



DU PAGE COUNTY

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

Judicial and Public Safety Committee Final Regular Meeting Agenda

Tuesday, December 5, 2023

8:00 AM

County Board Room

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. CHAIR REMARKS - CHAIR EVANS

5. APPROVAL OF MINUTES

5.A. [24-0048](#)

Judicial and Public Safety Committee - Regular Meeting - Tuesday, November 21, 2023.

6. RESOLUTIONS

6.A. [JPS-R-0001-24](#)

Approving an extension to a previously entered Intergovernmental Agreement with the Village of Addison for Police Department Dispatch Services - 6 month extension - \$741,349.67. (Sheriff's Office)

6.B. [FI-R-0002-24](#)

Authorization to transfer \$1,800,000 in budget to General Fund Special Accounts for fiscal year 2023. (Sheriff's Office)

6.C. [FI-R-0003-24](#)

Authorization to transfer \$22,500 in budget to General Fund Special Accounts for fiscal year 2023. (Sheriff's Office)

7. PROCUREMENT REQUISITIONS

7.A. [JPS-P-0001-24](#)

Recommendation for the approval of a contract purchase order to Heartland Business Systems, for the purchase of a new surveillance camera system, for the Sheriff's Office, for the period of December 13, 2023 through December 12, 2026, for a contract not to exceed \$1,690,852.75. TIPS Contract # 220105. (Sheriff's Office)

7.B. [JPS-P-0002-24](#)

Recommendation for the approval of a contract purchase order issued to Secured State d/b/a Creative Technologies, for the purchase of an Analog Camera Interface System with a RTSP/Verkada interface, for the Sheriff's Office, for a contract total not to exceed \$75,000. Sole Source. (Sheriff's Office)

7.C. [JPS-P-0003-24](#)

Recommendation for the approval of a contract purchase order to Ray O'Herron Company, for the purchase of uniforms for all sworn employees and new hires, for the period of December 30, 2023 through December 29, 2024, for a contract total not to exceed \$358,000. Lowest responsible bid 23-123-SHF. (Sheriff's Office)

7.D. [24-0060](#)

Recommendation for the approval of a contract purchase order issued to Intercomp, for the purchase of portable scales, for the Sheriff's Office, for a contract total not to exceed \$22,470.02; per GSA pricing GS-07F-078BA. (Sheriff's Office)

8. BUDGET TRANSFERS8.A. [24-0049](#)

Transfer of funds from account no. 5000-6590-54107 (Software) to account no. 5000-6590-54100 (IT Equipment) in the amount of \$3,047 needed to pay for Axon Interview equipment. (State's Attorney's Office)

8.B. [24-0050](#)

Transfer of funds from account no. 1400-6130-50080 (Salary & Wage Adjustments) to account nos. 1400-6130-50010 (Overtime) and 5000-6130-51040 (Employee Medical & Hospital Insurance) in the amount of \$8,836 needed to cover employee medical expenses for FY2023. (Probation and Court Services)

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



Minutes

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
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File #: 24-0048

Agenda Date: 12/5/2023

Agenda #: 5.A.



DU PAGE COUNTY

Judicial and Public Safety Committee

Final Summary

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

Tuesday, November 21, 2023

8:00 AM

County Board Room

1. CALL TO ORDER

8:00 AM meeting was called to order by Chair Lucy Evans at 8:00 AM.

2. ROLL CALL

Staff present:

Nick Kottmeyer (Chief Administrative Officer), Joan Olson (Chief Communications Officer), Conor McCarthy (Assistant State's Attorney), Jason Blumenthal (Policy and Program Manager), Suzanne Armstrong (Court Administrator), Jeff Martynowicz (Chief Financial Officer), Jennifer Sinn (Deputy Chief Financial Officer), Valerie Calvente (Procurement), Robert McEllin (Director, Probation & Court Services), Jeff York (Public Defender), Craig Dieckman (Director, Office of Homeland Security and Emergency Management), Claire Dragovich (Director, Crime Laboratory) and Chris Snyder (Director, Transportation).

Remote attendee:

Dan Bilodeau (Deputy Chief, Sheriff's Office)

Other Board members present:

Kari Galassi and Paula Garcia

PRESENT	Childress, DeSart, Eckhoff, Evans, Gustin, Krajewski, Ozog, Schwarze, Tornatore, Zay, and Yoo
ABSENT	Chaplin

3. PUBLIC COMMENT

No public comment was offered.

4. CHAIR REMARKS - CHAIR EVANS

Good morning all, I wanted to begin this meeting by making a few comments about some items on the agenda.

The Director of Probation and Court Services Bob McEllin was kind enough to send me an e-mail about one item in particular and I thought it was beneficial to share his comments. Item 6 C is for an IGA between Probation and the Health Department to provide services for two mental health programs. The Health Department provides a dedicated therapist to coordinate and provide all mental health services to the probationers in each of the programs. These services include screenings, assessments, psychiatric evaluations, individual, family, and group therapy, medication management, and crisis intervention. The therapist also coordinates other services as needed, such as inpatient/residential treatment and housing. The Health Department therapist is

a member of the specialty Court MICAP team and attends all MICAP Court dates and weekly staffing sessions with Probation. Their expertise in the evaluation and treatment of those suffering from mental health issues has been instrumental in the success of both MICAP and SNAP. Between both programs, around 150 probationers per year receive the necessary mental health services. I am very supportive of these items and appreciative of the work being done across the street.

Second, I wanted to make a brief comment regarding item 6 D, the lease for the Sheriff's Office for a storage facility. I am appreciative of the Sheriff's Office looking to find an alternative storage solution while we determine a long-term solution at the former DOT facility. This 5-year lease will allow us enough flexibility and time to ensure a more permanent solution can be found.

5. APPROVAL OF MINUTES

5.A. [23-3734](#)

Judicial and Public Safety Committee - Regular Meeting - Tuesday, November 7, 2023.

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Patty Gustin

6. PROCUREMENT REQUISITIONS

6.A. [JPS-P-0069-23](#)

Recommendation for the approval of a contract to Christa M. Winthers, of the Law Firm of Antonioli, Cerny & Winthers, PC, to provide professional services as a conflict attorney assigned to juvenile cases, for the period December 1, 2023 through November 30, 2024, for a contract total amount not to exceed \$42,000. Other professional services not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code's Professional Services Selection Process for other professional services. Section 2-353(1)(b). (18th Judicial Circuit Court)

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Patty Gustin
SECONDER:	Michael Childress

6.B. [JPS-P-0070-23](#)

Recommendation for the approval of a contract purchase order to William G. Worobec, Attorney at Law, to provide professional services as a conflict attorney for the 18th Judicial Circuit Court, for the period of December 1, 2023 through November 30, 2024, for a contract total amount not to exceed \$47,400. Other professional service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant DuPage County Code Section 2-353(1)(b). (18th Judicial Circuit Court)

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Michael Childress
SECONDER:	Sam Tornatore

6.C. [JPS-P-0071-23](#)

Recommendation for the approval of a contract purchase order to the DuPage County Health Department, to provide mental health services for the mentally ill probationers, for Probation & Court Services, for the period of December 1, 2023 through November 30, 2024, for a contract total amount not to exceed \$208,000; per Intergovernmental Agreement. (Probation & Court Services)

Member Ozog inquired whether this is based on the hourly use of the consultants' services or if it is for specific hires. Robert McEllin, Director of Probation & Court Services responded that the DuPage County Health Department provides his department with two specialists and coordinates all of their services both for the SNAP and Mental Health programs. He further confirmed that his department provides the funding.

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Yeena Yoo

6.D. [JPS-P-0072-23](#)

Recommendation for a resolution authorizing the execution of an agreement between the County of DuPage, the Sheriff of DuPage, and Fortress Plus Solutions LLC, for lease of facility space, for a 5-year contract, for the period of December 1, 2023 through November 30, 2028, for a contract total not to exceed \$1,579,509.60. (Sheriff's Office)

Questions and comments were brought forward by Members Eckhoff, Krajewski, Ozog, Gustin, DeSart and Zay concerning this lease and the locations where the Sheriff's vehicles will be stored. Deputy Chief Dan Bilodeau and Chief Administrative Officer Nick Kottmeyer responded to their inquiries. A discussion ensued.

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Patty Gustin
SECONDER:	Michael Childress

6.E. [23-3735](#)

Recommendation for the approval of a contract purchase order to PerkinElmer U.S. LLC, for the purchase and installation of a new Ultraviolet-Visible Spectrophotometer Instrument, for the Sheriff's Office Crime Lab, for a contract total not to exceed \$15,165; per Lowest Responsible Quote/Bid 23-137-SHF. (Sheriff's Office)

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Yeena Yoo

7. RESOLUTIONS

7.A. [FI-R-0267-23](#)

Additional appropriation for the Drug Court Fund, Company 1400, Accounting Unit 5930, \$22,670. (Probation & Court Services)

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Michael Childress

7.B. [FI-R-0268-23](#)

Additional appropriation for the MICAP Fund, Company 1400, Accounting Unit 5940, \$27,592. (Probation & Court Services)

Member Gustin asked for an explanation of what MICAP does and what the funds are used for. Director Robert McEllin from Probation & Court Services responded that MICAP stands for Mentally Ill Court Alternative Program and is designed to support probationers that have mental health issues. He went on to confirm that these funds will be used to cover staff salary increases. Member Yoo then asked for a clarification on whether the additional appropriations will come out of the general fund or contingencies. Director McEllin explained that these funds are what remains from the Drug Court Fund and the MICAP Fund.

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Michael Childress

7.C. [FI-R-0269-23](#)

Additional appropriation for the Neutral Site Custody Exchange Fund, Company 1400, Accounting Unit 5920, \$25,260. (Family Center)

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Patty Gustin
SECONDER:	Yeena Yoo

7.D. [FI-R-0270-23](#)

Acceptance and appropriation of the Comprehensive Law Enforcement Response to Drugs Grant PY24 - Inter-Governmental Agreement No. 421021, Company 5000 - Accounting Unit 6615, \$150,000. (State's Attorney's Office)

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Patty Gustin
SECONDER:	Yeena Yoo

8. ACTION ITEMS

8.A. [JPS-CO-0009-23](#)

Amendment to Purchase Order 2846-0001 SERV, issued Journal Technologies, Inc., for an increase of \$75,482, for monthly storage costs for electronic evidence and data and cost to build an interface between the JailTracker and Case Management System, for the Public Defender's Office, for a new contract total amount of \$831,557. (Public Defender's Office)

Member Yoo asked if it would be possible for the County's IT Department to build an interface for storage. Public Defender Jeff York responded that this had previously been discussed with the IT Department and it was recommended that it would be more efficient to use a system that had already been built. Further, she questioned why the Sheriff's Office did not coordinate with the Public Defender's Office in advance and commented that this would be advisable going forward. Deputy Chief Dan Bilodeau and Public Defender York both responded.

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Michael Childress

9. GRANTS

9.A. [23-3737](#)

GPN 059-23: FY24 Law Enforcement Camera Grant - Illinois Law Enforcement Training & Standards Board - \$142,611.45. (Sheriff's Office)

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Patty Gustin
SECONDER:	Jim Zay

10. INFORMATIONAL**10.A. [23-3738](#)**

Public Defender's Office Monthly Statistical Reports for September and October, 2023.
(Public Defender's Office)

Member Gustin asked for information pertaining to bond court statistics both pre and post SAFE-T Act. Public Defender York explained where these details could be found in the graphs provided. Member DeSart inquired if any data was available concerning how many defendants are being released based on the SAFE-T Act. Public Defender York commented that both his office and the State's Attorney's Office are keeping track of these numbers. Further, Member DeSart commented that the new procedure for the release of defendants since the start of the SAFE-T Act is working very well thanks to the DuPage County judges.

The motion was approved on a voice vote, all "ayes".

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Patty Gustin
SECONDER:	Dawn DeSart

11. OLD BUSINESS

No old business was offered.

12. NEW BUSINESS

No new business was offered.

13. ADJOURNMENT

With no further business, Member Schwarze moved, seconded by Member Yoo to adjourn the meeting at 8:25 AM. The next meeting is scheduled for Tuesday, December 5, 2023 at 8:00 AM.



Judicial/Public Safety Resolution

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

File #: JPS-R-0001-24

Agenda Date: 12/5/2023

Agenda #: 6.A.

APPROVING AN EXTENSION TO A PREVIOUSLY ENTERED
INTERGOVERNMENTAL AGREEMENT
WITH THE VILLAGE OF ADDISON FOR
POLICE DEPARTMENT DISPATCH SERVICES
6 MONTH EXTENSION - \$741,349.67

WHEREAS, effective November 2, 2020, the County of DuPage and the Village of Addison entered into an Intergovernmental Agreement for Police Department Dispatch Services relative providing police dispatch services to the Sheriff of DuPage County; and

WHEREAS, said INTERGOVERNMENTAL AGREEMENT was entered into on November 2, 2020 and provided for a term of three (3) years; and

WHEREAS, it is in the public interest that the County of DuPage extend the previously approved Intergovernmental Agreement for Police Department Dispatch Services with the Village of Addison for the continuation of provision of police dispatch services to the Sheriff of DuPage County for an additional six (6) months; and

WHEREAS, the Judicial and Public Safety Committee of the County Board of the County of DuPage has examined and recommends approval of the attached REVISED EXHIBIT O of the INTERGOVERNMENTAL AGREEMENT, wherein the Village of Addison agrees to provide Police Department Dispatch Services for the DuPage County Sheriff's Office; and

WHEREAS, the term of the Intergovernmental Agreement for Police Department Dispatch Services is extended from November 2, 2023 to May 1, 2024, as specified in REVISED EXHIBIT O; and

WHEREAS, the County agrees to pay a total of Seven Hundred Forty One Thousand Three Hundred Forty Nine Dollars and Sixty Seven Cents (\$741,349.67) in exchange for Police Department Dispatch Services.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Inter-governmental Agreement between DuPage County and the Village of Addison is hereby extended for a period of six (6) months pursuant to the agreed upon terms as specified in in the attached REVISED EXHIBIT O; and

BE IT FURTHER RESOLVED that the County Board Chair of the County of DuPage is authorized to enter into the attached REVISED EXHIBIT O of the INTERGOVERNMENTAL AGREEMENT and the REVISED EXHIBIT O of the INTERGOVERNMENTAL AGREEMENT is hereby ratified by the County Board of the County of DuPage; and

BE IT FURTHER RESOLVED that the County Clerk transmit ratified copies of this Resolution, with copies of said REVISED EXHIBIT O of the INTERGOVERNMENTAL AGREEMENT, to the Village of Addison, Sheriff James Mendrick, and the Chief Financial Officer.

Enacted and approved this 12th day of December, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$741,349.67
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$741,349.67
	CURRENT TERM TOTAL COST: \$741,349.67	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: FIRST RENEWAL
Vendor Information		Department Information	
VENDOR: Village of Addison-AC/DC	VENDOR #: 10125	DEPT: Sheriff	DEPT CONTACT NAME: Dan Bilodeau
VENDOR CONTACT: Roy Selvik	VENDOR CONTACT PHONE: 630-693-7944	DEPT CONTACT PHONE #: 630-407-2402	DEPT CONTACT EMAIL: dan.bilodeau@dupagesheriff.org
VENDOR CONTACT EMAIL: rselvik@addison-il.org	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). 6 month extension of current contract with ACDC to continue services until May 1, 2024			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Maintain dispatch services as current contract is expiring			

SECTION 2: DECISION MEMO REQUIREMENTS

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

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

SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION Select an item from the following dropdown menu to justify why this is a sole source procurement.	
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Village of Addison-AC/DC	Vendor#: 10125	Dept: Sheriff	Division: Budget
Attn: Roy Selvik	Email: rselvik@addison-il.org	Attn: Colleen Zbilski	Email: colleen.zbilski@dupagesheriff.org
Address: 3 Friendship Plaza	City: Addison	Address: 501 N County Farm Rd	City: Wheaton
State: IL	Zip: 60101	State: IL	Zip: 60187
Phone: 630-693-7944	Fax:	Phone: 630-407-2212	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Village of Addison-AC/DC	Vendor#: 10125	Dept: Sheriff's Office	Division: Budget
Attn: Roy Selvik	Email: rselvik@addison-il.org	Attn: Colleen Zbilski	Email: colleen.zbilski@dupagesheriff.org
Address: 3 Friendship Plaza	City: Addison	Address: 501 N County Farm Road	City: Wheaton
State: IL	Zip: 60101	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): 11/02/2023	Contract End Date (PO25): 05/01/2024
Contract Administrator (PO25):			

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		1 month of dispatch services	FY23	1000	4401	53090		123,558.28	123,558.28
2	1	EA		5 months of dispatch services	FY24	1000	4401	53090		617,791.39	617,791.39
FY is required, assure the correct FY is selected.										Requisition Total \$	741,349.67

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.
APPROVALS	<p>Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.</p> <p align="center">Signature on file</p> <p align="right"><i>10/26/2023</i></p>

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

REVISED EXHIBIT O – DUPAGE COUNTY SHERIFF'S OFFICE

0-1. DuPage County Sheriff's Office Customer Services

Addison shall provide personalized customer services to the DuPage County Sheriff's Office (DPSO) including answering in person all non-emergency calls during hours when the DPSO offices are closed to the public, and contact the appropriate DPSO of any emergency by phone, alpha numeric paging or other agreed upon methods. DPSO shall provide thirty (30) days' notice of any change in their evening and weekend office hours. Any change of three (3) or more hours from the original office hours above must be mutually agreed upon.

In the case of a major emergency in the County of DuPage, such as a tornado touchdown or intense storm, an area-wide snow or ice emergency, area-wide flooding, or major police activity, non-emergency calls will be accepted and answered by DPSO.

In addition, once a set of standard operating procedures have been agreed to between Addison and DPSO, Addison and DPSO shall insure that its staff complies in every respect with the agreed upon standard operating procedures based upon the following schedule:

- all 911 calls and calls requiring a police service will be dispatched by Addison 24 hours a day 7 days a week;
- Addison will answer non-emergency office calls for DPSO as follows: Monday - Friday 1700-0800 hours, 24 hours a day on Saturday and Sunday and 24 hours a day on holidays;
- Non-emergency office calls will be handled by DPSO from 0800- 1700 hours;
- Addison will answer non-emergency office calls if DPSO staffing needs cannot be met due to emergency or illness;
- DuPage County Sheriff's Office will provide a thirty (30) day notice of any changes in their capabilities to answer non-emergency office calls which might necessitate Addison taking part or all of the above listed hours.

0-2. DuPage County Sheriff's Office Equipment

DuPage County Sheriff's Office shall be responsible for procuring and maintaining, at its own cost, its mobile and portable radio equipment and repeaters for use by its personnel using the system, and any required enhancements shall be at DuPage County Sheriff's Office's cost.

0-3. DuPage County Sheriff's Office Services Fee

- (a) For the period of November 2, 2023 through May 1, 2024, the Service Fee payable by DuPage County Sheriff's Office shall be \$741,349.67 with payment to be made to Addison based on the following schedule:
- Payment for services from November 2, 2023- November 30, 2023 in the amount of \$123,558.28 by November 30, 2023
- The remainder of the balance, \$617,791.39 to be paid no later than January 31, 2024.

The agreement between Addison and the DuPage County Sheriff's Office will be for a six (6) month period from the initial date (November 2, 2023-May 1, 2024).

0-4: Addendum to Intergovernmental Agreement re Police Department Dispatch Services

A. Notwithstanding anything to the contrary contained in the Intergovernmental Agreement re Police Department Dispatch Services (the IGA), Paragraph 12 of the IGA shall be and is hereby amended in its entirety and shall hereafter be and read as follows:

12. **Dispatch Services Disruption or Failure.** If dispatch services are disrupted or fail for any reason, Addison shall notify the Member Municipality of such disruption as soon as practicable and shall inform it of the nature of the disruption or failure, if known, as well as the expected length of time before dispatching services are restored. Addison also shall notify the Member Municipality as soon as dispatching services are restored. Except as provided in Paragraph 16, the Member Municipality hereby waives and releases any and all claims or causes of action against Addison for costs, fees, claims or expenses incurred by the Member Municipality that arise out of or relate in any way to any such disruption or failure of dispatching services if those disruptions and/or failures are beyond Addison's control. In coordination with the ETSB, the Member Municipalities and Addison commit to use their best efforts to develop a contingency plan for complete loss (including backup) of police dispatching capabilities using alternative temporary means (e.g. portable radios, cellular phones, or other means) within 6 months from the date hereof.

