DU PAGE COUNTY

Technology Committee

Final Regular Meeting Agenda

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

Tuesday, November 18, 2025 **11:00 AM** **Room 3500B**

1. CALL TO ORDER

2. ROLL CALL

3. CHAIRWOMAN'S REMARKS - CHAIR COVERT

4. PUBLIC COMMENT

5. APPROVAL OF MINUTES

5.A. 25-2774

Approval of Minutes for the Technology Committee - Regular Meeting - Tuesday, November 4, 2025

6. PROCUREMENT REQUISITIONS

6.A. TE-P-0025-25

Recommendation for the approval of a contract purchase order to CDW Government, Inc., for the procurement of service and support for the DuPage County Network, for Information Technology, for the period of December 6, 2025 through November 30, 2026, for a total contract amount of $91,045.70, per Cooperative Purchasing Agreement Pricing, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act" - Sourcewell contract #121923-CDW.

7. EXECUTIVE SESSION

Pursuant to 5 ILCS 120/2(c)(8) - Security procedures, school building safety and security, and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property.

8. INFORMATIONAL ITEMS

8.A. 25-2797

Recommendation for the approval of a contract purchase order issued to CDW Government, Inc., for a 1-year subscription via Cloud Solutions to Provider (CSP) Agreement for the cost of thirty Microsoft 365 GS Licenses and thirty Intune Remote Help Licenses, for the Workforce Development Division, for the period of January 1, 2026 through December 31, 2026, for a contract total amount not to exceed $20,280. Contract pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2.

9. OLD BUSINESS

10. NEW BUSINESS

11. ADJOURNMENT

421 N. COUNTY FARM ROAD
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Minutes

File #: 25-2774 **Agenda Date:** 11/18/2025 **Agenda #:** 5.A.

DU PAGE COUNTY

421 N. COUNTY FARM ROAD
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Technology Committee

Final Summary

Tuesday, November 4, 2025	11:00 AM	Room 3500B

1. CALL TO ORDER

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

2. ROLL CALL

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

MOTION TO ALLOW FOR REMOTE PARTICIPATION

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

3. CHAIRWOMAN'S REMARKS - CHAIR COVERT

No remarks were offered.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. **25-2472**

Approval of Minutes for the Technology Committee - Regular Meeting - Tuesday, October 7, 2025

Attachments: 10-07-2025 Technology Minutes

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Yeena Yoo

6. PROCUREMENT REQUISITIONS

6.A. **TE-P-0019-25**

Recommendation for the approval of a contract purchase order to CDW Government, for a Microsoft Enterprise Agreement (EA) for all Microsoft Software and Azure Cloud Services, for GIS and Information Technology, for the period of December 1, 2025 through November 30, 2028, for a total contract amount of $4,095,838.65. Contract pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2 (State of Illinois Master Agreement #8250858).

Attachments: CDW (Microsoft EA) - PRCC
CDW (Microsoft EA) - Quote
CDW (Microsoft EA) - T&C
25-448DOIT-TELEC-P-80070 UPP CO Request SPO UPP
Attachment A- In Scope Items
CDW (Microsoft EA) - VED

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

6.B. **TE-P-0020-25**

Recommendation for the approval of a contract purchase order to BDO USA LLP, for the annual software maintenance of FireEye Security software, for Information Technology, for the period of December 10, 2025 through December 9, 2026, for a contract total amount of $189,409. This is the third and final optional renewal per lowest responsible bidder, bid #22-124-IT.

Attachments: BDO (FireEye) - PRCC
BDO (FireEye) - Quote #570778
BDO (FireEye) - Contract Renewal Agreement
BDO (FireEye) - VED

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

6.C. **TE-P-0021-25**

Recommendation for the approval of a contract purchase order to SHI International Corp, for an Enterprise Term Lease Agreement with Adobe Systems Inc., for Adobe software licensing for use by DuPage County and the Forest Preserve District of DuPage County, for Information Technology, for the period of December 10, 2025 through December 9, 2026, for a contract total of $155,994.59. Contract pursuant to the Intergovernmental Cooperation Act (Sourcewell Contract #121923-SHI). The Forest Preserve will be charged back for their portion of this purchase.

Attachments: SHI (Adobe) - PRCC
SHI (Adobe) - Quote #26707298
SHI (Adobe) - Sourcewell Contract #121923-SHI
SHI (Adobe) - VED

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

6.D. **TE-P-0022-25**

Recommendation for the approval of a contract purchase order to MHC Software, Inc., for annual maintenance of the Enterprise Content Management System that integrates with the ERP system for Finance and Human Resources, for Information Technology, for the period of December 1, 2025 through November 30, 2026, for a contract total amount of $91,930.60. Per 55 ILCS 5/5-1022(c) not suitable for competitive bids. (Sole Source - This is proprietary software.)

