			Personnel, Commodities, Contractual only	**$ 14,041,723**	**$ 11,033,420**	**$ 13,029,967**			
			5820 Total All Categories with Capital Contingencies	**$ 43,917,129**	**$ 32,826,225**	**$ 47,517,769**			

Operating Budget	FY2024 Appropriation	FY2025 Projections Obligations	Difference FY24 to FY25	% of Difference FY24 to FY25	% of Operating Budget
Personnel	$ 1,411,760	$ 1,516,305	$ 104,545	7%	12%
Commodities	$ 278,069	$ 420,750	$ 142,681	51%	3%
Contractual	$ 12,351,894	$ 11,092,912	$ (1,258,982)	-10%	85%
Total Operating	$ 14,041,723	$ 13,029,967	$ (1,011,756)	-7%	100%
New Capital	$ 802,732	$ 1,781,877	$ 979,145	122%	

421 N. COUNTY FARM ROAD
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File #: 24-2898 **Agenda Date:** 10/9/2024 **Agenda #:**

DUPAGECOUNTY

Emergency Telephone System Board (ETSB)

BUDGET PRESENTATION – October 9, 2024



FY2025 Budget Summary

Description	FY2024 Budget Request	FY2024 Budget Actual (as of Jun 12)	FY2025 Projections Obligations	Difference FY24 to FY25	% of Difference FY24 to FY25	% of Operating Budget
IT EQUIPMENT	$ 43,160	$ -	$ 97,845	$ 54,685	127%	1%
IT EQUIPMENT - CAPITAL LEASE (new)	$ -	$ 8,303	$ 13,000	$ 13,000	100%	0%
SOFTWARE	$ 29,000	$ 15,319	$ 1,019,760	$ 990,760	3416%	8%
EQUIPMENT AND MACHINERY	$ 730,572	$ 685,472	$ 651,272	$ (79,300)	-11%	5%
CAPITAL TOTAL	$ 802,732	$ 709,093	$ 1,781,877	$ 979,145	122%	14%

Capital Software includes *Prepared* a new item from the September agenda.



FY2025 Budget Summary

FY2025 Operations Requested Budget: **$13,029,967**

FY2024 Approved Budget: $14,041,723

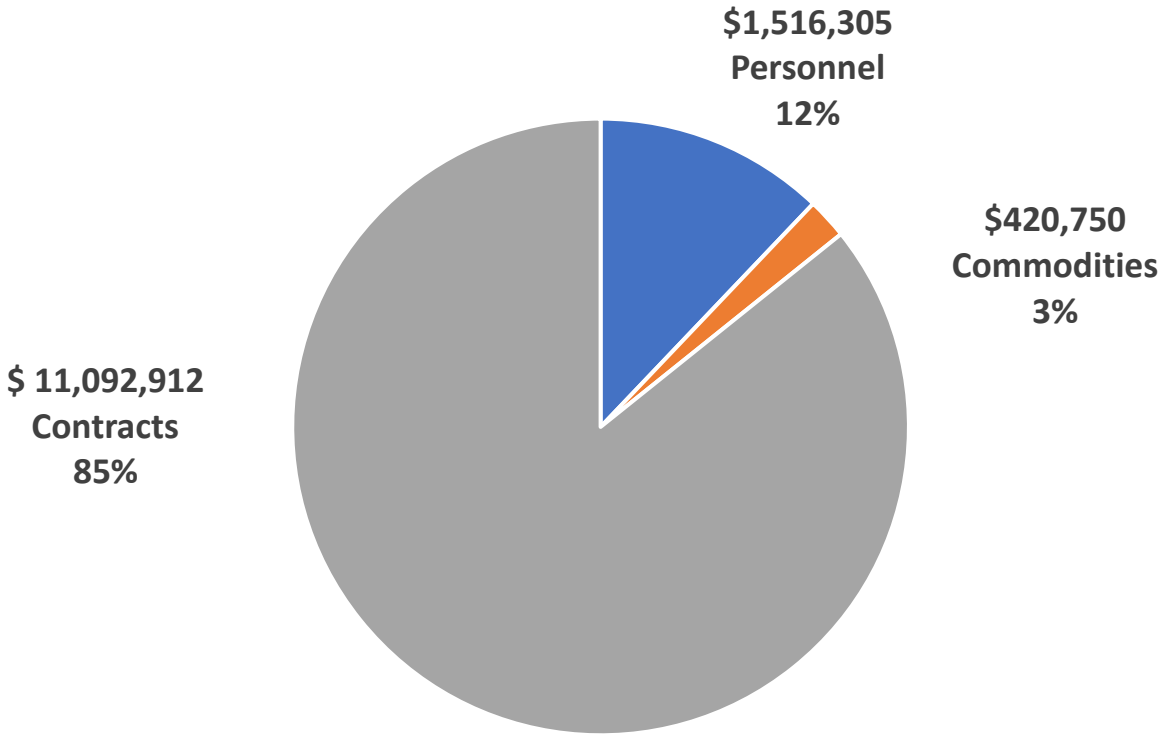
Difference from FY24 to FY25: $ -1,011,756 (Decrease)