B. Notwithstanding anything to the contrary contained in the Intergovernmental Agreement re Police Department Dispatch Services (the IGA), Paragraph 16 of the IGA shall be and is hereby amended in its entirety and shall hereafter be and read as follows:

16. **Hold Harmless and Indemnification.** Notwithstanding any other provision of this agreement, and to the extent allowed by law, each Member Municipality shall, and agrees to, indemnify Addison and its elected and appointed officials, attorneys, and employees, and hold them harmless from any claim, injury or loss, no matter how sustained allegedly, arising out of or related in any way to the provision of police services by that Member Municipality, or the use of, the misuse of, police dispatch information provide pursuant to this Agreement, except to the extent such is (A) determined to result from the gross negligence or willful misconduct of Addison, its elected officials, attorneys, or employees or (B) the failure of Addison to perform its obligations under this Agreement.

Notwithstanding any other provision of this Agreement, except for disruption or failure of dispatching services beyond Addison's control (Paragraph 12), Addison shall, and agrees to, indemnify each Member Municipality and its elected and appointed officials, attorneys, employees and agents, and hold them harmless from any claim, injury, or loss, no matter how sustained, allegedly arising out of or related in any way to the providing of police dispatching services as set forth in this Agreement.

0-5: Required Notice

If to the Village of Addison:
Village of Addison
ATTN: Village Manager
1 Friendship Plaza
Addison, Illinois 60101
TX: 630-543-4100
FAX: 630-543-5593

If to the DuPage County Sheriff's Office:
DuPage County Sheriff's Office
ATTN: DuPage County Sheriff
501 N. County Farm Road
Wheaton, Illinois 60187
TX: 630-407-2000
FAX: 630-407-2013

0-6: Conflict Between IGA and Revised Exhibit O

In the event of any conflict or inconsistency between the terms and conditions of the INTERGOVERNMENTAL AGREEMENT RE POLICE DEPARTMENT DISPATCH SERVICES ("IGA") and any terms or conditions set forth in this Revised Exhibit O, the terms and conditions set forth in this Revised Exhibit O shall prevail.

IN WITNESS WHEREOF, the Parties hereto have caused this Revised Exhibit O to be signed on the dates set forth below.

VILLAGE OF ADDISON

Richard Veenstra
Mayor

Date: _____

ATTEST:

Lucille Zucchero
Village Clerk

COUNTY OF DUPAGE

Deborah Conroy
Chair – DuPage County Board

Date: _____

ATTEST:

Jean Kaczmarek
County Clerk

JAMES MENDRICK
SHERIFF



EDMOND MOORE
UNDERSHERIFF

COUNTY OF DUPAGE

To: Honorable Lucy Chang Evans, Chair of the Judicial and Public Safety Committee
Members of the Judicial and Public Safety Committee

From: Deputy Chief Dan Bilodeau

Date: 10/19/2023

Re: ACDC Contract Extension/DUCOMM Switchover

Background:

In mid 2020 the Sheriff's Office began the process of dispatch consolidation with the Addison Consolidated Dispatch Center (ACDC). As it remains today, ACDC and DUCOMM are the only two consolidated dispatch centers in DuPage County. During the initial process ACDC was the far less expensive of the two options, so the Sheriff's Office contracted with ACDC and closed their own dispatch center.

During the initial negotiations with ACDC, multiple requests for operational services were made and agreed to but were never met. This included items such as our own independent radio frequency and use of badge numbers for dispatch. These were two aspects we had at the Sheriff's Office Dispatch Center that were only tentatively given up. We were also assured by the then director of ACDC, Delores Temes, that upon renewal the contract would not exceed a 3% increase per year.

I made contact with Director William Hayden in July of 2023 in an effort to begin renewal negotiations as the contract is due to expire at the end of October 2023. Shortly after the initial contact, the Village of Addison was subject to a ransomware attack that took several weeks to fully resolve. Based on this, representatives of ACDC were unable to meet with us to discuss the contract extension. After repeated requests on my part, an initial meeting was set for Tuesday August 29, 2023.

At this meeting we were presented with a contract renewal far exceeding the 3% increase, in fact the cost was more than doubled the previous contract. The first 3 years of the contract were all at \$863,692. The financial request for ACDC was for \$741,349.67 to get through April 30, 2024. This was to get the contract in sync with their budget year, not ours. Then the price jumped for the following year (May 1, 2024- April 30, 2025) to a total of \$1,609,163.84. The following year showed another significant increase to \$1,744,480.85 with no explanation for this significant cost increase. Additionally, all of our repeated requests to revisit our operational request were met with resistance. At the conclusion of the meeting, I requested a digital copy of the proposal so that we could ask questions and present changes. The proposed changes were sent back to ACDC on September 1, 2023 (see attached). There was no contact or acknowledgement of receipt of the document until I sent a follow-up email on September 12, 2023. Aside from an acknowledgement

JAMES MENDRICK
SHERIFF



EDMOND MOORE
UNDERSHERIFF

COUNTY OF DUPAGE

of the email and a statement of “We are still working on this and looking at some options. I will get back to you soon to try and set up a follow-up meeting,” to date there has been no follow-up.

As the contract with ACDC was set to expire, and there appeared to be no meaningful negotiations or interest in negotiation on the part of ACDC, DUCOMM was contacted to determine if there was a mutual interest in them providing dispatch services to the Sheriff's Office. An initial meeting was set for September 28th, 2023 with a follow-up meeting on October 12, 2023. It was determined that there would be mutual interest in moving dispatching services to DUCOMM. We discussed the possibility of moving as soon as December 1, 2023. During these two meetings both parties agreed there would be challenges with this timeline, but they could be overcome if needed.

On October 13, 2023 Deputy Chief Swanson and I met with DUCOMM Supervisors to discuss the possible move and operational challenges. We also discussed our requests for items, such as our own radio frequency and dispatch via badge numbers. There was mutual agreement on all aspects, including the understanding that some operational factors would have to be phased in over a short period of time.

As of the writing of this memo, multiple requests have been made to ACDC to inquire as to costs for short-term extensions to facilitate this move, and no response has been received. We have been assured by ETSB Director Linda Zerwin that ACDC cannot simply shut off dispatch services. It was also learned that ACDC sent out an email to their staff prior to any formal announcement that the Sheriff's Office was leaving ACDC for DUCOMM in December (see attached).

With some technical challenges taken into consideration, we are seeking an extension with ACDC until May 1, 2024. Undersheriff Moore has contacted Deputy Chief Selvik of Addison Police Department to request the cost associated with the extension. The cost will be the same as the initial term in the contract of \$741,349.67.

I realize that this extension request is coming near or after the expiration of the contract with ACDC, however it is due to their lack of responsiveness. We are putting forth every effort possible to bring this to a swift resolution.

If there are any questions, please feel free to contact me.

INTERGOVERNMENTAL AGREEMENT RE POLICE DEPARTMENT DISPATCH SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made this 2nd day of November, 2020 (the "Execution Date"), by and between the **VILLAGE OF ADDISON**, DuPage County, Illinois (herein referred to as "Addison"), and the Member Municipalities.

WITNESSETH:

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, under said Constitutional provision, participating units of local government may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, as amended (5 ILCS 220/1, et seq.) authorizes units of local government to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, for the purposes of this Agreement, the term "Member Municipalities" shall mean the governmental entities identified on the signature page of this agreement; and

WHEREAS, Addison and the Member Municipalities are Illinois units of local government; and

WHEREAS, Addison and the Member Municipalities currently provide police dispatching and other customer service support for their respective departments; and

WHEREAS, Addison and the Member Municipalities have determined that it would be in their best interests for Addison to provide police dispatch services for the Addison Police Department and for the police department of the Member Municipalities through a single dispatch center, namely the Addison Consolidated Dispatch Center (the "Center"), to create financial and operational efficiencies and work collaboratively in the DuPage region;

NOW, THEREFORE, pursuant to statutory authority and their powers of intergovernmental cooperation, it is agreed by and among the Member Municipalities as follows:

1. **Recitals Incorporated.** The foregoing recitals shall be and are hereby adopted as findings of fact as if said recitals were fully set forth within this Paragraph 1.

2. **Effective Date.** This Agreement shall become effective on the date first written above, and shall remain in effect unless terminated in accordance with the provisions of this Agreement.

3. **Addison Police Dispatching Services.** Addison through the Addison Police Department located at 3 Friendship Plaza, Addison, Illinois 60101, shall perform the following services in order to provide police dispatch services on a 24-hour basis seven (7) days a week and certain non-emergency customer services for both Addison and the Member Municipalities during non-business hours as set forth below:

- A. Accept and answer all Addison and the Member Municipalities 9-1-1 calls in order to dispatch police units;
- B. Monitor traffic on police radio frequencies;
- C. Have access to all recordings of all such communications;
- D. Relay Information received by such means to personnel of the appropriate Member Municipalities by means of voice, radio computer-aided dispatch (CAD) and mobile data communications;
- E. Monitor communications from and between a Member Municipality's respective on-duty personnel and relay messages as necessary;
- F. Accurately input and update calls for service information into the CAD system;
- G. Have access to all key holder information (hereinafter the "Confidentials"), cautions, medical alerts, etc (hereinafter "Special Contacts"). Each Member Municipality shall be responsible for providing Addison with all of the Confidentials and Special Contacts and shall be responsible for providing any and all updated information or new information regarding same to the Center;
- H. Activate and test on a monthly basis the hazardous weather notification system. However, either the Member Municipalities or Addison can cause an activation of the system in an emergency. The Member Municipalities shall be solely responsible for all maintenance and equipment costs of its hazardous weather notification system.
- I. Via closed circuit television (hereinafter "CCTV"), monitor the cameras mutually agreed to by the Member Municipalities. In the event a telecommunicator detects any incidents or suspicious activities via CCTV, said telecommunicator shall immediately notify the

Member Municipality's shift supervisor or officer in charge on duty, and shall remotely activate any mutually agree upon doors, as necessary. The Member Municipalities will be responsible for owning and maintaining the camera equipment, garage door equipment and connectivity between the Member Municipality's facilities and the Center. Member Municipalities are responsible for responding to all recording requests for all cameras.

- J. Timely provide recordings or copies of CAD, radio and telephone transmissions, LEADS audits or other documents when requested either by the Member Municipality, subpoena or FOIA, provided that all requests and required forms are promptly submitted to the Addison Police Department. The DuPage County Emergency Telephone System Board (hereinafter "ETSB") shall continue to be responsible for maintaining all recording equipment.
- K. Addison shall provide personalized customer services to each Member Municipality in accordance with the attached Member Municipality Exhibits, as now existing or hereafter amended.
- L. Operate the Law Enforcement Agency Data System (hereinafter "LEADS") including but not limited to entering all names, dates of birth, licenses, criminal histories, warrants, missing persons and lost or stolen property or mutually agreed upon entries. The Addison LEADS Agency Coordinator shall be responsible for all validations and for audits for all Member Municipalities, and the Member Municipalities shall use their best efforts to cooperate with Addison.

- M. The Member Municipalities agree during the term of this Agreement to continue operating under the mutually agreed upon DEDIRS. Addison will install and maintain all equipment necessary to operate on all existing radio frequencies and designated back-up radio frequencies located within the Center. No Member Municipality shall change its radio frequencies, except (i) by mutual consent of the Member Municipalities and Addison and (ii) subject to the consent of the ETSB. All DEDIRS airtime costs will be the responsibility of each Member Municipality if applicable and are not included in the Annual Service Fee.
- N. In fulfilling the dispatching requirements of this Agreement, Addison shall comply with all State and federal laws, rules, regulations, certifications and accreditation standards. Addison shall make reasonable attempts to comply with other applicable guidelines (e.g. ILEAS, APCO, ETSB and other relevant emergency services communications guidelines).
- O. Each Member Municipality shall have equal administrative access to information contained in the shared computer system pertaining to its community, and each Member Municipality shall have the right to change records data on said shared computer system pertaining to its community.
- P. Dispatch procedures and priorities shall follow the existing Addison policies which are incorporated into this Agreement by reference. These procedures may be amended from time to time by mutual agreement of the Member Municipalities.

Q. Addison shall disseminate a monthly report to Member Municipalities with key performance information, including previous month call volumes and other formula metrics for the Member Municipalities, staffing structure, technical updates, etc.

4. **Equipment.** Addison shall be responsible for acquiring all equipment necessary to provide the dispatching services. Addison shall own and operate all such equipment, except the Member Municipality's equipment as listed in the attached Member Municipality Exhibits of this Agreement, as now existing or hereafter amended. Addison shall be responsible for maintaining its equipment in a reasonable manner and shall provide appropriate primary back-up equipment in the event of a failure. All future upgrades to the dispatching equipment and software applications shall be the responsibility of Addison; provided, however, to the extent that a future upgrade would necessitate funding to be provided by the Member Municipalities in addition to the Service Fee, the future upgrade will only be implemented with the mutual consent of the Member Municipalities and Addison.

5. **Personnel.** Addison shall retain exclusive authority over the police dispatch services provided under this Agreement, including personnel. Addison shall be solely responsible for employment and training of telecommunicators. Addison shall have sole discretion in determining the number of telecommunicators to be employed at any given time. In order to properly provide dispatching services, however, each Member Municipality will provide input into the staffing determination, and their request for alteration, if any, will not be unreasonably ignored or denied. All telecommunicators shall be employees of the Village of Addison.

It is understood that Addison may hire additional telecommunicators as a result of this Agreement. In performing such hiring, Addison agrees to test a Member Municipality's current full-time telecommunicators who apply for employment as an Addison telecommunicator. However, final employment decisions shall be made solely by Addison.

At all times that this Agreement remains in effect, Addison shall maintain an adequate number of dispatch personnel utilizing the information from the Annual Reports (Paragraph 10) and APCO as a guideline. Addison telecommunicators shall utilize Addison's normal standards, procedures and information as necessary for the performance of their duties as telecommunicators.

6. Advisory Police Liaison Committee. There is hereby established an Advisory Police Liaison Committee ("Liaison Committee") for the purpose of reviewing and recommending modifications or improvements to the police dispatch services provided by Addison under this Agreement. The Liaison Committee shall consist of representatives from the Member Municipalities and Addison. The Member Municipalities and Addison shall each have one representative ("Liaison Officer") on this Committee. The Liaison Officer shall be the Police Chief or his/her designee.

The terms of the Liaison Officers shall begin when the agreement is executed by the respective governing boards and shall not expire until successors are appointed. Any vacancy in the office of Liaison Officer shall be filled by an appointment by the Member Municipality or Addison, as appropriate. Each Liaison Officer shall have one vote on the Liaison Committee.

Any Member Municipality or Addison may appoint an Alternate Liaison Officer who may attend any meeting of the Committee in the absence of the Liaison Officer or if there is a

vacancy in the position of Liaison Officer. A person serving as an Alternate Liaison Officer shall serve until a successor Alternate Liaison Officer is appointed.

The Liaison Committee shall have the following duties and responsibilities with respect to the police dispatch services provided under this Agreement:

- A. To meet not less than monthly or as needed and review the quality of police dispatch services being provided by the Center;
- B. To recommend revised or supplementary procedures for the operation and maintenance of the dispatch services, as well as equipment replacement or other capital expenditures to enhance the police dispatch services being provided; and
- C. To provide a forum to address concerns with respect to the operation of the police dispatch services, and the implementation of this Agreement.

A special meeting of the Liaison Committee may be called by any two Liaison Officers upon 48 hours written notice, together with the agenda for the special meeting.

The chairperson of the Committee meeting shall rotate among Liaison Officers of Addison and the Member Municipalities on a yearly basis.

7. **Advisory Executive Officer Committee.** There is hereby established an Advisory Executive Officer Committee ("Executive Committee") for the purpose of reviewing the operational, financial and overall effectiveness of police dispatch services provided by Addison under this Agreement. The Executive Committee shall consist of representatives from the Member Municipalities and Addison. The Member Municipalities and Addison shall each have one representative ("Executive Officer") on this Committee. The Executive Officer shall be the City Manager/City Administrator, Village Manager/Village Administrator or his/her designee.

There shall be one Executive Officer for Addison and each Member Municipality. The terms of the first Executive Officers shall begin when the agreement is executed by the respective governing boards and shall serve until their successors are appointed. Any vacancy in the office of Executive Officer shall be filled by appointment by the Member Municipality or Addison as appropriate.

Any Member Municipality or Addison may appoint an Alternate Executive Officer who may attend any meeting of the Advisory Executive Officer Committee in the absence of the Executive Officer or if there is a vacancy in the position of Executive Officer. A person serving as an Alternate Executive Officer shall serve until a successor Alternate Executive Officer is appointed.

The Advisory Executive Officer Committee shall have the following duties and responsibilities with respect to the police dispatch services provided under this Agreement:

- A. To meet not less than twice annually and review the financial reports, the capital program, and other matters which are germane to the financing of the police dispatch services. The Executive Officers shall promptly submit written minutes of the meeting to their respective corporate authorities.
- B. To recommend revised or supplementary procedures, methods of payment, use of funds restricted for Center equipment replacement, service charges, and capital expenditures relating to the provision of police dispatch services by the Center.
- C. To provide a forum to address concerns with respect to the operation and the implementation of this Agreement if not otherwise satisfactorily addressed by the Advisory Police Liaison Committee.

- D. By majority approval of the Executive Officers, to authorize New Members to join under this Agreement for police dispatch services which approval shall not be unreasonably withheld or delayed; provided, however, any New Member applicant must first agree to accept the full text of this Agreement without further amendment (except for the new Member's Exhibit with respect to services, fees, etc.).

A special meeting may be called by any two Executive Officers upon 48 hours written notice, together with the agenda for the special meeting.

The chairperson of the Committee meeting shall rotate among the Executive Officers of Addison and the Member Municipalities on a yearly basis.

8. **Complaint Resolution.** The Member Municipality's police supervisor shall contact the on-duty Addison Dispatch Supervisor at the Center to discuss an immediate issue or request concerning a telecommunicator or dispatch situation. If the Addison Dispatch Supervisor is not on duty and there is an emergency/exigent need, the Member Municipality's Police Supervisor shall direct his/her request to the on-duty Addison Police Supervisor. The Addison Police Supervisor may authorize contacting the off-duty Addison Dispatch Supervisor.

If there is a citizen, officer, or department complaint on a telecommunicator's performance in responding to a police call for a Member Municipality, the complaint will be directed to the Member Municipality's Deputy Chief, or in the absence of a Deputy Chief, the Police Chief for his/her review and consideration of forwarding the complaint to the Addison Dispatch Supervisor for review or further action. The complaint and the Deputy Chief's or Chief's review will be forwarded to the Addison Dispatch Supervisor in writing, if appropriate.

The final disposition of any complaint received and reviewed by the supervisor will be forwarded to the appropriate Member Municipality's Liaison Officer.

It is expected that the majority of interaction and communications between the police departments will begin at the supervisor level and then proceed up the chain of command and to the Advisory Police Liaison Committee, if necessary.

Complaints or concerns from Addison personnel involving a Member Municipality's employee's actions or performance will be directed to the Addison Dispatch Supervisor and forwarded to the appropriate Member Municipality Supervisor for follow-up. The final disposition of any complaint/concern received and reviewed by the Member Municipality's Supervisor will be forwarded to the Addison Dispatch Supervisor.