Attachments: MHC - PRCC 2025
MHC - Invoice #INVMH8996
MHC - Sole Source Letter
MHC - VED

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

6.E. **TE-P-0023-25**

Recommendation for the approval of a contract purchase order to Critical Power Solutions Group, LLC, for the procurement and delivery of an Eaton Uninterruptible Power Supply (UPS), for Information Technology, for the period of December 1, 2025 through November 30, 2026, for a contract total amount of $83,748; per lowest responsible bid #25-111-IT.

Attachments: Critical Power Solutions Group (UPS) - PRCC
Critical Power Solutions Group (UPS) - BID Tabulation 25-111-IT
Critical Power Solutions Group (UPS) - Mandatory Form
Critical Power Solutions Group (UPS) - Pricing
Critical Power Solutions Group (UPS) - VED

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Michael Childress

SECONDER:	Yeena Yoo

6.F. **TE-P-0024-25**

Recommendation for the approval of a contract to Granicus LLC, for annual support and hosting of Legistar legislative management software and streaming services, for Information Technology, for the period of December 1, 2025 through November 30, 2026, for a total contract amount of $45,066.22, per Cooperative Purchasing Agreement pricing, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act" NCPA 01-115.

Attachments: Granicus (Legistar) - PRCC
Granicus (Legistar) - Quote #Q-479233
Granicus (Legistar) - NCPA Contract #01-115 Renewal
Granicus (Legistar) - VED

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

6.G. **TE-P-0018-25**

Recommendation for the approval of a contract purchase order to Verizon Wireless, for wireless tablet and machine-to-machine services, for the Sheriff's Office, Division of Transportation, Stormwater, and Public Works, for the period of November 16, 2025 through September 30, 2026, for a total contract amount not to exceed $33,510; contract pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2 (State of Illinois Master Contract #CMS793372P).

Attachments: Verizon - PRCC
Verizon - SOIL Contract Extension
Verizon - VED

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

7. INFORMATIONAL ITEMS

7.A. **FI-P-0012-25**

Recommendation for the approval of a contract purchase order issued to Alliant Insurance Services, Inc. (Coalition), to secure cyber liability insurance for the County, for Finance - Tort Liability, for the period of December 1, 2025 to December 1, 2026, for a contract total amount not to exceed $137,191. Vendor selected pursuant to DuPage

County Procurement Ordinance 2-353(2).

Attachments: Alliant - Cyber Liability PRCC.pdf
Alliant - Executive Summary.pdf
Alliant - Premium Summary.pdf
Alliant - Vendor Ethics Placeholder.pdf

RESULT:	INFORMATION RECEIVED AND PLACED ON FILE
MOVER:	Michael Childress
SECONDER:	Yeena Yoo

7.B. **DT-R-0035-25**

Agreement between the County of DuPage, Illinois and Oxcart Permit Systems, LLC. Overweight/Over Dimension Permitting Services as needed for the Division of Transportation, for the period of December 1, 2025 through November 30, 2029. (No County cost).

Attachments: OXCART Agreement
OXCART Vendor Ethics

RESULT:	INFORMATION RECEIVED AND PLACED ON FILE
MOVER:	Michael Childress
SECONDER:	Yeena Yoo

8. OLD BUSINESS

No old business was discussed.

9. NEW BUSINESS

No new business was discussed.

10. ADJOURNMENT

With no further business, the meeting was adjourned.

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File #: TE-P-0025-25 **Agenda Date:** 11/18/2025 **Agenda #:** 6.A.

AWARDING RESOLUTION ISSUED TO
CDW-G
FOR SERVICE AND SUPPORT
FOR INFORMATION TECHNOLOGY
(CONTRACT TOTAL AMOUNT $91,045.70)

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

WHEREAS, pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/2), the County is authorized to enter into a Joint Purchasing Agreement for service and support; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the Sourcewell contract #121923-CDW, the County of DuPage will contract with CDW-G; and

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract to CDW-G, for service and support, for the period of December 6, 2025 through November 30, 2026, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for service and support, for the period of December 6, 2025 through November 30, 2026, for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to CDW-G, 230 N. Milwaukee Ave., Vernon Hills, IL 60061, for a contract total amount not to exceed $91,045.70, per contract pursuant to the Sourcewell contract #121923-CDW.

Enacted and approved this 25th day of November, 2025 at Wheaton, Illinois.