Percentage Change: -7%

Description	FY2024 Appropriation	FY2025 Projections Obligations	$ Difference FY24 to FY25	% of Difference FY24 to FY25	% of Operating Budget
Personnel	$ 1,411,760	$ 1,516,305	$ 104,545	7%	12%
Commodities	$ 278,069	$ 420,750	$ 142,681	51%	3%
Contractual	$ 12,351,894	$ 11,092,912	$ (1,258,982)	-10%	85%
Total Operating	$ 14,041,723	$ 13,029,967	$ (1,011,756)	-7%	100%



FY2025 Budget Summary





FY2025 Budget Summary

Description	FY2024 Budget Request	FY2024 Budget Actual (as of Jun 12)	FY2025 Projections Obligations	Difference FY24 to FY25	% of Difference FY24 to FY25	% of Operating Budget
REGULAR SALARIES	$ 1,004,362	$ 547,344	$ 1,037,446	$ 33,084	3%	7%
TEMPORARY SALARIES/ON CALL	$ 10,000	$ 5,333	$ 10,200	$ -	0%	0%
SALARY & WAGE ADJUSTMENT	$ 27,506	$ 27,506	$ 33,053	$ 5,547	20%	0%
BENEFIT PAYMENTS	$ 13,525	$ 11,834	$ 13,796	$ 271	2%	0%
EMPLOYER SHARE I.M.R.F.	$ 82,559	$ 44,728	$ 85,278	$ 2,719	3%	1%
EMPLOYER SHARE SOCIAL SECURITY	$ 76,834	$ 43,312	$ 79,365	$ 2,531	3%	1%
EMPLOYEE MED & HOSP INSURANCE	$ 220,480	$ 165,281	$ 257,168	$ 36,688	17%	2%
FLEXIBLE BENEFIT EARNINGS	$ 4,000	$ 3,950	$ -	$ (4,000)	-100%	0%
PERSONNEL TOTAL	$ 1,411,760	$ 849,288	$ 1,516,305	$ 76,840	5%	12%

3.5% COLA = $6,343 increase in the personnel category from the last budget presentation.