9. **Annual Service Fees.** Dispatch services shall be provided to a Member Municipality by Addison for and in consideration of payment of the Annual Service Fee in the amount set forth in the attached Member Municipality Exhibits, as now existing or hereafter amended. The Annual Service Fee shall be utilized in such manner as may be determined by Addison to be necessary for the efficient provision of police dispatch services, which may include:

- Salaries
- Sick, holiday and vacation pay
- Overtime
- Medical Insurance
- Life Insurance
- Payroll taxes
- Retirement plan contributions
- Liability insurance

Worker's compensation
Unemployment compensation
Uniforms
Office supplies
Dues and subscriptions
Training and education
Telecommunications
Postage
Office equipment
Computer equipment/amortization
Equipment repair and maintenance
Recruitment costs
Overhead allocation
Equipment Replacement
Information Services
Technology

10. **Annual Reports.** After January 1 of each calendar year, each Member Municipality shall supply Addison with the agency's prior year's number of traffic stops. Addison will prepare an annual report with a summary of each members prior years statistical data for call volume including traffic stops, calls for service (hereinafter "CFS"), and other requested information. The reports with respect to the prior year's call volume shall be utilized by Addison to prepare a proposed budget for the computation of new Annual Service Fees after the initial term of this Agreement.

11. **Timely Payment of Costs.** The Member Municipalities recognize and agree that the timely payment of the Annual Service Fee associated with the police dispatch Center is critical to the provision of police dispatch services under this Agreement.

- A. Each Member Municipality shall pay one-half of its Annual Service Fee on or before June 30 of each year and one half of its Annual Service Fee on or before December 31 of each year. Late payments shall bear interest at the rate of one percent (1%) per month or the maximum allowed by law, whichever is less.
- B. A Member Municipality may, for good cause, make a payment to Addison under protest. In such event, Addison and the Member Municipality shall engage in good faith discussions to resolve the dispute for a period of thirty (30) days (the "Protest Resolution Period") after the payment under protest has been made. If only a portion of the payment is subject to protest, the discussions during the Protest Resolution Period shall be limited to the particular portion of the payment in dispute. If no agreement is reached at the conclusion of the Protest Resolution Period, either Addison or the Member Municipality may thereafter pursue any available legal remedies, whether in law or in equity, to determine the validity of the Member Municipality's payment under protest claim.
- C. In the event that a Member Municipality fails to either (i) make timely payment of its Annual Service Fee or (ii) make timely payment of its Annual Service Fee under protest, Addison may initiate collection proceedings to recover the payment. If collection proceedings are instituted, the Member Municipality shall also be liable for Addison's reasonable attorneys' fees and costs incurred with respect to collection of the delinquent payments.

- D. All payments shall be made to the Village of Addison which will deposit the payments received into its General Fund under a separate revenue line item entitled "Police Dispatch Center Fees."

12. **Dispatch Services Disruption or Failure.** If dispatch services are disrupted or fail for any reason, Addison shall notify the Member Municipality of such disruption as soon as practicable and shall inform it of the nature of the disruption or failure, if known, as well as the expected length of time before dispatching services are restored. Addison also shall notify the Member Municipality as soon as dispatching services are restored. Except as provided in Paragraph 16, the Member Municipality hereby waives and releases any and all claims or causes of action against Addison for costs, fees, claims or expenses incurred by the Member Municipality that arise out of or relate in any way to any such disruption or failure of dispatching services. In coordination with ETSB, the Member Municipalities and Addison commit to use their best efforts to develop a contingency plan for complete loss (including backup) of police dispatching capabilities using alternative temporary means (e.g. portable radios, cellular phones, or other means) within 6 months from the date hereof.

13. **No Obligation to Respond.** Nothing in this Agreement is intended, and shall not be construed, to require Addison to respond to calls or provide law enforcement services for events that occur outside of Addison. Notwithstanding the foregoing, Addison will render assistance in accordance with State statutes and all other mutual aid agreements currently in place. Nothing in this Agreement is intended, and shall not be construed, to require the Member Municipality to respond to calls or provide law enforcement services for events that occur in Addison. Notwithstanding the foregoing, each Member Municipality will render

assistance in accordance with State statutes and all other mutual aid agreements currently in place.

14. Term. Subject to early termination under Paragraph 15, the Term of this Agreement shall be from the execution date through the expiration date set forth on the respective Member Municipality Exhibit, as now existing or hereafter amended. After the initial term, the Agreement may be extended for one or more subsequent terms upon mutual agreement of Addison and the Member Municipality.

15. Termination. Any Member Municipality may terminate its membership by providing at least three hundred sixty-five (365) days written notice to Addison. Additionally, Addison may terminate the membership of a Member Municipality upon that Member Municipality's failure to make the required payments pursuant to Paragraphs 9 or 11 of this Agreement within sixty (60) days after written notice to the Member Municipality of the overdue amount, and Addison may terminate the membership of a Membership Municipality upon default of this Agreement by the Member Municipality after notice is provided with a time to cure as set forth in Paragraph 24 hereof.

16. Hold Harmless and Indemnification. Notwithstanding any other provision of this Agreement, each Member Municipality shall, and agrees to, Indemnify Addison and its elected and appointed officials, attorneys, employees, and hold them harmless from any claim, injury, or loss, no matter how sustained allegedly, arising out of or related in any way to the provision of police services by that Member Municipality, or the use of, the misuse of, police dispatch information provided pursuant to this Agreement.

Notwithstanding any other provision of this Agreement, except for disruption or failure of dispatching services (Paragraph 12), Addison shall, and agrees to, indemnify each Member Municipality and its elected and appointed officials, attorneys, employees and agents, and hold them harmless from any claim, injury, or loss, no matter how sustained, allegedly arising out of or related in any way to the providing of police dispatching services as set forth in this Agreement.

17. **Independent Contractor.** The Member Municipalities agree that Addison shall be an independent contractor and shall not be an employee, agent or servant of any Member Municipality. Unless approved by the Member Municipalities in writing, the dispatch function shall not be subcontracted by Addison to a third party.

18. **Maintenance of Radio System.** Addison agrees to maintain the base radio system at Addison as it exists at the execution of this Agreement, and to make improvements to said base station system as approved by Addison and the Member Municipalities and/or as required by the rules and regulations of the DuPage ETSB and/or the Federal Communications Commission (FCC).

19. **Notices.** All notices desired or required to be given hereunder shall be given in writing at the address set forth in Exhibit C, as now existing or hereafter amended, by any of the following means: (i) personal service; (ii) overnight courier; or (iii) registered or certified first class mail, postage prepaid, return receipt requested. The Member Municipalities, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand, or request sent pursuant to clause (i) shall be deemed received upon such personal

service. Any notice, demand or request sent pursuant to clause (ii) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (iii) shall be deemed received forty eight (48) hours following deposit in the mail.

20. New Members. In the event that a New Member applicant requests that the text of this Agreement be amended, the New Member may only be allowed to join under this Agreement subject to the concurrence of the corporate authorities of Addison and the Member Municipalities. In the event that the New Member applicant accepts the text of this Agreement without modification or amendment, the application for membership shall be subject to the review and approval of the Executive Committee, as set forth in Paragraph 7.D hereof.

A New Member may be required to make a separate payment at the time of entering into this Agreement in order to compensate for the prior investment by other Member Municipalities and Addison in equipment, other capital expenditures, and administrative staff time, etc. The terms of permitting a New Member to participate in police dispatch services under this Agreement shall be set forth in a Member Municipality Exhibit for the New Member, which shall not take effect, however, until approved by the Member Municipalities and Addison.

21. Entire Agreement. This Agreement contains the entire agreement of Addison and the Member Municipalities relating to the subject matter hereof, and except as provided herein, may not be modified or amended except by written agreement of the Member Municipalities.

22. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Illinois, and venue shall lie in the Circuit Court of the Eighteenth Judicial Circuit, County of DuPage.

23. **Severability.** If any part of this Agreement shall be held invalid for any reason, the remainder of this agreement shall remain valid to the maximum extent possible.

24. **Default.** In the event of a default by Addison or a Member Municipality of any term, provision or obligation of this Agreement, the non-defaulting municipality shall serve written notice of the default, specifying the nature thereof, to the defaulting municipality. The defaulting municipality shall have thirty (30) days after its receipt of such notice to cure said default, or it shall be in breach of this Agreement.

25. **Definitions.** As used in this Agreement, the following terms shall have the meaning hereinafter ascribed to them.

- A. "Key Holder" shall mean an upper level employee who possesses a key to a business, school, etc. that the police or alarm company will call to unlock the building after an alarm, or for a premise check.
- B. "Special Contacts" shall mean persons with special needs (medical issues, cautions, etc.) that first responders need to be aware of if responding to the residence, or arranging evacuations, etc.
- C. "DEDIRS" is an acronym for Emergency DuPage Interoperable Radio System, also known as the StarCom 21 Radio System, a digital trunked system used in DuPage County.

- D. "LEADS" is an acronym for Law Enforcement Agencies Data System, a database of stolen, missing and/or wanted people and articles commonly used by police.
- E. "ILEAS" is an acronym for the Illinois Law Enforcement Alarm System, an Illinois mutual aid organization aid organization for police.
- F. "APCO" is an acronym for Association of Public-Safety Communications Officials, an organization committed to providing complete public safety communications, expertise, professional development, technical assistance, advocacy and outreach to benefit members and the public.

26. **No Power to Bind.** By entering into this Agreement, neither Addison nor a Member Municipality shall have the right to bind or obligate the other municipality, by contract or otherwise, except as may be expressly set forth in this Agreement.

IN WITNESS WHEREOF, Addison and the Member Municipality hereto have executed
this Agreement on the date herein above written.

VILLAGE OF ADDISON

ATTEST:

Signature on file

Lucille Zucchero, Village Clerk

Signature on file

Richard Veenstra, Mayor

DuPage County Sheriff's Office

ATTEST:

Signature on file

James Mendrick, DuPage County Sheriff

Signature on file

Daniel Cronin, DuPage County Chairman



Finance Resolution

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

File #: FI-R-0002-24

Agenda Date: 12/5/2023

Agenda #: 6.B.

AUTHORIZATION TO TRANSFER
\$1,800,000 IN BUDGET
TO GENERAL FUND SPECIAL ACCOUNTS
FOR FISCAL YEAR 2023

WHEREAS, appropriations for the GENERAL FUND for Fiscal Year 2023 were adopted by the County Board pursuant to Ordinance FI-O-0059-22; and

WHEREAS, to coordinate the replacement of security cameras throughout the 501 Building, the GENERAL FUND SPECIAL ACCOUNTS is in need of additional budget to accommodate said equipment purchases; and

WHEREAS, the amount necessary to accommodate said equipment purchases is \$1,800,000 (ONE MILLION, EIGHT HUNDRED THOUSAND, AND NO/100 DOLLARS); and

WHEREAS, there is sufficient unappropriated budget in the GENERAL FUND - COMPANY 1000, ACCOUNTING UNIT 1180, ACCOUNT 53828 (Contingencies) to support a budget transfer in the amount of \$1,800,000 (ONE MILLION, EIGHT HUNDRED THOUSAND, AND NO/100 DOLLARS); and

WHEREAS, there is a need to provide a budget transfer in the amount of \$1,800,000 (ONE MILLION, EIGHT HUNDRED THOUSAND, AND NO/100 DOLLARS) from 1000-1180-53828 (Contingencies) to 1000-1180-57060-0100 (Transfer Out County Infrastructure).

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board that a budget transfer in an amount up to, but not to exceed \$1,800,000 (ONE MILLION, EIGHT HUNDRED THOUSAND, AND NO/100 DOLLARS) in one or more transfers; and

BE IT FURTHER RESOLVED by the DuPage County Board that the said transfers may be made relative to the period of December 1, 2022 to November 30, 2023.

Enacted and approved this 12th day of December, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



Finance Resolution

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

File #: FI-R-0003-24

Agenda Date: 12/5/2023

Agenda #: 6.C.

AUTHORIZATION TO TRANSFER
\$22,500 IN BUDGET
TO GENERAL FUND SPECIAL ACCOUNTS
FOR FISCAL YEAR 2023

WHEREAS, appropriations for the GENERAL FUND for Fiscal Year 2023 were adopted by the County Board pursuant to Ordinance FI-O-0059-22; and

WHEREAS, to purchase and install mobile vehicle scales used to enforce County highway weight restrictions, the GENERAL FUND SPECIAL ACCOUNTS is in need of additional budget to accommodate said equipment purchases; and

WHEREAS, the amount necessary to accommodate said equipment purchases is \$22,500 (TWENTY-TWO THOUSAND, FIVE HUNDRED, AND NO/100 DOLLARS); and

WHEREAS, there is sufficient unappropriated budget in the GENERAL FUND - COMPANY 1000, ACCOUNTING UNIT 1180, ACCOUNT 53828 (Contingencies) to support a budget transfer in the amount of \$22,500 (TWENTY-TWO THOUSAND, FIVE HUNDRED, AND NO/100 DOLLARS); and

WHEREAS, there is a need to provide a budget transfer in the amount of \$22,500 (TWENTY-TWO THOUSAND, FIVE HUNDRED, AND NO/100 DOLLARS) from 1000-1180-53828 (Contingencies) to 1000-1180-57060-0100 (Transfer Out County Infrastructure).

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board that a budget transfer in an amount up to, but not to exceed \$22,500 (TWENTY-TWO THOUSAND, FIVE HUNDRED, AND NO/100 DOLLARS) in one or more transfers; and

BE IT FURTHER RESOLVED by the DuPage County Board that the said transfers may be made relative to the period of December 1, 2022 to November 30, 2023.

Enacted and approved this 12th day of December, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



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

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

File #: JPS-P-0001-24

Agenda Date: 12/5/2023

Agenda #: 7.A.

AWARDING RESOLUTION ISSUED TO
HEARTLAND BUSINESS SYSTEMS
FOR A NEW SURVEILLANCE CAMERA SYSTEM
FOR THE SHERIFF'S OFFICE
(CONTRACT TOTAL AMOUNT \$1,690,852.75)

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

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Heartland Business Systems, for a new surveillance camera system for the period of December 13, 2023 through December 12, 2026, for the Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED, that said contract is for a new surveillance camera system, for the period of December 13, 2023 through December 12, 2026 for the Sheriff's Office per 320518v5/TIPS contract # 220105, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Heartland Business Systems, 5400 Patton Drive, Suite 4B, Lisle, IL 60532, for a contract total amount of \$1,690,852.75.

Enacted and approved this 12th day of December, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

Statement of Work

DuPage County Sheriff

Verkada Video Surveillance

SOW Prepared By:

Mike Carroll

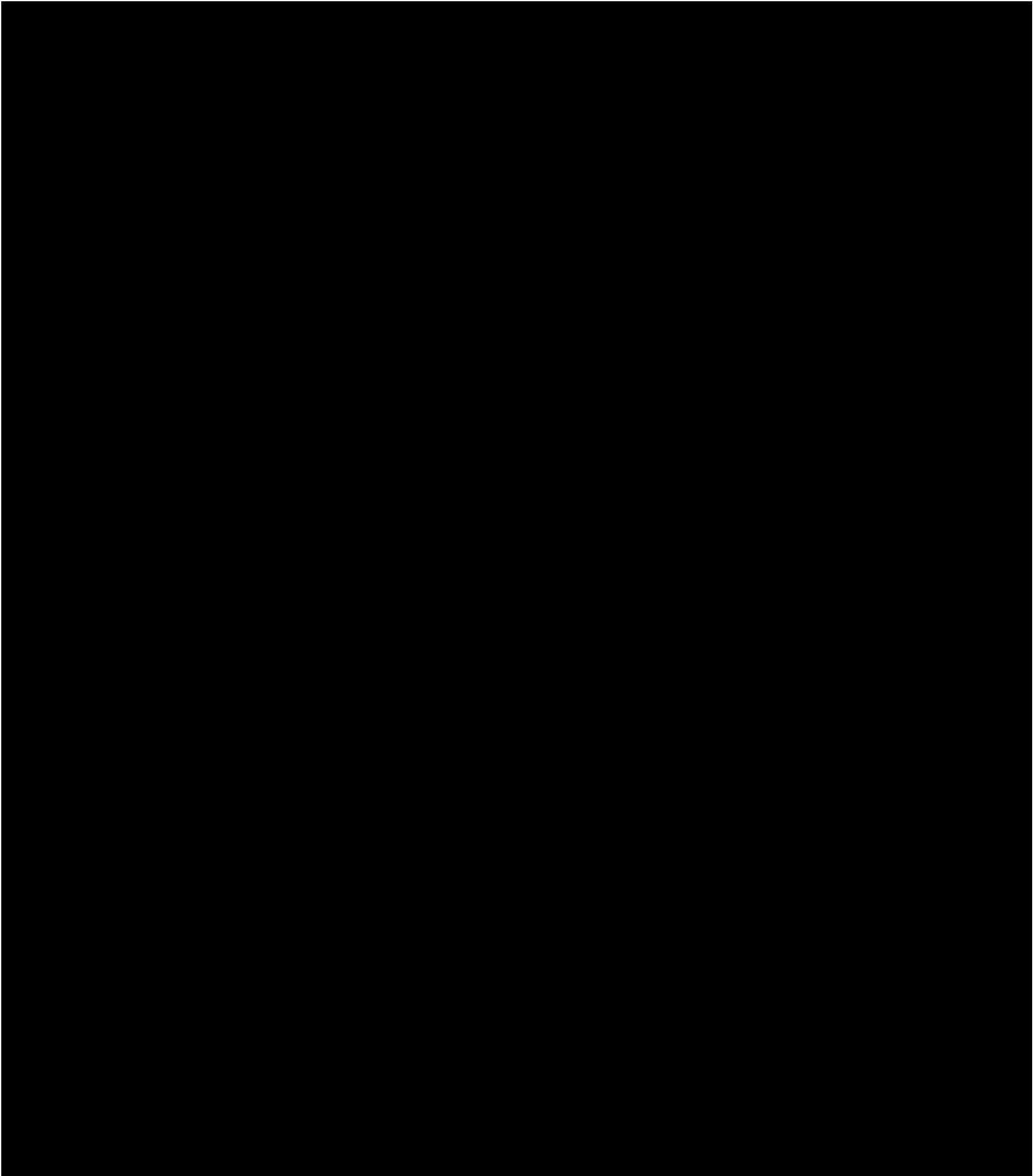
Solution Consultant
Heartland Business Systems, LLC
Phone: (608) 444-7994
mcarroll@hbs.net