____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: ______________________________

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 25-2724	RFP, BID, QUOTE OR RENEWAL #: Quote #PRCP521	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $91,045.70
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 11/18/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $91,045.70
	CURRENT TERM TOTAL COST: $91,045.70	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM

Vendor Information		*Department Information*	
VENDOR: CDW-G	VENDOR #: 10667	DEPT: Information Technology	DEPT CONTACT NAME: Joe Hamlin
VENDOR CONTACT: Thomas Sanders	VENDOR CONTACT PHONE: 312-705-9502	DEPT CONTACT PHONE #: 630-407-5000	DEPT CONTACT EMAIL: joe.hamlin@dupagecounty.gov
VENDOR CONTACT EMAIL: Thomas.Sanders@cdwg.com	VENDOR WEBSITE: www.cdwg.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.).
We are purchasing service and support for our Edge network firewalls via Sourcewell State of IL contract for $91,045.70

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
The firewall services and support is our main line of defense against cyber threats to the county.

SECTION 2: DECISION MEMO REQUIREMENTS

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

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. Sourcewell State of IL #R-257160
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Take no action, leave network vulnerable. 2. Purchase the services and keep our network secure.

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

Send Purchase Order To:		*Send Invoices To:*	
Vendor: CDW-G	Vendor#: 10667	Dept: Information Technology	Division:
Attn: Thomas Sanders	Email: Thomas.Sanders@cdwg.com	Attn: Sarah Godzicki	Email: ITAP@dupagecounty.gov
Address: 230 N. Milwaukee Ave.	City: Vernon Hills	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60061	State: IL	Zip: 60187
Phone: 312-705-9093	Fax:	Phone: 630-407-5037	Fax:
Send Payments To:		***Ship to:***	
Vendor: CDW Government	Vendor#: 10667	Dept: Information Technology	Division:
Attn:	Email:	Attn: Joe Hamlin	Email: Joe.Hamlin@dupagecounty.gov
Address: 75 Remittance Drive	City: Chicago	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60675-1515	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5000	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): 12/06/2025	Contract End Date (PO25): 11/30/2026

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA	PAN-PA-3420-PAA-R	Prisma Agent	FY26	1000	1110	53806		7,067.00	7,067.00
2	1	EA	PAN-PA-3420-BND-CORESEC-R	Core Security bundle ATP	FY26	1000	1110	53806		29,051.85	29,051.85
3	1	EA	PAN-PA-3420-PAA-R	Prisma Agent	FY26	1000	1110	53806		7,067.00	7,067.00
4	1	EA	PAN-SVC-PREMUSG-3420-R	Premium Support	FY26	1000	1110	53806		9,404.00	9,404.00
5	1	EA	PAN-SVC-PREMUSG-3420-R	Premium Support	FY26	1000	1110	53806		9,404.00	9,404.00
6	1	EA	PAN-PA-3420-BND-CORESEC-R	Core Security bundle ATP	FY26	1000	1110	53806		29,051.85	29,051.85
FY is required, ensure the correct FY is selected.										Requisition Total	$ 91,045.70

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

CDW•G

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

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

JOE HAMLIN,

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

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

This quote is subject to CDW's Third Party Cloud Services Order Form Terms and Conditions set forth at https://www.cdwg.com/content/cdwg/en/terms-conditions/third-party-cloud-services-order-form-terms-and-conditions-.html

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PRCP521	11/6/2025	[redacted]1-YR	0776067	$91,045.70

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
[redacted] Subscription Bundle Mfg. Part#: [redacted] 12/06/2025 - 11/30/2026 Electronic distribution - NO MEDIA Contract: Sourcewell-State of IL R-257160 (25-448DOIT-TELEC-P-80070)	1	8086145	$29,051.85	$29,051.85
[redacted] Subscription Bundle Mfg. Part#: [redacted] 12/12/2025 - 11/30/2026 Electronic distribution - NO MEDIA Contract: Sourcewell-State of IL R-257160 (25-448DOIT-TELEC-P-80070)	1	8086145	$29,051.85	$29,051.85
[redacted] subscription license renewal Mfg. Part#: [redacted] 12/06/2025 - 11/30/2026 Electronic distribution - NO MEDIA Contract: Sourcewell-State of IL R-257160 (25-448DOIT-TELEC-P-80070)	1	8412755	$7,067.00	$7,067.00
[redacted] subscription license renewal Mfg. Part#: [redacted] 12/12/2025 11/30/2026 Electronic distribution - NO MEDIA Contract: Sourcewell-State of IL R-257160 (25-448DOIT-TELEC-P-80070)	1	8412755	$7,067.00	$7,067.00
[redacted] Premium Support - extended service agreement (renewal) - Mfg. Part#: [redacted]	1	7576283	$9,404.00	$9,404.00