FY2025 Budget Summary

Description	FY2024 Budget Request	FY2024 Budget Actual (as of Jun 12)	FY2025 Projections Obligations	Difference FY24 to FY25	% of Difference FY24 to FY25	% of Operating Budget
FURN/MACH/EQUIP SMALL VALUE	$ 39,000	$ 39,000	$ 39,000	$ -	0%	0%
I.T. EQUIPMENT SMALL VALUE	$ 77,500	$ 70,625	$ 100,500	$ 23,000	30%	1%
OPERATING SUPPLIES & MATERIALS	$ 2,000	$ 1,492	$ 2,000	$ -	0%	0%
FOOD AND BEVERAGE	$ 750	$ 510	$ 750	$ -	0%	0%
AUTO/MACH REPLACEMENT PARTS	$ 153,819	$ 128,355	$ 275,000	$ 121,181	79%	2%
FUEL & LUBRICANTS	$ 2,500	$ 2,134	$ 1,000	$ (1,500)	-60%	0%
MAINTENANCE SUPPLIES	$ 2,000	$ 2,000	$ 1,000	$ (1,000)	-50%	0%
CLEANING SUPPLIES	$ 500	$ 448	$ 1,500	$ 1,000	200%	0%
COMMODITIES TOTAL	$ 278,069	$ 244,565	$ 420,750	$ 142,681	51%	3%



FY2025 Budget Summary

Description	FY2024 Budget Request	FY2024 Budget Actual (as of Jun 12)	FY2025 Projections Obligations	Difference FY24 to FY25	% of Difference FY24 to FY25	% of Operating Budget
AUDITING & ACCOUNTING SERVICES	$ 108,920	$ 102,909	$ 151,100	$ 42,180	39%	1%
INFORMATION TECHNOLOGY SERVICES	$ -	$ -	$ 525,383	$ 525,383	100%	4%
LEGAL SERVICES	$ 60,000	$ 60,000	$ 60,000	$ -	0%	0%
INTERPRETER SERVICES (new)	$ 24,000	$ 15,088	$ 30,000	$ 6,000	25%	0%
TECHNICAL / PROFESSIONAL SERVICES	$ 102,000	$ 55,200	$ 54,000	$ (48,000)	-47%	0%
PUBLIC LIABILITY INSURANCE	$ 122,813	$ 12,548	$ 137,928	$ 15,116	12%	1%
NATURAL GAS	$ 3,700	$ 3,700	$ 1,000	$ (2,700)	-73%	0%
ELECTRICITY	$ 25,000	$ 16,370	$ 20,000	$ (5,000)	-20%	0%
WATER & SEWER	$ 500	$ 500	$ 500	$ -	0%	0%
WIRED COMMUNICATION SERVICES	$ 1,247,387	$ 1,001,434	$ 1,176,887	$ (70,500)	-6%	9%
WIRELESS COMMUNICATION SVC	$ 1,815,152	$ 1,171,874	$ 1,815,152	$ -	0%	14%
REPAIR & MTCE FACILITIES	$ 45,000	$ 40,031	$ 45,000	$ -	0%	0%
REPAIR MAINT INFRASTRUCTURE	$ 50,000	$ 50,000	$ 50,000	$ -	0%	0%
REPAIR & MTCE OTHER EQUIPMENT	$ 647,861	$ 647,861	$ 659,626	$ 11,765	2%	5%
RENTAL OF OFFICE SPACE	$ 20,580	$ 20,580	$ 20,580	$ -	0%	0%
RENTAL OF MACHINERY & EQUIPMENT	$ 19,605	$ 19,605	$ -	$ (19,605)	-100%	0%