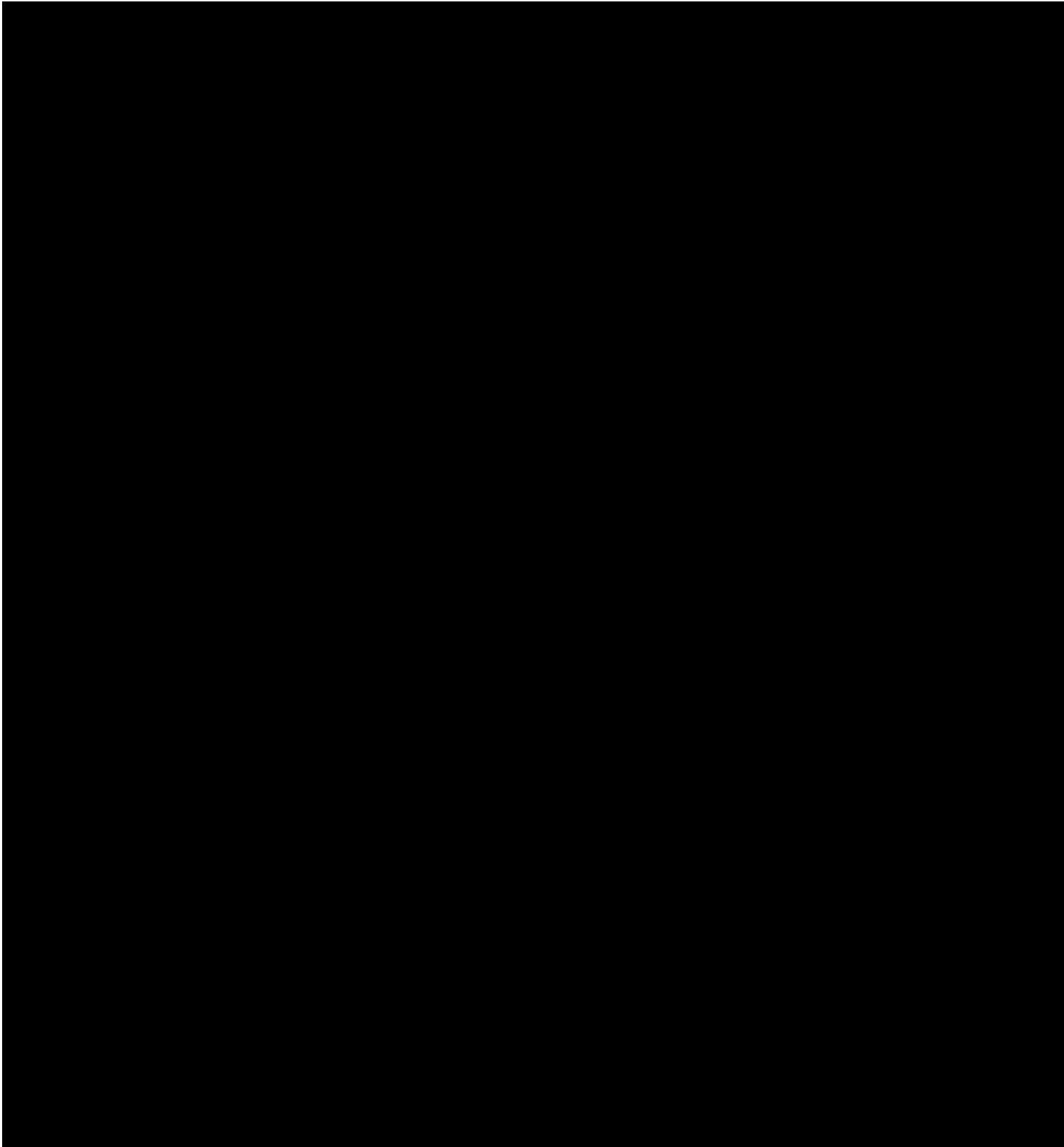
Benjamin A. Funcke

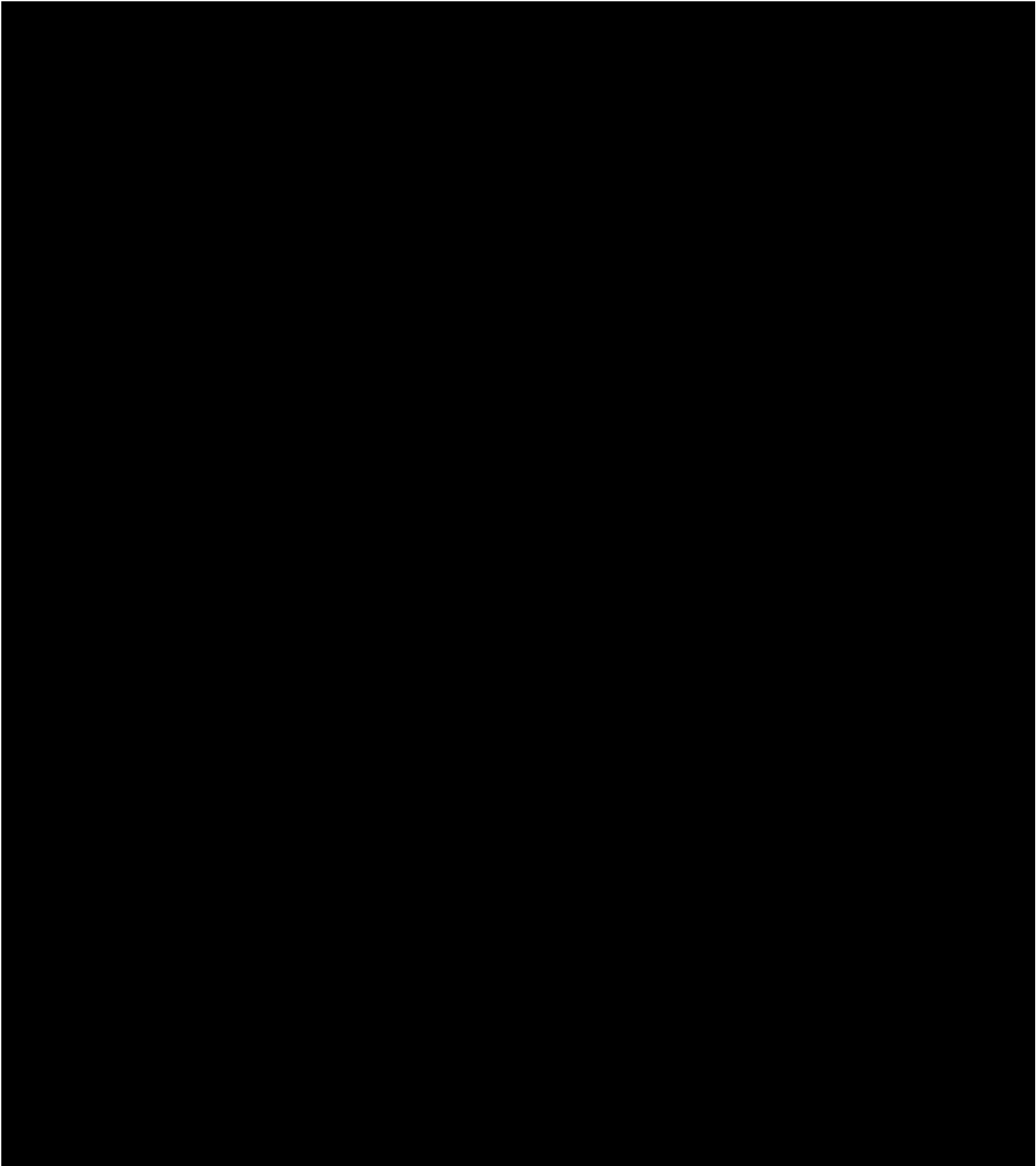
Physical Security Design Engineer
Heartland Business Systems, LLC
Phone: (920) 415-5558
bfuncke@hbs.net

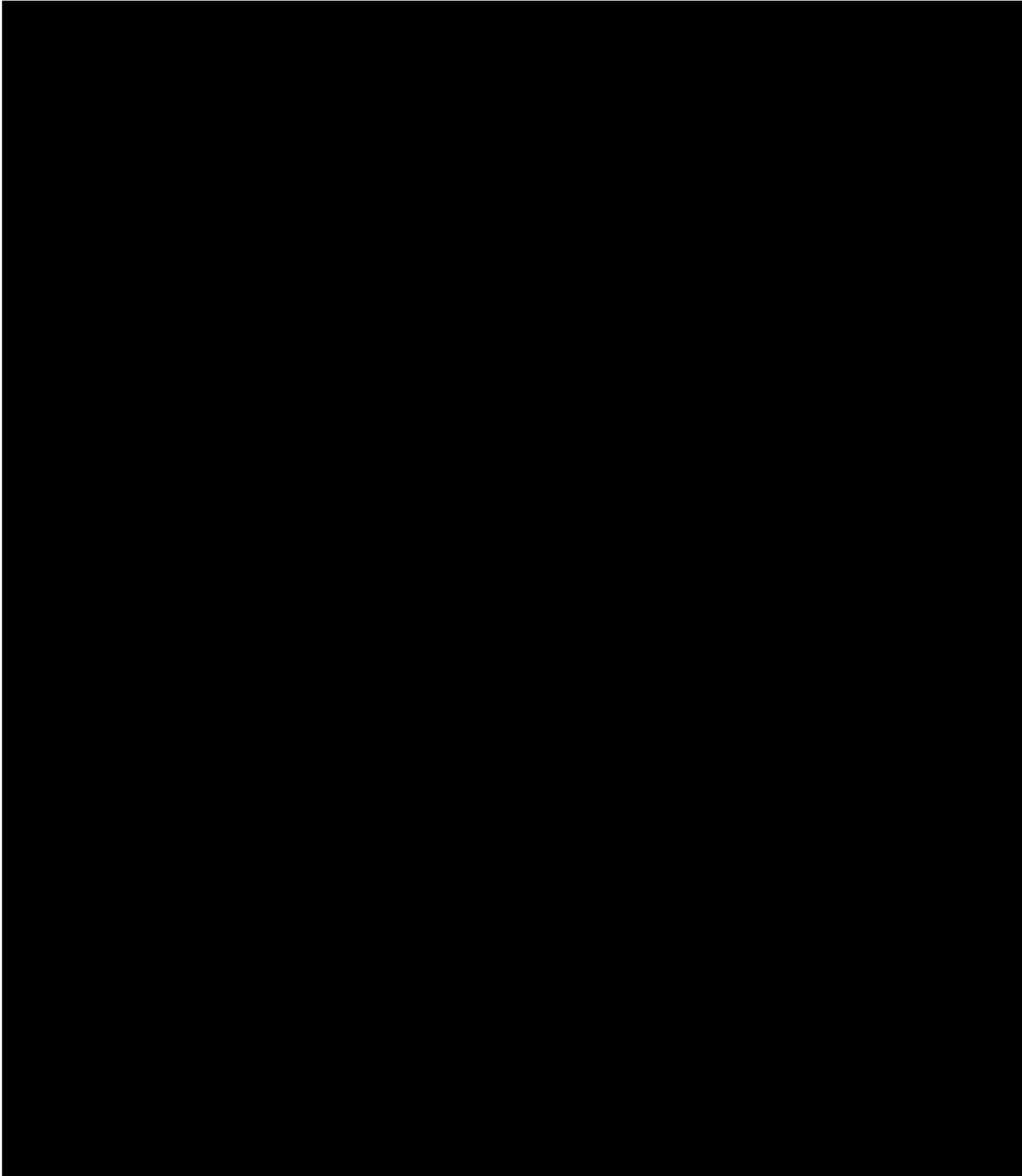
Steve Elliot

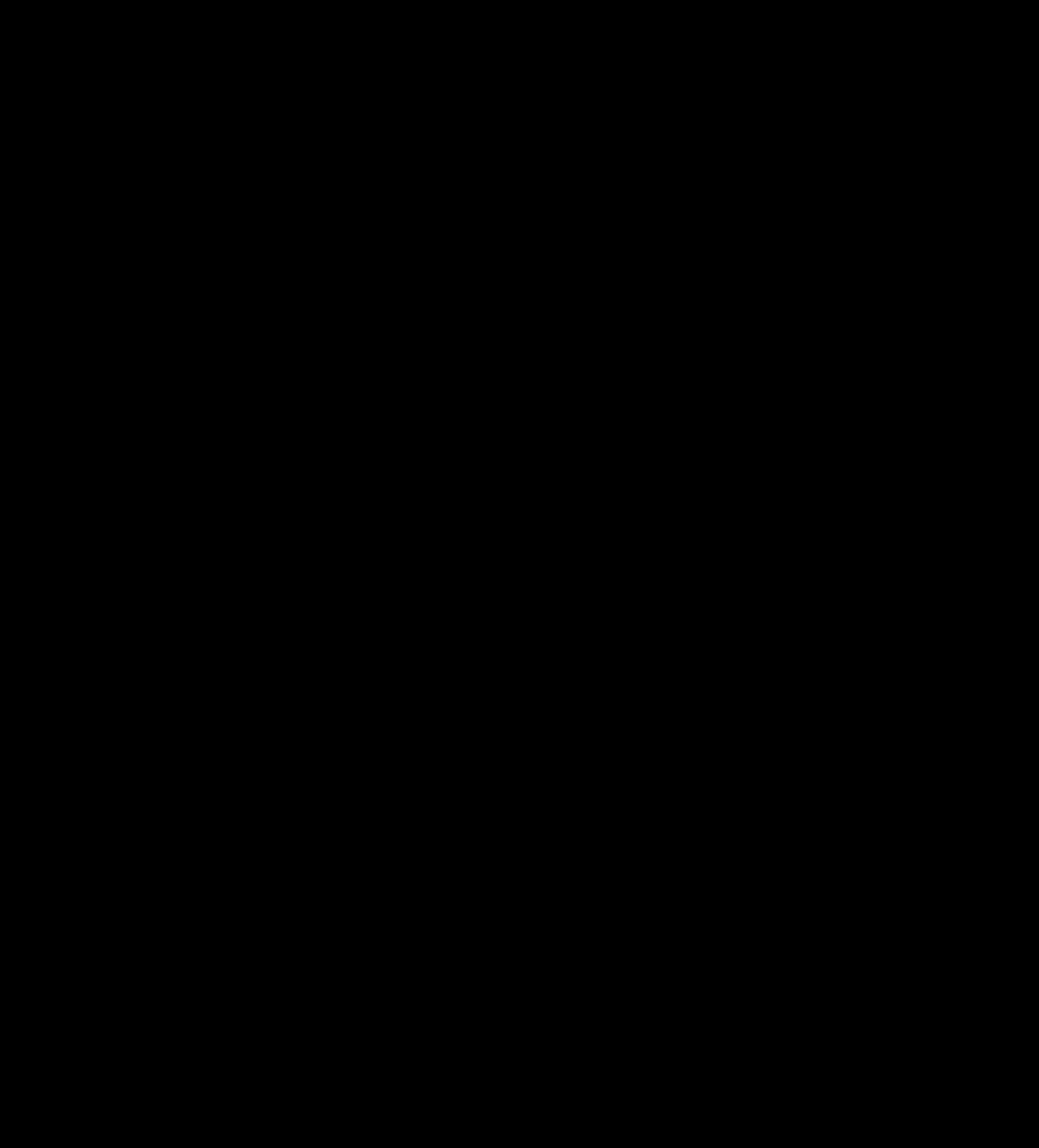
Project Manager
Heartland Business Systems, LLC
Phone: (920) 687-4129
selliot@hbs.net

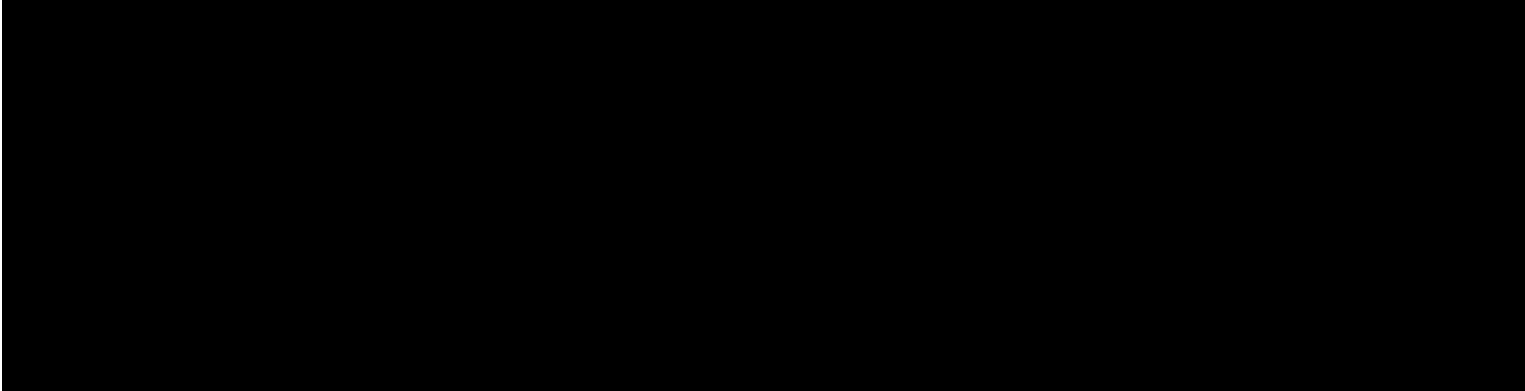












DCSheriff Verkada System

Quote #320518 v6

Prepared For:

DuPage County Sheriff
Jason Snow
501 N. County Farm Road
Wheaton, IL 60187

P: (630) 407-2072

E: jason.snow@DuPageSheriff.org

Prepared By:

Chicago Illinois Office
Mike Carroll
5400 Patton Drive Suite 4B
Lisle, IL 60532

P: 608-444-7994

E: mcarroll@hbs.net

Date Issued:

11.16.2023

Expires:

11.30.2023

Surveillance		Price	Qty	Ext. Price
TIPS Contract #220105				
Interior				
CD42-256E-HW	IP Camera - Verkada - 5MP - Fixed-Lens-Dome - WDR - IR - Vandal - Analytic - 30-Day	\$812.02	39	\$31,668.78
CD42-256E-HW	IP Camera - Verkada - 5MP - Fixed-Lens-Dome - WDR - IR - Vandal - Analytic - 30-Day	\$812.02	14	\$11,368.28
CD42-512E-HW	IP Camera - Verkada - 5MP - Fixed-Lens-Dome - WDR - IR - Vandal - Analytic - 60-Day	\$1,082.92	123	\$133,199.16
CD42-512E-HW	IP Camera - Verkada - 5MP - Fixed-Lens-Dome - WDR - IR - Vandal - Analytic - 60-Day	\$1,082.92	18	\$19,492.56
CD52-256E-HW	IP Camera - Verkada - 5MP - Vari-Focal-Dome - WDR - IR - Vandal - Analytic - 30-Day	\$947.47	13	\$12,317.11
CD52-256E-HW	IP Camera - Verkada - 5MP - Vari-Focal-Dome - WDR - IR - Vandal - Analytic - 30-Day	\$947.47	3	\$2,842.41
CD52-512E-HW	IP Camera - Verkada - 5MP - Vari-Focal-Dome - WDR - IR - Vandal - Analytic - 60-Day	\$1,218.37	101	\$123,055.37
CD52-512E-HW	IP Camera - Verkada - 5MP - Vari-Focal-Dome - WDR - IR - Vandal - Analytic - 60-Day	\$1,218.37	5	\$6,091.85
CD62-30E-HW	IP Camera - Verkada - 4K - Vari-Focal-Dome - WDR - IR - Vandal - Analytic - 30-Day	\$1,150.65	1	\$1,150.65
CD62-60E-HW	IP Camera - Verkada - 4K - Vari-Focal-Dome - WDR - IR - Vandal - Analytic - 60-Day	\$1,760.17	16	\$28,162.72
CD62-60E-HW	IP Camera - Verkada - 4K - Vari-Focal-Dome - WDR - IR - Vandal - Analytic - 60-Day	\$1,760.17	5	\$8,800.85
CF81-30E-HW	IP Camera - Verkada - 12MP - Fisheye - WDR - IR - Vandal - Analytic - 30-Day	\$1,353.82	8	\$10,830.56
CF81-30E-HW	IP Camera - Verkada - 12MP - Fisheye - WDR - IR - Vandal - Analytic - 30-Day	\$1,353.82	1	\$1,353.82
CF81-60E-HW	IP Camera - Verkada - 12MP - Fisheye - WDR - IR - Vandal - Analytic - 60-Day	\$1,827.89	105	\$191,928.45
CF81-60E-HW	IP Camera - Verkada - 12MP - Fisheye - WDR - IR - Vandal - Analytic - 60-Day	\$1,827.89	26	\$47,525.14
Exterior				
CB62-1TBTE-HW	IP Camera - Verkada - 4K - Telephoto-Vari-Focal-Bullet - WDR - IR - Vandal - Analytic - 60-Day	\$1,827.89	5	\$9,139.45
CD52-256E-HW	IP Camera - Verkada - 5MP - Vari-Focal-Dome - WDR - IR - Vandal - Analytic - 30-Day	\$947.47	4	\$3,789.88
CD62-30E-HW	IP Camera - Verkada - 4K - Vari-Focal-Dome - WDR - IR - Vandal - Analytic - 30-Day	\$1,150.65	10	\$11,506.50

Surveillance		Price	Qty	Ext. Price
CF81-60E-HW	IP Camera - Verkada - 12MP - Fisheye - WDR - IR - Vandal - Analytic - 60-Day	\$1,827.89	3	\$5,483.67
CH52-1TBE-HW	IP Camera - Verkada - Exterior - 4x5MP - Vari-Focal Dome - WDR - IR - Vandal - Analytic	\$2,437.42	4	\$9,749.68
VX52-HW	Viewing Station	\$337.95	30	\$10,138.50
5026-401	IP Camera Accessory - POE Over COAX Module	\$424.10	11	\$4,665.10
5026-431	IP Camera Accessory - POE Over COAX Module - DIN Rail Clip	\$16.99	11	\$186.89
ACC-MNT-2	IP Camera Accessory - Verkada - Mount - Wall Arm	\$60.28	14	\$843.92
ACC-MNT-7	IP Camera Accessory - Verkada - Mount - Angle Mount	\$100.91	47	\$4,742.77
ACC-MNT-7	IP Camera Accessory - Verkada - Mount - Angle Mount	\$100.91	23	\$2,320.93
ACC-MNT-8	IP Camera Accessory - Verkada - Mount - Pendant Cap	\$46.73	18	\$841.14
ACC-POE-60W	IP Camera Accessory - Verkada - POE Injector - 60W	\$100.91	4	\$403.64
ACC-MNT-11	IP Camera Accessory - Verkada - Mount - Square Junction Box	\$60.28	5	\$301.40
5507-271	IP Camera Accessory - AXIS - Telescopic-Parapet	\$292.77	4	\$1,171.08
SBP-HCFW	IP Camera Accessory - Hanwha - Telescopic-Parapet Accessory - 1.5" NPT Female to Female Coupler - White	\$7.46	4	\$29.84
LIC-VX-3Y	License - Viewing Station - 3 Year	\$879.75	30	\$26,392.50
LIC-3Y	License - Camera - 3 Year	\$371.81	425	\$158,019.25
LIC-3Y	License - Camera - 3 Year	\$371.81	75	\$27,885.75
LIC-CH52-5Y	License - Camera - 3 Year	\$1,116.78	4	\$4,467.12
UN874034114/10	Cable - Plenum - CAT6 - Yellow - 1000ft.	\$274.07	114	\$31,243.98
760207274	Patch Panel - Modular - 24 Port	\$60.90	23	\$1,400.70
760254710	Modular - Surface Box - Ivory - 1 port	\$2.96	534	\$1,580.64
760237783	Data Jack - Insert - Yellow	\$6.35	1068	\$6,781.80
UC1BBB2-09F001	Uniprise Category 6 U/UTP Patch Cord, RJ45 to RJ45, 4-pair, yellow jacket, 1 foot	\$7.10	534	\$3,791.40
UC1BBB2-09F007	Uniprise Category 6 U/UTP Patch Cord, RJ45 to RJ45, 4-pair, yellow jacket, 7 feet	\$8.89	534	\$4,747.26
HBS-MISC-CABLING	Miscellaneous Expenses - Labels - Hardware - Fittings - Wiremold - Conduit - Etc.	\$40,250.00	1	\$40,250.00
Subtotal				\$1,001,662.50
Services		Price	Qty	Ext. Price
HBS-TM-LABOR	HBS Labor Estimate	\$689,190.25	1	\$689,190.25
Subtotal				\$689,190.25

Quote Summary		Amount
Surveillance		\$1,001,662.50
Services		\$689,190.25
Total:		\$1,690,852.75

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns, cancellations or order changes are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. Customer may issue a purchase order for administrative purposes only. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2020.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at <https://www.hbs.net/End-User-Agreements>. Any purchase that customer makes is also governed by the applicable end user terms and conditions, which are incorporated herein by reference. If customer has questions about whether end user terms and conditions apply to a purchase, customer shall contact HBS. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. Customer shall ensure that all invoices are timely paid as stated in Section 2 of the ST&Cs, regardless of whether Customer has a financing or leasing company or other third-party issue the purchase order. In the event that a third-party issues the purchase order, Customer shall be required to sign this Quote for purposes of approving the order. QT.2023.v2.0

Acceptance		
Chicago Illinois Office		DuPage County Sheriff
Mike Carroll _____ Signature / Name		_____ Signature / Name
11/16/2023 _____ Date		_____ Initials
		_____ Date



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 24-0045	RFP, BID, QUOTE OR RENEWAL #: 320518 v5	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$1,690,852.75
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 12/05/2023	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$1,690,852.75
	CURRENT TERM TOTAL COST: \$1,690,852.75	MAX LENGTH WITH ALL RENEWALS: THREE YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Heartland Business Systems	VENDOR #:	DEPT: Sheriff's Office	DEPT CONTACT NAME: Jason Snow
VENDOR CONTACT: Mike Carroll	VENDOR CONTACT PHONE: 608-444-7994	DEPT CONTACT PHONE #: 630-407-2072	DEPT CONTACT EMAIL: Jason.Snow@dupagesheriff.org
VENDOR CONTACT EMAIL: 608-444-7994	VENDOR WEBSITE: www.hbs.net	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Replacement, installation, and set up of entire new surveillance camera system within the jail, administrative areas and outside of the Sheriff's Office. Total cost is \$1,690,852.75 and purchasing is via the TIPS contract # 220105.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Current system is dated with several gaps in coverage areas. The system needs to be updated from analog to digital. This is phase one of this project and will cover the critical areas that are currently lacking.			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. Pricing for this source was based on TIPS contract pricing. A second vendor on another joint purchasing agreement quoted a similar project at a higher price.
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). Our recommendation is to move forward with this project, status quo leaves us with the same challenges we already have on a deteriorating system. We have broken this into two phases and will look to implement the second phase in FY25.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Heartland Business Systems	Vendor#:	Dept: DuPage Sheriff's Office	Division:
Attn: Mike Carroll	Email: mcarroll@hbs.net	Attn: Colleen Zbilski	Email: colleen.zbilski@dupagesheriff.org
Address: 5400 Patton Drive Suite 4B	City: Lisle	Address: 501 N County Farm RD	City: Wheaton
State: IL	Zip: 60532	State: IL	Zip: 60187
Phone: 608-444-7994	Fax:	Phone: 630-407-2122	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Heartland Business Systems	Vendor#:	Dept: DuPage Sheriff's Office	Division:
Attn: Mike Carroll	Email: mcarroll@hbs.net	Attn: Jason Snow	Email: jason.snow@dupagesheriff.org
Address: 5400 Patton Drive Suite 4B	City: Lisle	Address: 501 N County Farm RD	City: Wheaton
State: IL	Zip: 60532	State: IL	Zip: 60187
Phone: 608-444-7994	Fax:	Phone: 630-407-2072	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 13, 2023	Contract End Date (PO25): Dec 12, 2026
Contract Administrator (PO25):			

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	Various	HBS Surveillance System	FY24	1000	4400	52100		1,001,662.50	1,001,662.50
2	1	EA	HBS-TMLABOR	HBS Services	FY24	1000	4400	53090		689,190.25	689,190.25
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 1,690,852.75

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.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



Required Vendor Ethics Disclosure Statement

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

Date: _____

Bid/Contract/PO #: _____

Company Name: Heartland Business Systems, LLC	Company Contact: Mike Carroll
Contact Phone: (920) 788-7720	Contact Email: mcarroll@hbs.net

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 Jonathan Groh

Title Staff Attorney

Date November 9, 2023

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

DCSheriff Verkada System
Quote #320518 v6
Prepared For:
DuPage County Sheriff

 Jason Snow
 501 N. County Farm Road
 Wheaton, IL 60187

P: (630) 407-2072

E: jason.snow@DuPageSheriff.org

Prepared By:
Chicago Illinois Office

 Mike Carroll
 5400 Patton Drive Suite 4B
 Lisle, IL 60532

P: 608-444-7994

E: mcarroll@hbs.net

Date Issued:
11.16.2023
Expires:
11.30.2023

Surveillance		Price	Qty	Ext. Price
TIPS Contract #220105				
Interior				
CD42-256E-HW	IP Camera - Verkada - 5MP - Fixed-Lens-Dome - WDR - IR - Vandal - Analytic - 30-Day	\$812.02	39	\$31,668.78
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CD52-512E-HW	IP Camera - Verkada - 5MP - Vari-Focal-Dome - WDR - IR - Vandal - Analytic - 60-Day	\$1,218.37	5	\$6,091.85
CD62-30E-HW	IP Camera - Verkada - 4K - Vari-Focal-Dome - WDR - IR - Vandal - Analytic - 30-Day	\$1,150.65	1	\$1,150.65
CD62-60E-HW	IP Camera - Verkada - 4K - Vari-Focal-Dome - WDR - IR - Vandal - Analytic - 60-Day	\$1,760.17	16	\$28,162.72
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CF81-30E-HW	IP Camera - Verkada - 12MP - Fisheye - WDR - IR - Vandal - Analytic - 30-Day	\$1,353.82	1	\$1,353.82
CF81-60E-HW	IP Camera - Verkada - 12MP - Fisheye - WDR - IR - Vandal - Analytic - 60-Day	\$1,827.89	105	\$191,928.45
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Exterior				
CB62-1TBTE-HW	IP Camera - Verkada - 4K - Telephoto-Vari-Focal-Bullet - WDR - IR - Vandal - Analytic - 60-Day	\$1,827.89	5	\$9,139.45
CD52-256E-HW	IP Camera - Verkada - 5MP - Vari-Focal-Dome - WDR - IR - Vandal - Analytic - 30-Day	\$947.47	4	\$3,789.88
CD62-30E-HW	IP Camera - Verkada - 4K - Vari-Focal-Dome - WDR - IR - Vandal - Analytic - 30-Day	\$1,150.65	10	\$11,506.50

Surveillance		Price	Qty	Ext. Price
CF81-60E-HW	IP Camera - Verkada - 12MP - Fisheye - WDR - IR - Vandal - Analytic - 60-Day	\$1,827.89	3	\$5,483.67
CH52-1TBE-HW	IP Camera - Verkada - Exterior - 4x5MP - Vari-Focal Dome - WDR - IR - Vandal - Analytic	\$2,437.42	4	\$9,749.68
VX52-HW	Viewing Station	\$337.95	30	\$10,138.50
5026-401	IP Camera Accessory - POE Over COAX Module	\$424.10	11	\$4,665.10
5026-431	IP Camera Accessory - POE Over COAX Module - DIN Rail Clip	\$16.99	11	\$186.89
ACC-MNT-2	IP Camera Accessory - Verkada - Mount - Wall Arm	\$60.28	14	\$843.92
ACC-MNT-7	IP Camera Accessory - Verkada - Mount - Angle Mount	\$100.91	47	\$4,742.77
ACC-MNT-7	IP Camera Accessory - Verkada - Mount - Angle Mount	\$100.91	23	\$2,320.93
ACC-MNT-8	IP Camera Accessory - Verkada - Mount - Pendant Cap	\$46.73	18	\$841.14
ACC-POE-60W	IP Camera Accessory - Verkada - POE Injector - 60W	\$100.91	4	\$403.64
ACC-MNT-11	IP Camera Accessory - Verkada - Mount - Square Junction Box	\$60.28	5	\$301.40
5507-271	IP Camera Accessory - AXIS - Telescopic-Parapet	\$292.77	4	\$1,171.08
SBP-HCFW	IP Camera Accessory - Hanwha - Telescopic-Parapet Accessory - 1.5" NPT Female to Female Coupler - White	\$7.46	4	\$29.84
LIC-VX-3Y	License - Viewing Station - 3 Year	\$879.75	30	\$26,392.50
LIC-3Y	License - Camera - 3 Year	\$371.81	425	\$158,019.25
LIC-3Y	License - Camera - 3 Year	\$371.81	75	\$27,885.75
LIC-CH52-5Y	License - Camera - 3 Year	\$1,116.78	4	\$4,467.12
UN874034114/10	Cable - Plenum - CAT6 - Yellow - 1000ft.	\$274.07	114	\$31,243.98
760207274	Patch Panel - Modular - 24 Port	\$60.90	23	\$1,400.70
760254710	Modular - Surface Box - Ivory - 1 port	\$2.96	534	\$1,580.64
760237783	Data Jack - Insert - Yellow	\$6.35	1068	\$6,781.80
UC1BBB2-09F001	Uniprise Category 6 U/UTP Patch Cord, RJ45 to RJ45, 4-pair, yellow jacket, 1 foot	\$7.10	534	\$3,791.40
UC1BBB2-09F007	Uniprise Category 6 U/UTP Patch Cord, RJ45 to RJ45, 4-pair, yellow jacket, 7 feet	\$8.89	534	\$4,747.26
HBS-MISC-CABLING	Miscellaneous Expenses - Labels - Hardware - Fittings - Wiremold - Conduit - Etc.	\$40,250.00	1	\$40,250.00
		Subtotal		\$1,001,662.50

Services		Price	Qty	Ext. Price
HBS-TM-LABOR	HBS Labor Estimate	\$689,190.25	1	\$689,190.25
		Subtotal		\$689,190.25

Quote Summary		Amount
Surveillance		\$1,001,662.50
Services		\$689,190.25
Total:		\$1,690,852.75

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns, cancellations or order changes are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. Customer may issue a purchase order for administrative purposes only. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2020.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at <https://www.hbs.net/End-User-Agreements>. Any purchase that customer makes is also governed by the applicable end user terms and conditions, which are incorporated herein by reference. If customer has questions about whether end user terms and conditions apply to a purchase, customer shall contact HBS. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. Customer shall ensure that all invoices are timely paid as stated in Section 2 of the ST&Cs, regardless of whether Customer has a financing or leasing company or other third-party issue the purchase order. In the event that a third-party issues the purchase order, Customer shall be required to sign this Quote for purposes of approving the order. QT.2023.v2.0

Acceptance	
Chicago Illinois Office	DuPage County Sheriff
<div>Mike Carroll</div> <div>Signature / Name</div> <div>11/16/2023</div> <div>Date</div>	<div></div> <div>Signature / Name</div> <div></div> <div>Initials</div> <div></div> <div>Date</div>

TIPS VENDOR AGREEMENT

Between Heartland Business Systems, LLC and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 220105 Technology Solutions, Products and Services

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter "TIPS") a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order ("PO"), Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge", "\$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal ("RFP") category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a contract, agreement, or purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately five (5) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base five-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

“Start Date” for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that

Award Notifications are anticipated as published in the Solicitation.

Example: If the anticipated award date published in the Solicitation is May 22, 2020 but extended negotiations delay award until June 27, 2020 the end date of the resulting initial “five-year” term Agreement, (which is subject to an extension(s)) will still be May 31, 2025 in this example.

“Termination Date”: The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation’s Anticipated Award Date plus five years.

Example: If the original term is approximately five years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original five-year term shall be May 31, 2025 in this example.

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2026 in this example.

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

TIPS reserves the right to solicit proposals at any time it is in the best interest of TIPS and/or its members.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the TIPS Member’s purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.

- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public

and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by

TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or

in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the

TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX, 75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	\$1,000,000 each Occurrence/ Aggregate
Automobile Liability	\$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when

effective. TIPS shall be notified when prices change in accordance with the award.

- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 220105 Technology Solutions, Products and Services

Company Name Heartland Business Systems, LLC
Address 1700 Stephen Street, P.O. Box 347
City Little Chute State WI Zip 54140
Phone (920) 788-7220 Fax (920) 788-7739
Email of Authorized Representative legal@hbs.net
Name of Authorized Representative Peter Helander
Title CEO
Signature of Authorized Representative [REDACTED]
Date 2/2/2022
TIPS Authorized Representative Name David Fitts
Title Executive Director
TIPS Authorized Representative Signature [REDACTED]
Approved by ESC Region 8 [REDACTED]
Date 4/29/2022

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



220105 Addendum 1

Heartland Business Systems, LLC

Supplier Response

Event Information

Number: 220105 Addendum 1
Title: Technology Solutions, Products and Services
Type: Request for Proposal
Issue Date: 1/6/2022
Deadline: 2/18/2022 03:00 PM (CT)
Notes:

IF YOU ALREADY HOLD TIPS CONTRACT 200105 TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES ("200105") OR 210101 TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES ("210101"), YOU DO NOT NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU WISH TO REPLACE 200105 OR 210101 AT THIS TIME. IF YOU HOLD 200105 OR 210101, CHOOSE TO RESPOND HEREIN, AND ARE AWARDED ON THIS CONTRACT, YOUR 200105 OR 2101101 WILL BE TERMINATED AND REPLACED BY THIS CONTRACT.

IF YOU HOLD ANY OF THE FOLLOWING TIPS CONTRACTS AND YOU DO NOT HOLD 200105 OR 2101101, PER TIPS PRIOR NOTIFICATION, YOU MUST RESPOND TO THIS SOLICITATION BECAUSE YOUR SPECIFIC CONTRACT IS BEING CONSOLIDATED INTO OR REPLACED BY THIS CONTRACT.

TIPS 190103 Web and Cloud Computing Services

· TIPS 181203 Management Software and Services

· TIPS 181204 Notification Systems

TIPS RESERVES THE RIGHT TO ISSUE, REBID, OR CANCEL ANY PLANNED SOLICITATIONS AT ANY TIME AS NECESSARY FOR THE NEEDS OF TIPS, TIPS VENDORS, AND TIPS MEMBERS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686

Phone: +1 (866) 839-8477

Email: bids@tips-usa.com

Heartland Business Systems, LLC Information

Address: 1700 Stephen Street
Little Chute, WI 54140
Phone: (920) 788-7720

By submitting your response, you certify that you are authorized to represent and bind your company.

Jonathan Groh, Staff Attorney

Signature

Submitted at 2/17/2022 9:02:29 AM

legal@hbs.net

Email

Requested Attachments

Agreement Signature Form

220105 Agreement Signature Form - Signed.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 2

220105 Pricing Form 2.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Reference Form

220105 Reference_Form.xlsx

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Proposed Goods and Services

HBS Line Card.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Warranty

No response

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Vendor Agreement

220105 Vendor Agreement - Completed.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 1

220105 Pricing Form 1.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Supplementary

No response

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

No response

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Certification of Corporate Offerer Form- COMPLETE ONLY IF OFFERER IS A CORPORATION

No response

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL

No response

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Claim Form

220105 Confidentiality Claim Form - Signed.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Current W-9 Tax Form

[Untitled].pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

Bid Attributes

1 Yes - No

Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.

NO

2 Yes - No

Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <https://comptroller.texas.gov/purchasing/vendor/hub/>.

Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.

No

3 Yes - No

The Vendor can provide services and/or products to all 50 US States?

No

4 States Served:

If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)

WI, MN, MI, IA, IL, NE, MO, AR, AZ, TX, KS, OK

5 Company and/or Product Description:

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

HBS provides complete, local, end-to-end technology solutions. We assist with any technology need, solve problems, and exceed expectations. At every level of the company, we are committed to providing high-quality services to each of our clients.

With multiple locations in the Midwest, HBS serves commercial, public sector and small to medium business with results-driven information technology services.

Everything we do is to help clients achieve their full potential. We are committed to developing long-term trusting relationships with clients large or small, across all industries.

We help clients achieve their full potential by providing end-to-end customized technology solutions backed by a local team of highly skilled experts.

6 Primary Contact Name

Primary Contact Name

Brad Ellingsworth

7 Primary Contact Title

Primary Contact Title

General Manager - Missouri/Arkansas

8 Primary Contact Email

Primary Contact Email

bellingsworth@hbs.net

9 Primary Contact Phone

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

4173430265

10 Primary Contact Fax

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

9207887739

11 Primary Contact Mobile

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

No response

1 2	Secondary Contact Name Secondary Contact Name <input type="text" value="Jennifer Bricker"/>
1 3	Secondary Contact Title Secondary Contact Title <input type="text" value="Solutions Consultant"/>
1 4	Secondary Contact Email Secondary Contact Email <input type="text" value="jbricker@hbs.net"/>
1 5	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8705301444"/>
1 6	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
1 7	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
1 8	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Sarah Sullivan"/>
1 9	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="ap@hbs.net"/>
2 0	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9207887720"/>
2 1	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Carrie Evers"/>
2 2	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="ar@hbs.net"/>

2
3**Purchase Order Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

2
4**Company Website**

Company Website (Format - www.company.com)

2
5**Entity D/B/A's and Assumed Names**

Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award.

2
6**Primary Address**

Primary Address

2
7**Primary Address City**

Primary Address City

2
8**Primary Address State**

Primary Address State (2 Digit Abbreviation)

2
9**Primary Address Zip**

Primary Address Zip

3
0**Search Words:**

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

3
1**Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?**

Most of our members receive Federal Government grants or other funding and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company.

Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you?

3 **Yes - No**

2

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

3 **Company Residence (City)**

3

Vendor's principal place of business is in the city of?

3 **Company Residence (State)**

4

Vendor's principal place of business is in the state of?