FY2025 Budget Summary

Description	FY2024 Budget Request	FY2024 Budget Actual (as of Jun 12)	FY2025 Projections Obligations	Difference FY24 to FY25	% of Difference FY24 to FY25	% of Operating Budget
MILEAGE EXPENSE	$ 2,000	$ 1,971	$ 2,000	$ -	0%	0%
TRAVEL EXPENSE	$ 100,000	$ 97,298	$ 50,000	$ (50,000)	-50%	0%
DUES & MEMBERSHIPS	$ 1,508	$ 839	$ 1,508	$ -	0%	0%
INSTRUCTION & SCHOOLING	$ 110,000	$ 100,940	$ 110,000	$ -	0%	1%
PRINTING	$ 5,000	$ 4,842	$ 10,000	$ 5,000	100%	0%
PRINTING (new)	$ -	$ 3,405	$ 6,000	$ 6,000	100%	0%
ADVERTISING	$ 3,000	$ 2,959	$ 3,000	$ -	0%	0%
MISCELLANEOUS MEETING EXPENSE	$ 1,500	$ 1,500	$ 1,500	$ -	0%	0%
POSTAGE & POSTAL CHARGES	$ 3,000	$ 2,551	$ 3,000	$ -	0%	0%
OTHER TRANSPORTATION CHARGES	$ 1,000	$ 1,000	$ 1,000	$ -	0%	0%
SOFTWARE LICENSES	$ 2,821,720	$ 2,374,491	$ 2,884,318	$ 62,598	2%	22%
SOFTWARE MAINT AGREEMENTS	$ 952,564	$ 643,637	$ 1,071,660	$ 119,096	13%	8%
CUSTODIAL SERVICES	$ 53,000	$ 33,000	$ 53,000	$ -	0%	0%
CONTINGENCIES	$ 300,000	$ 283,000	$ 300,000	$ -	0%	2%
OTHER CONTRACTUAL EXPENSES	$ 3,705,085	$ 3,170,435	$ 1,848,770	$ (1,856,315)	-50%	14%
CONTRACTUAL TOTAL	$ 12,351,894	$ 9,939,567	$ 11,092,912	$ (1,258,982)	-10%	85%



FY2025 Budget Summary

Category	FY24	FY25	Reduction	Recommendation
52250 Auto/Machinery Equip Parts	$ 55,000	$ -	($ 55,000)	Eliminated
53250 Telecommunications	$ 25,000	$ 25,000		Keep – still going through account clean up
53300 Repair Maint Facilities	$ 25,000	$ 25,000		Keep - uncategorized costs building
53310 Repair Maint infrastructure	$ 50,000	$ 50,000		Keep - uncategorized costs towers
53370 Repair Maint Ofc Machinery	$ 25,000	$ 10,000	($ 15,000)	Reduced to $10,000
53800 Print Budget	$ 5,000	$ 10,000		Increased to $10,000 for pub ed for text to 911
53807 Software Maint	$ 25,000	$ -	($ 25,000)	Eliminated
Total	$ 210,000	$ 120,000	($ 95,000)	Total Change: $120,000 (or less $90,000)



Request for Proposals

System	Status	Estimated Release Bid
Computer Aided Dispatch (CAD)	In Process	FY25 Q 2/3
Multi-factor Authentication (MFA)	FY24 Approved Budget	FY25 Q3
10 Digit Dial Phone System	FY25 Budget Pending	FY26
Fire Station Alerting (FSA)	Discussion	FY26 Q1
Customer Premise Equipment (CPE)	New Contract FY28	FY26 Q1