3 **Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION**

5

Remember this is a **MINIMUM** discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT.

CAUTION: BE CERTAIN YOU CAN HONOR THIS **MINIMUM** DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the **MINIMUM** percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Please note that any specific greater discount offered for a particular product, brand, or service listed in Vendor's proposal will control and Vendor will be required to honor that greater specific discount, in excess of the minimum discount, for that particular product, brand, or service for the life of the contract.

Must answer with a number between 0% and 100%.

3
6**MINIMUM Discount Term**

Does the vendor agree to at least offer, for the life of the Agreement, the Minimum Discount Percentage off list or catalog proposed by Vendor in response to the Attribute entitled "Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION"? TIPS will utilize this response to satisfy the Long Term Cost scoring evaluation criteria. A "YES" answer will be awarded the maximum 10 points for this criterion out of the 100 total points and a "NO" answer is awarded 0 points.

3
7**Yes - No**

If awarded on this TIPS Contract, for the duration of the Contract, Vendor agrees to provide, upon request, their then current catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for inspection by a customer during the purchase process;
- C. to which the minimum discount proposed by the proposing Vendor may be applied.

3
8**TIPS Administration Fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

3
9**Yes - No**

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

4
0**TIPS Administration Fee Paid by Vendor - Not Charged to Customer**

Vendor understands and agrees that it owes TIPS a TIPS Administration Fee (published in the RFP/RCSP document) on every TIPS sale made under an awarded TIPS Contract. Vendor further understands and agrees that Vendor shall submit pricing with this proposal which includes and accounts for the TIPS Administration Fee and **shall never** separately charge the TIPS Member Customer the TIPS fee or add the TIPS Administration Fee line item to an invoice or similar purchase document. Submission of this proposal is Vendor's certification that Vendor agrees to this mandatory term.

4
1**Additional Discounts?**

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

4
2**Years in Business as Proposing Company**

Years in business as proposing company?

4
3**Resellers:**

Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

4
4**Right of Refusal**

The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.

4
5**NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this bid or proposal, the Bidder certifies that:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

4
6**CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.

The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

4
7**Filing of Form CIQ**

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

4
8

Regulatory Standing

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

Yes

4
9

Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

No response

5
0

Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

☒ Yes, I certify (Yes)

2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

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5**2 CFR PART 200 Contracts**

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.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members 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 vendor agree?

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6**2 CFR PART 200 Termination**

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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

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7**2 CFR PART 200 Clean Air Act**

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 the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

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8**2 CFR PART 200 Byrd Anti-Lobbying Amendment**

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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

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9**2 CFR PART 200 Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$250,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

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0**2 CFR PART 200 Procurement of Recovered Materials**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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 during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

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2 CFR PART 200 Rights to Inventions

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 the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

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2 CFR PART 200 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity 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 (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, “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. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means 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.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

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2 CFR PART 200 Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and 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).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

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2 CFR PART 200 Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor Agree?

Yes

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FEMA Fund Certifications

Submission of this proposal is Vendor's certification that Vendor agrees to this term. Vendor certifies that **IF and when** Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce 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. The Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) 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.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

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Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor agree?

Yes

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7**Certification Regarding Lobbying**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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 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 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 subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

6
8**If you answered "I HAVE lobbied" to the above Attribute Question**

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

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9**Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

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ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(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;

(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 ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

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Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from

indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as

ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for

any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently

performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on

behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in

the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to

indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated

damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified

with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree

to these terms?

☒ Yes, I Agree (Yes)

7
2**Remedies**

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

7
3**Remedies Explanation of No Answer**7
4**Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

7
5**Venue, Jurisdiction and Service of Process**

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

7
6**Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

☐ Yes, I Agree

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7**Infringement(s) Explanation of No Answer**

No response

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8**Contract Governance**

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

☒ Yes, I Agree (Yes)

7
9**Payment Terms and Funding Out Clause**

Payment Terms:

TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

☒ Yes, I Agree (Yes)

80 Insurance and Fingerprint Requirements Information

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

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2**Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

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3**Texas Government Code 2270 & 2271 Verification Form**

Texas Government Code 2270 & 2271 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Our entity further certifies that it is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

YES

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4**Logos and other company marks**

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

* Your Vendor Profile Page of TIPS website

* Potentially on TIPS website scroll bar for Top Performing Vendors

* TIPS Quarterly eNewsletter sent to TIPS Members

* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

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5**Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

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6**Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

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7**Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

8
8**Agreement Exceptions/Deviations Explanation**

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

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9**Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

90

If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

No response

91

Required Confidentiality Claim Form

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". **THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM.** By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

92

Member Access to Vendor Proposal

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Contract constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party. By submitting this proposal, Vendor certifies the foregoing.

93

Choice of Law clauses with TIPS Members

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

Agreed

94

Venue of dispute resolution with a TIPS Member

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

Agreed

95

Automatic renewal of contracts or agreements with TIPS or a TIPS member entity

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities. Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

Agreed

9
6**Indemnity Limitation with TIPS Members**

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

9
7**Arbitration Clauses**

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

9
8**Required Vendor Sales Reporting**

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

9
9**Upload of Current W-9 Required**

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

1
0
0**CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See Tex. Gov't Code § 809.001(1).

101

CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

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CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree to the following required by Texas law as of September 1, 2021:

Proposing Company is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Proposing Company for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See Tex. Gov't Code § 2274.0101(2) of SB 1226 (87th leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

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Acknowledgement

By submitting this proposal, Vendor certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if found to be necessary by the proposing vendor, vendor has sought the advice of counsel in understanding all portions of the solicitation.

ADDENDUM NO. 1 TIPS 220105 TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES

This Addendum #1 ***does not*** require action from responding Vendors and ***does not*** require resubmission for Vendors who have already submitted. It is only to correct a misstatement originally included in Page 7 of the solicitation attachment entitled "220105 RFP Specifications." The original Page 7 of the solicitation attachment entitled "220105 RFP Specifications" mistakenly stated at the top of the page that, "This solicitation is seeking providers for: Safety Equipment, Supplies and Services." This Addendum No. 1 corrects it to properly state, "This solicitation is seeking providers for: Technology Solutions, Products and Services."

TIPS RFP 220105 Technology Solutions, Products and Services

REFERENCES

Please provide three (3) references from three different entities, preferably from school districts or other governmental entities the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

Verify your references emails are deliverable and that they agree to provide a reference. Failure to do this may delay the evaluation process.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
City of Fayetteville, Arkansas	Brad Fulmer, Asst IT Director	bfulmer@fayetteville-ar.gov	479-575-8217
City of Fort Smith, Arkansas	Steve Dimmitt, Interim IT Director	steve.dimmitt@fortsmithar.gov	479-788-8901
City of Rogers, Arkansas	Ryan Breese, Director of Information Technology	rbreese@rogersar.gov	479-986-6826
North Arkansas College	Aaron Bueg, Director of Information Technology	abueg@northark.edu	870-391-3113
Rogers Public School District	Debbie Skinner, Systems Manager	debbie.skinner@rpsar.net	479-631-3595
Springdale Public School District	Paul Miller, Director of Technology and Innovation	pmiller2@sdale.org	479-750-8771

Required Confidential Information Status Form

Heartland Business Systems, LLC.

Name of company

Peter Helander, CEO

Printed Name and Title of Authorized Company Officer declaring below the confidential status of material

1700 Stephen Street, P.O. Box 347 Little Chute WI 54140

(920) 788-7720

Address

City

State

ZIP

Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you must attach a copy of all claimed confidential materials to this COMPLETED form, name the combined PDF documents "CONFIDENTIAL", and upload the combined, confidential documents with your proposal submission. If a document is not attached, it will not be considered confidential. The copy uploaded will be the sole indicator of which material in your proposal, if any, you deem confidential in the event TIPS/ESC 8 receives a Public Information Request. If ESC 8 receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For documents deemed confidential by you in this manner, ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination. Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, to TIPS Members. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOWOPTION 1:

I **DO CLAIM** parts of my proposal to be confidential and **DO NOT** desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OF TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF _____ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature _____ Date _____

----- OR -----

OPTION 2:

I **DO NOT CLAIM** any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature _____ Date 2-15-22

Heartland Business Systems

SERVICES



MANAGED SERVICES

SQL Monitoring
Network Monitoring
Collabguard (Cisco)
Help Desk (Managed Service Desk?)
End Point Management
Infrastructure



PROFESSIONAL SERVICES

Virtual/CIO - Enterprise
Performance Management
Business Consulting
Network Cabling
Project Management
Business Analysis
Digital & IT Strategy
Organizational Change Management

SOLUTIONS



BUSINESS APPLICATIONS

BUSINESS PRODUCTIVITY

Office 365
Dynamics 365 for Sales
Microsoft Teams
SharePoint
OneDrive
Power Apps
Power Automate

DATA ANALYTICS & BUSINESS INTELLIGENCE

Power BI
Data Warehouse Strategy
Dashboard in a Day
Data Strategy Workshop
Power BI Jumpstart
Power BI Showcase

APPLICATION DEVELOPMENT

Custom App
Development
IoT Development
Mobile App Development
Website App Development

DATABASE MANAGEMENT

SQL Server Consolidation
SQL Server Management
SQL Health Check

ERP SOLUTIONS

Dynamics GP
Dynamics Business Central
ERP Selection
ERP Consulting



COLLABORATION

Audio Visual
Enterprise Video Conferencing
Distance Learning
Digital Signage
Paging
Entertainment Systems
Audio Solutions
Unified Communications
Webex
Microsoft Teams Voice



CYBER SECURITY

ASSESSMENTS & COMPLIANCE

Assessments
Risk Management
Security Awareness
Vulnerability Assessments
Penetration Testing

DATA PROTECTION

Data Security
Backup & Replication
Disaster Recovery
Malware Protection
Firewalls
Email Security
Cloud Security
Multi-Factor Authentication

FIREWALLS



INFRASTRUCTURE

CABLING

CLOUD
Public (Azure)
Private
Hybrid

DATA CENTER

Storage
Hyperconverged
Virtualization
Server

HARDWARE & DEVICES

Mobile Workforce

NETWORKING

SD-WAN
Wireless
Enterprise Mobility

PHYSICAL SECURITY

Video Surveillance
Security Cameras
Door Access
Paging
Notification System
Life Safety



File #: JPS-P-0002-24

Agenda Date: 12/5/2023

Agenda #: 7.B.

AWARDING RESOLUTION ISSUED TO
SECURED STATE D/B/A CREATIVE TECHNOLOGIES
FOR AN ANALOG CAMERA INTERFACE WITH A RTSP/VERKADA INTERFACE
FOR THE SHERIFF'S OFFICE
(CONTRACT TOTAL NOT TO EXCEED \$75,000.00)

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

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

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

WHEREAS, in accordance with the Chief Procurement Officer's determination, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Secured State d/b/a Creative Technologies, for an analog camera interface with a RTSP/Verkada interface, for the period of December 13, 2023 through December 12, 2024, for the Sheriff's Office .

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for an analog camera interface with RTSP/Verkada interface, for the period of December 13, 2023 through December 12, 2024 for the Sheriff's Office, be, and it is hereby approved for issuance of a contract by the Procurement Division to Secured State d/b/a Creative Technologies, 1361 Trails End Road, Greenville, IL 62246, for a contract total amount not to exceed \$ 75,000. Pursuant to 55 ILCS 5/5-1022 (c) not suitable for competitive bids. (Sole provider Secured State.)

Enacted and approved 12th day of December, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: JPS-P-0002-24	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$75,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 12/05/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$75,000.00
	CURRENT TERM TOTAL COST: \$75,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Secured State D/B/A Creative Technologies	VENDOR #:	DEPT: DuPage Sheriff's Office	DEPT CONTACT NAME: Jason Snow
VENDOR CONTACT: Rob Johnson	VENDOR CONTACT PHONE: 618-664-4292 x101	DEPT CONTACT PHONE #: 630-407-2072	DEPT CONTACT EMAIL: Jason.Snow@dupagesheriff.org
VENDOR CONTACT EMAIL: rob.johnson@securedstate.com	VENDOR WEBSITE: https://www.securedstate.com/	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Replacement of the current analog camera interface with a RTSP/Verkada interface to work with new cameras system project. The cost of this is \$75,000 for equipment and services and is sole source based on the existing system and the new cameras being installed.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This procurement is necessary to allow for the new cameras system to function			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOLE PROVIDER OF ITEMS THAT ARE COMPATIBLE WITH EXISTING EQUIPMENT, INVENTORY, SYSTEMS, PROGRAMS OR SE
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. Secured State is the developer of the Security Control System software and hardware which are currently installed in the jail and this is an update to that system.,
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. There is no market testing because they are the developer of the product
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted. Same as above

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		Send Invoices To:	
Vendor: Secured State D/B/A Creative Technologies	Vendor#:	Dept: DuPage Sheriff's Office	Division: Budget
Attn: Rob Johnson	Email: rob.johnson@securedstate.com	Attn: Colleen Zbilski	Email: colleen.zbilski@dupagesheriff.org
Address: 1361 Trails End Rd	City: Greenville	Address: 501 N County Farm RD	City: Wheaton
State: IL	Zip: 62246	State: IL	Zip: 60187
Phone: 618-664-4292 x101	Fax: 618-664-4293	Phone: 630-407-2122	Fax:
Send Payments To:		Ship to:	
Vendor: Secured State D/B/A Creative Technologies	Vendor#:	Dept: DuPage Sheriff's Office	Division:
Attn: Rob Johnson	Email: rob.johnson@securedstate.com	Attn: Jason Snow	Email: jason.snow@dupagesheriff.org
Address: 1361 Trails End Rd	City: Greenville	Address: 501 N County Farm RD	City: Wheaton
State: IL	Zip: 62246	State: IL	Zip: 60187
Phone: 618-664-4292 x101	Fax: 618-664-4293	Phone: 630-407-2072	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 13, 2023	Contract End Date (PO25): Dec 12, 2024
Contract Administrator (PO25):			

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		RTSP / Verkada Interface	FY24	1000	4410	54100		75,000.00	75,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 75,000.00

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.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



Electronic Security Control Systems

December 1, 2023

Jason Snow
IT Operations Manager
DuPage County Sheriff
501 N. County Farm Road
Wheaton, IL 60187

Re: Proposal – RTSP Camera Interface
DuPage County Jail
Wheaton, Illinois

We are pleased to offer the following proposal to:

- Replace existing Jail A-B analog camera interface with RTSP interface designed to work with Verkada cameras.

Equipment and Services provided:

- New software application to display live video streamed from Verkada cameras.
- New communication interface between the Security Control and Video Display applications.
- Required software modifications to Admin and Security Control programs.
- Three (3) video viewing stations; Dell CPU & 22" Monitor (CC, MCA, MCB)

Prices:

- RTSP / Verkada Interface \$ 75,000.00

Phone Support:

- Normal, Non-Holiday Business Hours \$ 150.00/Hr.
- Pre Scheduled, Non-Normal Business Hours \$ 225.00/Hr.
- Emergency Call or Holidays \$ 300.00/Hr.

Terms:

- 100% Payment net 30 following delivery
- All past due invoices are subject to 1½ % interest per month. (18% annually)

Estimated Delivery:

- Software to be delivered approximately 60 - 90 days following receipt of Purchase Order and all project specific information.

Customer Provided Equipment and Services:

- All field materials and labor, gathering/providing field information, pre & post testing, etc.
- Training & etc.



Electronic Security Control System

Page 2

Notes:

- This quotation may be withdrawn if not accepted by 12/15/2023.
- All Taxes are excluded.
- We assume all Project Documents will be provided on electronic media.
- We assume secure internet access will be provided at the facility for off-site access to System processors. Off-site access is required for troubleshooting, corrections, changes, and upgrades.
- We assume all new Icons will be placed on existing graphics. Creating new or revising old graphics is not included.
- We will need to download the existing database from site prior to making changes.
- This quotation is based on Creative Technologies' standard materials, methods, and functionality.
- The security system network must remain isolated from the video network.
- Video resolution, frame rate, and latency are all solely dependent on camera hardware and network bandwidth, not the interface.
- The number of simultaneous video streams are limited to two per camera by Verkada.
- PTZ control is not included.

Thank you for the opportunity to provide this proposal. If you have any questions, please do not hesitate to call.

DuPage County Sheriff acceptance and approval of the above proposal:

Approved:

Name:

Title:

(Signature)_____
(Print Name)_____
(Print Title)

Date: _____

Approved Security Systems, L.L.C., d/b/a Creative Technologies:

Approved:

Name:

Title:

Signature on file_____
(Signature)

Rob Johnson
(Name)

Principal
(Title)

Date: 12/1/2023



Electronic Security Control Systems

November 9, 2023

Jason Snow
Information Technology Operations Manager
DuPage County Sheriff
501 N. County Farm Road
Wheaton, Illinois 60187

Re: Sole Source Confirmation Letter

Dear Jason,

This is to confirm that Security Systems LLC, DBA Creative Technologies having its office at 1361 Trails End Road, Greenville, Illinois 62246 is the sole developer of the security control system software and hardware now branded as "Secured State", which is installed at the DuPage County Jail.

Sincerely,

Signature on file

/ Rob Johnson,
Principal
Creative Technologies



Required Vendor Ethics Disclosure Statement

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

Date: 11/9/2023

Bid/Contract/PO #: _____

Security Systems LLC

Company Name: <u>DBA Creative Technologies</u>	Company Contact: <u>Rob Johnson</u>
Contact Phone: <u>618-664-4292 x101</u>	Contact Email: <u>rob.johnson@securedstate.com</u>

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

Title

Date

[Redacted Signature]

Rob Johnson

Principal

11/9/2023

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



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

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

File #: JPS-P-0003-24

Agenda Date: 12/5/2023

Agenda #: 7.C.

AWARDING RESOLUTION ISSUED TO
RAY O'HERRON COMPANY, INC.
FOR THE PURCHASE OF UNIFORMS FOR SWORN EMPLOYEES AND NEW HIRES
FOR THE SHERIFF'S OFFICE
(CONTRACT TOTAL AMOUNT \$358,000)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Ray O'Herron Company, Inc., for the purchase of uniforms for all sworn employees and new hires, for the period of December 30, 2023 through December 29, 2024, for the Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED, that said contract is for the purchase of uniforms for all sworn employees and new hires, for the period of December 30, 2023 through December 29, 2024 for the Sheriff's Office, be, and it is hereby approved for issuance of a contract by the Procurement Division to Ray O'Herron Company, Inc., 1600 75th St., Downers Grove, IL 60516, for a contract total amount not to exceed \$358,000, per lowest responsible bid #23-123-SHF.

Enacted and approved 12th day of December 2023, at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 24-0058	RFP, BID, QUOTE OR RENEWAL #: 23-123-SHF	INITIAL TERM WITH RENEWALS: 3 YRS + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$358,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 12/05/2023	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$1,432,000.00
	CURRENT TERM TOTAL COST: \$358,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Ray O'Herron Company Inc	VENDOR #: 11145	DEPT: Sheriff	DEPT CONTACT NAME: Dan Bilodeau
VENDOR CONTACT: Justin Fredricks	VENDOR CONTACT PHONE: 8002232097	DEPT CONTACT PHONE #: 630-407-2402	DEPT CONTACT EMAIL: dan.bilodeau@dupagesheriff.org
VENDOR CONTACT EMAIL: bids@oherron.com	VENDOR WEBSITE: www.oherron.com	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Uniforms for new employees as well as yearly uniform allowance for all sworn employees and civilians who are a part of a collective bargaining unit. This went out to bid and the vendor was selected based on scoring criteria working with procurement.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Current contract for sworn deputies and new employees to spend their yearly uniform allowance set to expire.			

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.
RFP (REQUEST FOR PROPOSAL)	

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. FINANCIAL PLANNING
SOURCE SELECTION	Describe method used to select source. Vendor selected via lowest responsible bidder per 23-123-SHF.
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). Approve the contract so we can continue purchasing and supplying uniforms, many of which are collective bargaining requirements. As the current contract has expired, there is no other alternative.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Ray O'Herron	Vendor#: 11145	Dept: Sheriff	Division: Budget
Attn: Justin Fredricks	Email:	Attn: Colleen Zbilski	Email: Colleen.zbilski@dupagesheriff.org
Address: 1600 75th St	City: Downers Grove	Address: 501 N County Farm Rd	City: Wheaton
State: IL	Zip: 60516	State: IL	Zip: 60187
Phone: 630-629-2677	Fax:	Phone: 630-407-2122	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Ray O'Herron	Vendor#:	Dept: Sheriff	Division: Quartermaster
Attn:	Email:	Attn: Shirley Kerstein	Email: shirley.kerstein@dupagesheriff.org
Address: 1600 75th St	City: Downers Grove	Address: 501 N County Farm Rd	City: Wheaton
State: IL	Zip: 60516	State: IL	Zip: 60187
Phone: 630-629-2677	Fax:	Phone: 630-407-2119	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 30, 2023	Contract End Date (PO25): Dec 29, 2024
Contract Administrator (PO25):			

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		Sheriff Officers Uniforms & Accessories	FY24	1000	4400	52220		358,000.00	358,000.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 358,000.00

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.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
SHERIFF'S UNIFORMS 23-123-SHF
BID TABULATION

✓

Criteria	Available Points	GALLS	RAY O'HERRON COMPANY, INC
Firm Qualifications	20	15	18
Key Qualifications	30	16	29
Project Understanding	30	22	29
Price	20	20	17
Total	100	73	93

Fee and Rate Proposal	\$ 2,708.43	\$ 3,106.65
Percentage of points	100%	87%
Points awarded (wtd against lowest price)	20	17

NOTES

Bid Opened On 11/27/2023, 2:30 PM CST by	DW, NE
Invitations Sent	53
Total Requesting Documents	2
Total Bid Responses Received	2

SECTION 11 - OUTSIDE ENVELOPE BID LABEL

<u>SEALED BID PROPOSAL</u>	
INVITATION #:	23-123-SHF
DESCRIPTION:	SHERIFF'S UNIFORMS
OPENING DATE:	11/27/2023
OPENING TIME:	2:30 P.M.
COMPANY NAME:	<u>Ray O'Herron Company, Inc.</u>
DATED MATERIAL - DELIVER IMMEDIATELY	

Please cut out and affix this proposal label(above)
to the outermost envelope of your proposal to help ensure proper delivery.



Sheriff James Mendrick,

Ray O'Herron Company, Inc. is a family business that has been in operation since 1964. Currently, we are owned by third and fourth generation family members.

We remain true to our roots by empowering employees and fostering a family-orientated environment. We have over 60 staff members between two locations: 3549 N. Vermilion St., Danville, IL 61832 and 1600 75th St., Downers Grove, IL 60516. Our Downers Grove location is conveniently located in DuPage County, Illinois and helps facilitate the current DuPage County Sheriff Uniform contract. Our staff assists by running weekly reports for DuPage County employees that shows their current available uniform allowance balance, taking measurements, and providing fittings for apparel and equipment.

Ray O'Herron has a strict policy that we will not sell anything that has "Police" or "Sheriff" markings to anyone that does not have provide proper identification to wear it. We even require permission from agencies on department letterheads to approve any items purchased by retired officers. We take this very seriously and have a great reputation in our industry for taking care of customers. We would never jeopardize this by allowing any civilian outside of our stores to touch or handle any department, city, county, state, or government equipment.

We strive to provide quality products and services that ensures the safety and success of our first responders, which is why we stock hundreds of different styles of equipment between both locations. Because of this variety, we have become a one-stop shop for all first responders' needs.

Ray O'Herron has many outside and in-stores sales representatives that can assist in fulfilling orders. We service much of the Midwest and are authorized distributors for some of the biggest names in law enforcement equipment such as Winchester, Armor Express, Point Blank, Blackinton, etc. We can even custom build a web portal for any agency to have their employees order online.

Both of our operating locations have fitting rooms and 8 tailors between them to help expedite uniform and apparel orders. Ray O'Herron does not charge for basic alterations, such as patching, hemming, etc., unlike most of our competitors.

Ray O'Herron Company, Inc. has appreciated the opportunity to serve the DuPage County Sheriff's Office in the past and look forward to continuing and growing our relationship in the future. Thank you for your consideration.


Justin Fredericks

Secretary/ Treasurer
Ray O'Herron Company, Inc.
3549 N. Vermilion St.
Danville, IL 61832
(800) 223-2097
bids@oherron.com
www.oherron.com



Ray O'Herron Company, Inc.

References

1. Illinois Department of Corrections
Coats: 24-426DOC-SOURC-P-58846
Jacenta Wilson, Buyer
(217) 558-2200
2. Illinois State Police
Footwear: 22-416CMS-BOSS4-P-32763
Anita Oest, Buyer
(217) 785-5155
3. City of Milwaukee
Blauer Police Jackets
Kathleen Slater, Purchasing Agent
(414) 286-3501

Justin/Fredericks

Secretary/ Treasurer
Ray O'Herron Company, Inc.
3549 N. Vermilion St.
Danville, IL 61832
(800) 223-2097
bids@oherron.com
www.oherron.com

SECTION 9 - PROPOSAL FORM
SHERIFF'S UNIFORMS 23-123-SHF
(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Offeror	Ray O'Herron Company, Inc.	
Main Business Address	3549 N. Vermilion St.	Address where services will be performed:
		1600 75th St., Downers Grove, IL 60516
City, State, Zip Code	Danville, IL 61832	
Telephone Number	(800) 223-2097	
Fax Number	(217) 443-3808	
Proposal Contact Person	Justin Fredericks	
Email Address	bids@oherron.com	

The undersigned certifies that he is:

☐ the Owner/Sole Proprietor

 ☐ a Member of the Partnership

 ☒ an Officer of the Corporation

 ☐ a Member of the Joint Venture

herein after called the Offeror and that the members of the Partnership or Officers of the Corporation are as follows:

Michael O'Herron
 (President or Partner)

Jared Fredericks
 (Vice-President or Partner)

Chris O'Herron
 (~~Secretary or Partner~~)
 Vice-President

Justin Fredericks
 (~~Treasurer or Partner~~)
 Secretary/ Treasurer

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

Further, the undersigned proposes and agrees, if this Proposal is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

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

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

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

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

listed in the reference section below and authorizes the County to verify references of business and credit at its option.

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

PROPOSAL AWARD CRITERIA

This proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.


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

X  Secretary/ Treasurer
(Signature and Title)

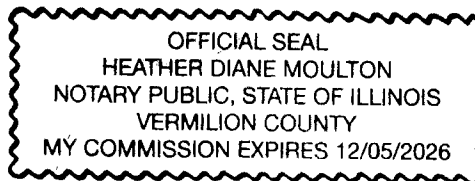
CORPORATE SEAL
(If available)

PROPOSAL MUST BE SIGNED FOR CONSIDERATION

Subscribed and sworn to before me this 22nd day of November AD, 2023



My Commission Expires: 12/05/2026
(Notary Public)





Required Vendor Ethics Disclosure Statement

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

Date: 11/22/2023

Bid/Contract/PO #: Sheriff's Uniforms 23-123-SHF

Company Name: <u>Ray O'Herron Company, Inc.</u>	Company Contact: <u>Justin Fredericks</u>
Contact Phone: <u>(800) 223-2097</u>	Contact Email: <u>bids@oherron.com</u>

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☒ **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

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

Authorized Signature

Printed Name

Title

Date

Justin Fredericks

Secretary/ Treasurer

11/22/2023

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

SECTION 11 - OUTSIDE ENVELOPE BID LABEL

<u>SEALED BID PROPOSAL</u>	
INVITATION #:	23-123-SHF
DESCRIPTION:	SHERIFF'S UNIFORMS
OPENING DATE:	11/27/2023
OPENING TIME:	2:30 P.M.
COMPANY NAME:	<u>Ray O'Herron Company, Inc.</u>
DATED MATERIAL - DELIVER IMMEDIATELY	

Please cut out and affix this proposal label(above)
to the outermost envelope of your proposal to help ensure proper delivery.

SECTION 8 - BID FORM PRICING

Vendors must bid all items. There shall be no additional charge for oversize items. New clothing is to be priced with any alterations included. All clothing prices shall include the sewing of patches, any embroidery and/or silk screening where applicable. All leather goods shall be plain black leather with brass snaps. Badges and shields shall be made after written acceptance from the Sheriff or the Quartermaster. Any item purchased that is not listed below requires approval from the Sheriff. (Please note: Uncle Mikes is now owned by Bushnell.) If an item listed below is no longer manufactured or available, a bidder may suggest and quote a similar alternative. Alternates must meet or exceed the listed specification. For items not specifically listed below, if the vendor is to offer any incentives or discounts, those must be noted in the bid package. Pricing shall be returned in a separate envelope.

NO.	ITEM	MFG #	UOM	QTY	PRICE
MEN'S SHORT SLEEVE SHIRTS					
1	Flying Cross Men's Short Sleeve Poly Rayon Lycra Hybrid Performance Shirt	95R69	EA	1	\$ 64.55
2	Cross Fx Class A Style Short Sleeve Shirt by Flying Cross	FX5000	EA	1	\$ See Alternate Item List
3	5.11 Tactical Men's Patrol Duty Uniform PDU Short Sleeve Class A Twill Shirt	71183	EA	1	\$ 51.00
4	5.11 Tactical Short Sleeve Taclite PDU Rapid Shirt (w/vest carrier)	71332	EA	1	\$ 59.50
5	Elbeco Classic TexTrop Polyester Short Sleeve Zipper Shirt	Z3314	EA	1	\$ See Alternate Item List
MEN'S LONG SLEEVE SHIRTS					
6	Flying Cross Men's Long Sleeve Poly Rayon Lycra Hybrid Performance Shirt	45W69	EA	1	\$ 75.60
7	Cross Fx Class A Style Long Sleeve Shirt by Flying Cross	FX5020	EA	1	\$ See Alternate Item List
8	5.11 Tactical Men's Patrol Duty Uniform PDU Long Sleeve A Class Twill Shirt	72344	EA	1	\$ 55.25
9	5.11 Tactical Long Sleeve Taclite PDU Rapid Shirt (w/vest carriers)	72093	EA	1	\$ 63.75
10	Elbeco Classic TexTrop Polyester Men's Long Sleeve Zipper Shirt	31300	EA	1	\$ See Alternate Item List
WOMEN'S SHORT SLEEVE SHIRTS					
11	Cross Fx Women's Class A Style Short Sleeve Shirt by Flying Cross	FX5000W	EA	1	\$ See Alternate Item List
12	Flying Cross Women's Deluxe Tropical Weave Short-Sleeve Shirt	152R66	EA	1	\$ 58.60
13	5.11 Tactical Women's Short Sleeve PDU Rapid Shirt (w/vest carriers)	61304	EA	1	\$ 59.50
14	5.11 Tactical Women's Short Sleeve PDU Rapid Shirt (w/vest carriers)	61158	EA	1	\$ 51.00
15	Elbeco TexTrop2 Women's Zippered Short Sleeve Shirt	Z9814LCN	EA	1	\$ See Alternate Item List
WOMEN'S LONG SLEEVE SHIRTS					
16	Cross Fx Women's Class A Style Long Sleeve Shirt by Flying Cross	FX5020W	EA	1	\$ See Alternate Item List

NO.	ITEM	MFG #	UOM	QTY	PRICE
17	5.11 Tactical Women's Patrol Duty Uniform PDU Long Sleeve A Class Twill Shirt	62064	EA	1	\$ 55.25
18	5.11 Tactical Women's Long Sleeve PDU Rapid Shirt (w/vest carriers)	62372	EA	1	\$ 63.25
19	TexTrop2 Long Sleeve Shirt – Women's - Zipper	20491-Zipper	EA	1	\$ See Alternate Item List
MEN'S UNIFORM PANTS					
20	Flying Cross Men's Polyester Cotton Trousers with Flex Waistband	47400	EA	1	\$ 56.06
21	Cross FX Men's Class A Style Pants	FX57400	EA	1	\$ See Alternate Item List
22	5.11 Tactical TacLite PDU Class A Pant (covert pocket)	74370	EA	1	\$ 55.25
23	5.11 Tactical Men's Patrol Duty Uniform PDU Class A Twill Pants (covert pocket)	74338	EA	1	\$ 55.25
24	Flying Cross Men's Deluxe Tactical Pants TII (Cargo) (Corrections)	39300	EA	1	\$ 86.65
25	Flying Cross Men's Deluxe Tactical Pants TI (Cargo) (Corrections)	39400	EA	1	\$ 67.95
WOMEN'S UNIFORM PANTS					
26	Flying Cross Women's Poly Cotton Pants	47400W	EA	1	\$ 56.05
27	Class FX Women's Class A Style Pants	FX57400W	EA	1	\$ See Alternate Item List
28	5.11 Tactical Women's TacLite PDU Class A Pant (covert pocket)	64370	EA	1	\$ See Alternate Item List
29	5.11 Tactical Women's Patrol Duty Uniform PDU Class A Twill Pants (covert pocket)	64304	EA	1	\$ 55.25
30	Flying Cross Women's Deluxe Tactical Pants TII (Cargo) (Corrections)	39300W	EA	1	\$ 86.65
31	Flying Cross Women's Deluxe Tactical Pants TI (Cargo) (Corrections)	39400W	EA	1	\$ 67.95
MEN'S OUTERWEAR					
32	Under Armor Men's Storm Tactical Job Fleece	1262440	EA	1	\$ Discontinued/ N/A
33	5.11 Tactical Valiant Softshell Jacket	48167	EA	1	\$ 127.50
34	5.11 Double Duty Jacket	48096	EA	1	\$ 127.50
WOMEN'S OUTERWEAR					
35	Under Armour Women's Storm Tactical Job Fleece	1271618	EA	1	\$ Discontinued/ N/A
36	5.11 Tactical Valiant Softshell Jacket	48167	EA	1	\$ 127.50
37	5.11 Double Duty Jacket	48096	EA	1	\$ 127.50
MEN'S UNDERGARMENTS					
38	Under Armour Team Tech Short Sleeve T Shirt	1228539	EA	1	\$ N/A
39	Under Armour TAC CG Infrared Crew	1244394	EA	1	\$ See Alternate Item List
WOMEN'S UNDERGARMENTS					
40	Under Armour Women's Charged Cotton Shirt	1236032	EA	1	\$ N/A

NO.	ITEM	MFG #	UOM	QTY	PRICE
41	Under Armour Tac ColdGear Women's Crew #1316922	1244397	EA	1	\$ See Alternate Item List
MEN'S LEGGINGS					
42	Under Armour Men's ColdGear Infrared Tactical Fitted Leggings	1244395	EA	1	\$ See Alternate Item List
WOMEN'S LEGGINGS					
43	Under Armour Tac ColdGear Women's Leggings #1316923	1244398	EA	1	\$ See Alternate Item List
CIVILIAN SHIRTS					
44	Elbeco UFX Tactical Short Sleeve Polos	K5131	EA	1	\$ 36.13
45	Elbeco UFX Tactical Long Sleeve Polos	K5141	EA	1	\$ 40.04
46	5.11, UNDER ARMOUR, PRO FEET, ETC.		EA	1	\$ See Discount Bid List
SOCKS					
47	* Any black duty boots or shoes that conform to the policy are permissible. 5.11, Under Armour, Reebok, Bates, Rocky, Etc.		EA	1	\$ See Discount Bid List
FOOTWEAR					
48	* Any black duty boots or shoes that conform to the policy are permissible. 5.11, Under Armour, Reebok, Bates, Rocky, Etc.		EA	1	\$ See Discount Bid List
BELTS/TACTICAL GEAR/BELT KEEPERS					
49	* Any gear that conforms to the policy are permissible. Safariland, Bianchi, Uncle Mike's, Blackhawk, Etc.		EA	1	\$ See Discount Bid List
FIREARM HOLSTERS					
50	1. Any holster with/without tactical light		EA	1	\$ See Discount Bid List
51	2. Any holster for an off-duty firearm		EA	1	\$ See Discount Bid List
52	3. Any holster for a backup firearm worn on duty		EA	1	\$ See Discount Bid List
TASER HOLSTERS					
53	BLACKHAWK! Taser® X-26 Level 2 SERPA Duty Holster – Matte Finish	44H015BK	EA	1	\$ See Discount Bid List
54	BLACKHAWK! X-26 Taser Holster Cartridge Pouch	44A890BK	EA	1	\$ See Discount Bid List
55	BLACKHAWK! Molded Cordura Nylon Taser Cartridge Pouch	44A800BK	EA	1	\$ See Discount Bid List
BALLISTIC VEST CARRIERS					
56	* Any brand of vest carrier approved by office with 4 pockets included. Any extra modifications paid for by purchaser.		EA	1	\$ See Discount Bid List
GLOVES					
57	* Any brand of tactical, summer, winter, traffic direction glove conforming to office policy is permissible.		EA	1	\$ See Discount Bid List
HATS					
58	*Stetson for Dress Uniform		EA	1	\$ See Discount Bid List

NO.	ITEM	MFG #	UOM	QTY	PRICE
59	*Baseball Style Hats with Sheriff Patch/Logo for Summer Wear		EA	1	\$ See Discount Bid List
60	*Any brand of Dark Navy/Black beanie style cap for winter wear		EA	1	\$ See Discount Bid List
61	*Any brand of lockout tool and lockout accessories available		EA	1	\$ See Discount Bid List
LOCKOUT TOOLS					
62	*Any brand of "go-bags"/tactical bag/car seat caddy/trunk organizer		EA	1	\$ See Discount Bid List
TACTICAL BAGS					
63	*Any brand of "go-bags"/tactical bag/car seat caddy/trunk organizer		EA	1	\$ See Discount Bid List
FLASHLIGHTS, BATTERIES, TRAFFIC WANDS, TRAFFIC VESTS					
64	*Any brand of LED flashlight rechargeable or battery (1 PER YEAR)		EA	1	\$ See Discount Bid List
65	*Batteries for flashlights		EA	1	\$ See Discount Bid List
66	*Weapon light for duty, backup, off duty, AR-15, Mini-14, or Shotgun (2 PER YEAR)		EA	1	\$ See Discount Bid List
67	*Handheld/Tactical Light		EA	1	\$ See Discount Bid List
68	*Uniform Wearable Light		EA	1	\$ See Discount Bid List
69	*Traffic Wand		EA	1	\$ See Discount Bid List
70	*Any traffic vest that conforms to the policy are permissible.		EA	1	\$ See Discount Bid List
MAGAZINE HOLDERS/POUCHES					
71	*Any brand of magazine holder/bag sling for extra magazines		EA	1	\$ See Discount Bid List
HANDCUFFS					
72	Smith & Wesson Model 100 Nickel Finished Handcuff Chain	350103	EA	1	\$ 26.35
73	Smith & Wesson Universal Hinged Handcuffs	350133	EA	1	\$ 41.65
BATONS/BATON HOLDER					
74	ASP 26" Sentry Expandable Baton	52600	EA	1	\$ 90.09
75	ASP Rotating Sidebreak Scabbard for 26" Expandable Batons	2521	EA	1	\$ See Alternate Item List
PEPPER SPRAY/FOAM HOLDERS					
76	LawPro MK3 Mace Spray Holder	TK085	EA	1	\$ See Alternate Item List
77	Safariland Tactical SLS OC/Mace Pouch	38	EA	1	\$ 30.59
SHOOTING/RANGE GEAR					
78	*Hearing protection (Muffs or Plugs)		EA	1	\$ See Discount Bid List
79	*Eye protection		EA	1	\$ See Discount Bid List
C.E.R.T. APPROVED					
80	Propper Tactical Black Shirt BDU	F545238001	EA	1	\$ 29.75