EQ Replacement Fund 54199

Systems/Equipment	PO Number	Estimated Age	Useful Life	Remaining Useful Life	Replacement Cost Est.	Annualized Cost Est	Annualized Expense	Replacement or Upgrade Year	Years in EQ Fund	FY25 EQ Funds For Replacement	FY26 EQ Funds For Replacement
FY22 CPE ACDC	PO922020	0	4	4	$ 1,787,136	$ 446,784	0	FY27	0	$ 1,787,136	
FY22 CPE DU-COMM	PO922020	0	4	4	$ 1,787,763	$ 446,941	0	FY27	0	$ 893,882	$ 1,340,823
FY22 Radio Consoles	PO922031	0	6	6	$ 6,431,250	$ 1,071,875		FY29	0	$ 1,071,875	$ 2,143,750
							$1,167,644.09			$ 1,167,644.09	$ 1,167,644.09
FY22 Logger	PO922031	1	6	5	$ 491,152	$ 81,859	0	FY29	1	$ 81,859	$ 163,718
FY16CAD FY22 Restatement	PO950900	2	5	5	$ 8,000,000	$ 1,600,000		FY27	6.1	$ 8,134,529.20	
FY22 CAD /MPS Hardware	PO950900	2	5	3	$ 1,156,766	$ 231,353	0	FY27			
FY22 CAD / MPS Upgrade	PO950900	1	5	4	$ 197,793	$ 39,559	0	FY27			
FY22 FSA SCU	PO918126	1	4	3	$ 213,360	$ 53,340	0	FY29	4	$ 213,360	
FY18 FSA System	PO918126	5	6	1	$ 4,553,320	$ 758,887	0	FY29	5	$ 3,794,433	$ 4,553,320
DEDIR Portable Replacement	PO921054	1	10	9	$ 37,309,391		$6,651,399.48	N/A		$ 6,651,399.48	$ 6,651,399
DEDIRS True Up Change Order	PO921054						$2,478,018.72	N/A		$ 2,478,018.72	$ -
CAD workstations (72)	N/A	0	3	3	$ 144,000	$ 48,000	0	FY26/27	1		
Servers	N/A	0	3	3	$ 100,000	$ 33,333	0	ANNUAL			$ 33,333
ACDC Generator	N/A	6	15	9	$ 1,000,000	$ 66,667	0	FY34	6	$ 400,000.00	$ 466,667
ACDC UPS	N/A	6	8	2	$ 200,000	$ 25,000		FY27	6	$ 150,000.00	$ 175,000
DU-COMM Generator	N/A	6	15	9	$ 1,000,000	$ 66,667	0	FY34	6	$ 400,000.00	$ 466,667
DU-COMM UPS	N/A	6	8	2	$ 400,000	$ 50,000		FY27	6	$ 300,000.00	$ 350,000
OEM Radio Tower Generator	N/A	14	15	1	$ 50,000	$ 3,333	0	FY25	14	$ 50,000.00	
Radio Calibration Units	PO924026	10	10	0	$ 174,000	$ 17,400	0	FY25	10	$ 174,000	$ 174,000
ExaGrid Enclosure	PO921044	4	4	0	$ 90,000	$ 22,500		FY25			
10 Digit Dial Phone System	PO950905	8	5	-3	$ 163,281	$ 32,656		FY25		$163,281	new contract
Switches	N/A		5		$ 42,000	$ 8,400					
Total					$ 65,291,212	$ 5,104,553	$ 10,297,062			$ 27,911,418	$ 17,686,321
Total without radios					$ 27,981,821					$ 32,708,602.97	



FY2025 Budget Summary

FY2025 Appropriation Requested Budget: **$47,517,769**

FY2024 Appropriation: $43,917,129

Difference from FY24 to FY25: $3,600,640

Percentage Change: 8%

Description	FY2024 Appropriation	**FY2025 Appropriation**	$ Difference FY24 to FY25	% of Difference FY24 to FY25
Operating	$ 14,041,723	$ 13,029,967	$ (1,011,756)	-7%
Capital	$ 802,732	$ 1,781,877	$ 979,145	122%
Capital Contingencies	$ 29,072,674	$ 32,705,925	$ 3,633,251	12%
Total Operating	$ 43,917,129	$ 47,517,769	$ 3,600,640	8%



TASKS FOR THE OCTOBER MEETING:

1. The ETS Board will need to have consensus on the IGA grants.
   a. FY25 Budget General PSAP Grant – currently $1M
   b. FY25 Training Grant up to $100,000 – currently $100,000
   c. Direction to staff to make the FY24 payout of the General grant money.
      FY24 PSAP General Grant $1M
      ACDC/$350,000 and DU-COMM/$650,00
2. COLA – Direction to staff on COLA. The September Budget review was set at 3%. The County Board Chair has recommended a COLA of 3.5%. The October budget review includes 3.5% COLA . The appropriation resolution includes 3.5% adjustments.
3. The Board can approve the budget today to allow County Board ample time to prepare appropriation resolutions for November board meetings. The Board could approve in November.
4. Executive Session for Personnel. Salaries which will be reviewed will not affect the Appropriation Resolution.



DUPAGECOUNTY

Thank you!

421 N. COUNTY FARM ROAD
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File #: 24-2414 **Agenda Date:** 10/7/2024 **Agenda #:** 7.G.1.