NO.	ITEM	MFG #	UOM	QTY	PRICE
81	Propper BDU Black Trouser	F520538001	EA	1	\$ 29.75
K9 APPROVED					
82	Men's Command Wear Trouser	47300	EA	1	\$ 78.15
83	Women's Command Wear Trouser	47350	EA	1	\$ 78.15
RANK INSIGNIA					
84	LawPro Lieutenant Insignia 1" (Jacket)	VS-1-BK	EA	1	\$ See Alternate Item List
85	LawPro Lieutenant Insignia 3/4" (Uniform)	QM4409MG	EA	1	\$ See Alternate Item List
86	LawPro Corporal Insignia 1" (Jacket)	HS2344	EA	1	\$ See Alternate Item List
87	LawPro Corporal Insignia 3/4" (Uniform)	QM4405MG	EA	1	\$ See Alternate Item List
88	LawPro Major Insignia 1" (Jacket)	QM4427RG	EA	1	\$ See Alternate Item List
89	LawPro Major Insignia 3/4" (Uniform)	QM4412MG	EA	1	\$ See Alternate Item List
90	LawPro Colonel Insignia 1" (Jacket)	QM4428RG	EA	1	\$ See Alternate Item List
91	LawPro Colonel Insignia 3/4" (Uniform)	PY-0313	EA	1	\$ See Alternate Item List
92	LawPro Deputy Chief (1-Star) 1" (Jacket)		EA	1	\$ See Alternate Item List
93	LawPro Deputy Chief (1-Star) 3/4" (Uniform)		EA	1	\$ See Alternate Item List
94	LawPro Chief Insignia (2-Star) 1" (Jacket)	QM4471G	EA	1	\$ See Alternate Item List
95	LawPro Chief (3-Star) 1" (Jacket)		EA	1	\$ See Alternate Item List
96	LawPro Deputy Chief (3-Star) 3/4" (Uniform)		EA	1	\$ See Alternate Item List
97	LawPro Sergeant Insignia 1" (Jacket)	QM4422RG	EA	1	\$ See Alternate Item List
98	LawPro Sergeant Insignia 3/4" (Uniform)	QM4407MG	EA	1	\$ See Alternate Item List

DuPage County Sheriff's Uniform Bid

Alternate Item List

Bid Number	Description	MFG	MFG #	UOM	QTY	Price
2	Men's Short Sleeve Impact Polo	Flying Cross	3200	EA	1	\$25.49
5	Men's CX360 Short Sleeve Shirt	Elbeco	3544	EA	1	\$48.40
7	Men's Long Sleeve Impact Polo	Flying Cross	3220	EA	1	\$27.20
10	Men's CX360 Long Sleeve Shirt	Elbeco	3524	EA	1	\$52.37
11	Women's Short Sleeve Impact Polo	Flying Cross	3200W	EA	1	\$25.49
15	Women's CX360 Short Sleeve Shirt	Elbeco	3554LC	EA	1	\$48.40
16	Women's Long Sleeve Impact Polo	Flying Cross	3220W	EA	1	\$27.20
19	Women's CX360 Long Sleeve Shirt	Elbeco	3534LC	EA	1	\$52.27
21	Men's Command Serge Pants	Flying Cross	38200	EA	1	\$48.40
27	Women's Command Serge Pants	Flying Cross	38200W	EA	1	\$48.40
28	Women's TacLite PDU Cargo Pant	5.11	64371	EA	1	\$59.50
39	Men's UA Tactical ColdGear Infared Base Crew	Under Armour	1365389	EA	1	\$51.00
41	Women's UA Tactical ColdGear Infared Base Crew	Under Armour	1365394	EA	1	\$51.00
42	Men's UA Tactical ColdGear Infared Base Leggings	Under Armour	1365390	EA	1	\$51.00
43	Women's UA Tactical ColdGear Infared Base Leggings	Under Armour	1365395	EA	1	\$51.00
75	26" Rotating Sidebreak Scabbard	ASP	52632	EA	1	\$46.24
76	7907 MK-3 Mace/ OC Spray Holder	Safariland	22102	EA	1	\$28.05
84	1" Lieutenant Insignia	Premier Emblem	P900	EA	1	\$6.79
85	3/4" Lieutenant Insignia	Premier Emblem	P1300	EA	1	\$6.79
86	1" Corporal Insignia	Premier Emblem	P762	EA	1	\$6.79
87	3/4" Corporal Insignia	Premier Emblem	P302	EA	1	\$6.79
88	1" Major Insignia	Premier Emblem	P904	EA	1	\$6.79
89	3/4" Major Insignia	Premier Emblem	P1304	EA	1	\$6.79
90	1" Colonel Insignia	Premier Emblem	P906	EA	1	\$6.79
91	3/4" Colonel Insignia	Premier Emblem	P1306	EA	1	\$6.79
92	1" (1-Star)	Premier Emblem	P1900	EA	1	\$6.79
93	3/4" (1-Star)	Premier Emblem	P1800	EA	1	\$6.79
94	1" (2-Star)	Premier Emblem	P1902	EA	1	\$6.79
95	1" (3-Star)	Premier Emblem	P1904	EA	1	\$6.79
96	3/4" (3-Star)	Premier Emblem	P1806	EA	1	\$6.79
97	1" Sergeant Insignia	Premier Emblem	P764	EA	1	\$6.79
98	3/4" Sergeant Insignia	Premier Emblem	P304	EA	1	\$6.79

DuPage County Sheriff's Uniform Bid

Nov-23

Discount Bid List

Socks: -15% Off store price

Manufactures: Thorlus, Blauer, Under Armor & Bates

Footwear: -15% Off store price

Manufactures: Bates, Merrell, Haix, 5.11, Rocky and First Tactical

Belts/Tactical Gear/Belt Keepers: -15% Off store price

Manufactures: Blackhawk, Boston & Safariland

Firearm Holsters: -15% Off store price

Manufactures: Blackhawk & Safariland

Taser Holster: -15% Off store price

Manufactures: Blackhawk & Safariland

Ballistic Vest Carriers: -15% Off store price

Manufactures: Armor Express, Point Blank, Elbeco & Blauer

Gloves: -15% Off store price

Manufactures: Damascus & First Tactical

Hats: -15% Off store price

Manufactures: Stratton, Blauer, Flex Fit & Under Armor

Lockout Tools: -15% Off store price

Manufacture: Steck Products

Tactical Bags: -15% Off store price

Manufactures: First Tactical, 5.11, Uncle Mikes, Vertex, Blackhawk & Proper

Flashlights, Batteries, Traffic Wands & Traffic Vest: -15% Off store price

Manufactures: Streamlight, ASP & Quick Light

Magazine Holder/Pouches: -15% Off store price

Manufactures: Safariland & Bianchi

Shooting/Range Gear: -15% Off store price

Manufactures: Safariland, Peltor & Edge



Required Vendor Ethics Disclosure Statement

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

Date: 11/22/2023

Bid/Contract/PO #: Sheriff's Uniforms 23-123-SHF

Company Name: <u>Ray O'Herron Company, Inc.</u>	Company Contact: <u>Justin Fredericks</u>
Contact Phone: <u>(800) 223-2097</u>	Contact Email: <u>bids@oherron.com</u>

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:

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

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

Authorized Signature

Printed Name

Title

Date

Justin Fredericks

Secretary/ Treasurer

11/22/2023

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



Judicial/Public Safety Requisition under \$30,000

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

File #: 24-0060

Agenda Date: 12/5/2023

Agenda #: 7.D.



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

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 23-3736	RFP, BID, QUOTE OR RENEWAL #: QU0-13642-TOSOK2	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$22,470.02
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 12/5/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$22,470.02
	CURRENT TERM TOTAL COST: \$22,470.02	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Intercomp	VENDOR #:	DEPT: Sheriff	DEPT CONTACT NAME: Dan Bilodeau
VENDOR CONTACT: Todd Donaldson	VENDOR CONTACT PHONE: 763-404-3714	DEPT CONTACT PHONE #: 630-407-2402	DEPT CONTACT EMAIL: dan.bilodeau@dupagesheriff.org
VENDOR CONTACT EMAIL: todd@intercompcompany.com	VENDOR WEBSITE: www.intercompcompany.com	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Procurement of portable scales for enforcement of overweight trucks to be purchased via GSA pricing. Procurement will order through GSA advantage and not the vendor			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Portable scales are needed to weigh trucks for overweight enforcement on county roads. The ultimate objective would be the prevention of overweight trucks damaging county roads			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. GSA Pricing for scales that are authorized by the state to be used for overweight enforcement
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). Purchase of the scales for enforcement of overweight trucking to prevent damage to county roadways or Take no action

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Intercomp	Vendor#:	Dept: Sheriff	Division: Budget
Attn: Todd Donaldson	Email: todd@intercompcompany.com	Attn: Colleen Zbilski	Email: colleen.zbilski@dupagesheriff.org
Address: 3839 County Road 116	City: Medina	Address: 501 N County Farm Rd	City: Wheaton
State: MN	Zip: 55340-9342	State: IL	Zip: 60187
Phone: 763-476-2531	Fax: 763-476-2613	Phone: 630-407-2122	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Intercomp	Vendor#:	Dept: Sheriff	Division: Sheriff
Attn: Todd Donaldson	Email: todd@intercompcompany.com	Attn: Dan Bilodeau	Email: dan.bilodeau@dupagesheriff.org
Address: 3839 County Road 116	City: Medina	Address: 501 N County Farm Rd	City: Wheaton
State: MN	Zip: 55340-9342	State: IL	Zip: 60187
Phone: 763-476-2531	Fax: 763-476-2613	Phone: 630-407-2402	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25):	Contract End Date (PO25):
Contract Administrator (PO25):			

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	182041-RFX	LP600 wireless solar wheel load 4 scale system	FY23	1000	4415	54100		11,235.01	22,470.02
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 22,470.02

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.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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

**GENERAL SERVICES ADMINISTRATION
Federal Acquisition Service
Authorized Federal Supply Schedule FSS Price List**

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



Multiple Award Schedule

FSC Group: Industrial Products & Services, Scientific Management & Solutions

FSC Class: Test & Measurement Supplies, Laboratory Equipment

Contract Number: GS-07F-078BA

Contract Period: January 1, 2014 – December 31, 2023

Intercomp Company

3839 County Road 116

Medina, MN 55340-9342

Phone: 763-476-2531

Worldwide Phone: 1-800-328-3336

Fax: 763-476-2613

www.intercompcompany.com

Contract Administrator: Eric Peterson

Email: eric@intercompcompany.com

Business Size: Small

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov.

Price list current as of **Modification #PA-0038** effective **December 16, 2022**.

Prices Shown Herein are Net (discount deducted)

CUSTOMER INFORMATION

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

SIN	DESCRIPTION
333997	Scales and Balances
532490L	Laboratory Maintenance, Repair, Leasing, and Warranties

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

SIN	Model	GSA Price
333997	100526	\$0.98
532490L	100619	\$557.15

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

2. Maximum order:

SIN	MAXIMUM
333997	\$400,000
532490L	\$250,000

3. Minimum order: \$75

4. Geographic coverage (delivery area): Domestic, OCONUS.

5. Point(s) of production (city, county, and State or foreign country): U.S.

6. Discount from list prices or statement of net price: Government Net Prices (discounts already deducted.)

7. Quantity discounts: N/A

8. Prompt payment terms: Net 30 (Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions)

9. Foreign items (list items by country of origin): None

10a. Time of delivery. (Contractor insert number of days.): Shipped 30 Days after receipt of order.

10b. Expedited Delivery. Items available for expedited delivery are noted in this price list. Shipped 20 Days after receipt of order

10c. Overnight and 2-day delivery: None Offered

10d. Urgent Requirements: Contact Contractor

11. F.O.B. point(s): Destination

12a. Ordering address(es): Same as contractor

12b. Ordering procedures: See Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment address(es): Same as contractor

14. Warranty provision: 1 year Warranty (Customer should contact contractor for a copy of the warranty.)

15. Export packing charges, if applicable: N/A

16. Terms and conditions of rental, maintenance, and repair (if applicable): N/A

17. Terms and conditions of installation (if applicable): N/A

18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable): N/A

18b. Terms and conditions for any other services (if applicable): N/A

19. List of service and distribution points (if applicable): N/A

20. List of participating dealers (if applicable): N/A

21. Preventive maintenance (if applicable): N/A

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

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

23. Unique Entity Identifier (UEI) number: MA5US45LLQQ7

24. Notification regarding registration in System for Award Management (SAM) database: Contractor is Active in the SAM database.

Quotation

Quote #: QUO-13642-T0S0K2

Full Terms and Conditions Can Be Viewed [Here](#)

To:

DuPage County Sheriff's Office
Bilodeau, Dan
DuPage,
United States
Email: Dan.Bilodeau@DuPageSherrif.org

From:

Donaldson, Todd
E-mail: todd@intercompcompany.com
Phone: 763-404-3714

Summary

Shipping Method:	BEST WAY	Date:	November 02, 2023
Shipping Terms:	DEST	Valid Until:	November 30, 2023
Payment Terms:	CC	Estimated Lead Time (Days):	20

Items

Item ID	Item Description	Unit Price	Quantity	Ext. Amount
182041-RFX	LP600 WRLS SOLAR WHEEL LOAD 4 SCALE SYS (20KX10)	\$11,235.01	2	\$22,470.02

80,000X10LB (40,000X5KG)



Accuracy of ±1% of Reading | Fully Electronic using shear beam load cells | 15x22x1.5 inch (381x569x38mm) platform | 1"/25mm high LCD Display with auto back light | Hand Held Indicator Displays and Controls Scales, Totalizes Axles | RFX and RS232/485 output for communication between scales and remote devices such as CPU's & displays | Integrated solar charging practically eliminates the need to manually recharge batteries

Inclusions

4-20,000lb (10,000kg) wheel load scales with self Four Scale Interconnect-Totalizing Cable | 120/240VAC Universal Charging Transformer | MIL-SPEC 810D Transport/Storage Case for all Items.

Specifications

SCALE: Scale capacity of 0-20,000 lb with accuracy of ± 1% of reading or ± 10 lb, whichever is greater | Fully electronic design (non-hydraulic, non-mechanical) | Maximum platform size of 22.5Lx15Wx1.5H inches | Maximum weight of 45 lb | Rated IP67 or higher with operating temperature range of -28° C to 65° C | Must include wireless communication of up to 20 scales at a distance of up to 200 ft | Wireless radio embedded in scale with no antennas or external devices | Radios require no licenses and are pre-approved US/FCC, CAN/IC, EUR/CE | Scale must include integrated solar recharge of maximum of (4) AA NiMH commercially available batteries for continuous operation without need for manual recharging | When solar power not available, scales must operate for up to 250 hours on maximum of (4) AA Alkaline Batteries | NTEP Certified identifying scale as digital electronic with platform size and capacity conforming to these specifications including features for wireless communication and solar charging (Scale NTEP COC must be submitted with offer if bidding an equal or alternate) | MIL-SPEC 810D TRANSPORT/STORAGE CASE: padded compartments for each scale, indicator and cables | Aluminum or equivalent edges and recessed handles and lockable clasps

GSA CNT# GS-07F-078BA - Cage Code #7W667 - Duns# 089476055 Fed Tax ID# 411321109 - GOV Credit Cards Accepted – Intercomp is a Small Business

Freight Amount	\$0.00
Total	\$22,470.02

Terms and Conditions

This quotation does not reflect applicable taxes, customs fees, duties, freight charges, etc. which may apply to this order. Lead times are estimates only and subject to reconfirmation at time of order. Unless otherwise stated, this quotation and any sale resulting thereof incorporates Intercomp general Terms & Conditions of Sale dated 8/1/2010 which can be found at <http://www.intercompcompany.com/terms-and-conditions> or by request to Intercomp.

LP600™ Wheel Load Scales

Low-Profile, Lightweight Digital Wheel Load Scales



CERTIFIED



The Axle Weighing Specialist



Maximize Legal Payloads & Reduce Maintenance Due to Overload Stress on Equipment

Starting at a scale pad weight of 45 lb (21 kg), with a profile of just 1.5" (38 mm), the LP600™ Low-Profile Wheel Load Scale weighs loads up to 30,000 lb (15,000 kg) with an accuracy of $\pm 1\%$. Progressive solar charging technology allows the commercially available AA rechargeable batteries to be powered for up to one year with daytime, outdoor use.

Fully integrated RFX® Wireless Weighing Technology makes it possible to sequentially couple and number scales in a series for total weight and scales can be linked to a multitude of Intercomp weighing indicators. For customers whose local regulations prevent the use of wireless communications, radios can be disabled or Intercomp offers a full line of hard-wired alternatives.

LP600™ LOW-PROFILE WHEEL LOAD SCALES



NTEP/OIML Certified
Models Available

Accuracy of $\pm 1\%$ of Reading

Available in System Capacities
to 60,000 lb (30,000 kg)

Large LCD Display with
Backlight for Easy Readings
from Scales

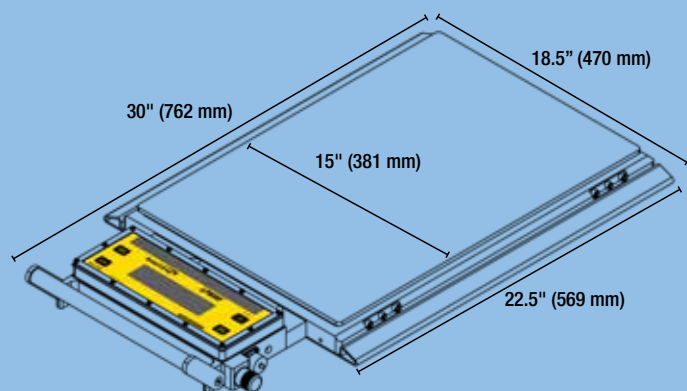


Low-Profile Height of Just 1.5" (38 mm)

Rugged, Lightweight Aluminum
Construction Built to Withstand Heavy
Use; Ideal for Unimproved Surfaces

Solar Power Provides up to One Year of
Battery Life with Daytime, Outdoor Use
(up to 250 hours without Solar Power,
batteries included)

Integrated Indicator with Comprehensive
Push Button Controls Include:
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HH™ Series Weighing Indicators



PT20™ Weighing CPU



IntercompWeigh™ Software



iVehicleWeigh™ Software



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Specifications subject to change without notice.



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70068: 178



Required Vendor Ethics Disclosure Statement

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

Date: 10/25/23

Bid/Contract/PO #: _____

Company Name:	Intercomp	Company Contact:	Todd Donaldson, GOVT Accts Mgr
Contact Phone:	763-404-3714	Contact Email:	todd@intercompcompany.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

Todd Donaldson

Title

Government Accounts Manager

Date

10/25/23

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



Budget Transfer

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

File #: 24-0049

Agenda Date: 12/5/2023

Agenda #: 8.A.

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

NAT'L CHILD ALL. PRG SUPP GRTS

From: 5000
Company #

From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
6590	54107		SOFTWARE	\$ 3,047.00	3,047.92	0.92	11/27/23
Total				\$ 3,047.00			

NAT'L CHILD ALL. PRG SUPP GRTS

To: 5000
Company #

To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
6590	54100		IT EQUIPMENT	\$ 3,047.00	4,004.00	7,051.00	11/27/23
Total				\$ 3,047.00			

Reason for Request:

transfer needed to pay for Axon interview equipment.

Signature on file

Department Head

11/27/2023

Date

Activity

WHEA-IL-EQUIP23
(optional)

Chief Financial Officer

Date

11/30/23

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

Finance Department Use Only			
Fiscal Year <u>23</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

JPS-12/5/23
FIN/CB-12/12/23



Budget Transfer

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

File #: 24-0050

Agenda Date: 12/5/2023

Agenda #: 8.B.

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 1400
Company #

DETENTION SCREENING TRANSPORT
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
6130	50080		SALARY & WAGE ADJUSTMENTS	\$ 8,836.00	8,836.00	0	11/29/23
Total				\$ 8,836.00			

To: 1400
Company #

DETENTION SCREENING TRANSPORT
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
6130	50010		OVERTIME	\$ 1,000.00	(258.35)	741.65	11/29/23
6130	51040		EMPLOYEE MED & HOSP INSURANCE	\$ 7,836.00	(3,392.99)	4443.01	11/29/23
Total				\$ 8,836.00			

Reason for Request:

Need to transfer funds to cover employee medical expenses for FY'2023

Signature on file

Department Head

CM

Chief Financial Officer

11-28-2023

Date
11/30/23

Activity

(optional)

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

Finance Department Use Only			
Fiscal Year <u>23</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

JPS - 12/5/23
FIN/CB - 12/12/23