QUOTE DETAILS (CONT.)				
12/06/2025 - 11/30/2026 Electronic distribution - NO MEDIA Contract: Sourcewell-State of IL R-257160 (25-448DOIT-TELEC-P-80070)				
[redacted] Premium Support - extended service agreement (renewal) - Mfg. Part#: [redacted] 12/12/2025 - 11/30/2026 Electronic distribution - NO MEDIA Contract: Sourcewell-State of IL R-257160 (25-448DOIT-TELEC-P-80070)	1	7576283	$9,404.00	$9,404.00

These services are considered Third Party Services, and this purchase is subject to CDW's Third Party Cloud Services Terms and Conditions, unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

SUBTOTAL	$91,045.70
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	**$91,045.70**

PURCHASER BILLING INFO	DELIVER TO
Billing Address: DUPAGE COUNTY DATA PROCESSING 421 N COUNTY FARM RD WHEATON, IL 60187-3978 **Phone:** (630) 682-7030 **Payment Terms:** Net 30 Days-Govt State/Local	**Shipping Address:** DUPAGE COUNTY FACILITIES MANAGMENT MARK THOMAS JOB 1733 505 N COUNTY FARM RD WHEATON, IL 60187-3907 **Shipping Method:** ELECTRONIC DISTRIBUTION
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

Sales Contact Info

Thomas Sanders | (877) 673-2173 | thomas.sanders@cdwg.com

Need Help?

My Account | Support | Call 800.800.4239

STATE OF ILLINOIS SOURCEWELL PARTICIPATING AGREEMENT

CDW Government LLC (hereinafter “Contractor”) And
The State of Illinois (hereinafter “State” or “Participating State/ Entity”)

25-448DOIT-TELEC-P-80070

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

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

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

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

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

3.1. Joint and Cooperative Purchasing:

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

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

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

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

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

3.2 Subcontractors

3.2.1 Will Subcontractors be utilized? Yes __________ No _X_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.10 Payment Terms and Conditions.

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

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

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

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

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

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

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

3.10.8 Contractor shall invoice on a per order basis.

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

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

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

3.14 **Indemnification and Liability**. The Contractor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Contractor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Contractor's negligent performance; (c) any act, activity or omission of Contractor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this PA or any PO infringe, misappropriate or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section l (a), (b) of the Constitution of the State of Illinois and 1973 Illinois Attorney General Opinion 78, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages. Except for its IP indemnity obligations stated herein, property damage or personal injury, or fraud, Contractor shall not be liable for any amount of damages in excess of the amounts paid and payable for the products giving rise to the claim.

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

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

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

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

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

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

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

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

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

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

3.22 Applicable Law.

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

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

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

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

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

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

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

3.26 Notices. Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

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

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

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

3.30 **Warranties for Supplies and Services.**

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

(a) conform to the standards, specifications, drawing, samples or descriptions furnished by the Contractor, including but not limited to all specifications attached as exhibits hereto, to any PO, or to the Master Agreement:

(b) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; AND

(c) be of good title and be free and clear of all liens and encumbrances.

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

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

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

Contractor
Name: [redacted]
Telephone: [redacted]

Participating Entity
Name: [redacted]
Address: [redacted]
Telephone: [redacted]

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

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

3.34.2 The procuring Agency and the State do not waive sovereign immunity (including all rights provided in the State Lawsuit Immunity Act, 745 ILCS 5);

3.34.3 The procuring Agency and the State do not consent to be governed by the laws of any state other than Illinois;

3.34.4 The procuring Agency and the State do not consent to be represented in any legal proceeding by any person or entity other than the Illinois Attorney General or his or her designee;

3.34.5 The procuring Agency and the State do not agree to be bound by the terms and conditions contained in any click- wrap agreement, click-wrap license, click-through agreement, click-through license, end user license agreement, or any other agreement or license contained or referenced in the software or any quote provided by Vendor, except as attached to this Contract.

3.34.6 The procuring Agency and the State shall not indemnify Vendor or its subcontractors (including any equipment manufacturers or software companies);

3.34.7 Vendor shall indemnify the procuring Agency and State pursuant to the terms and conditions of the Indemnification and Liability clause of this Contract;

3.34.8 Vendor's liability shall be governed by the terms and conditions contained in the Indemnification and Liability clause of this Contract; and

3.34.9 Vendor must ensure that all information technology, including electronic information, software, systems and equipment, developed or provided under this contract complies with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa). 30 ILCS 587.

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

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

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

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

PO Line Number, Description, Quantity, Ordering Entity

The report will be sent to the following email address: DoIT.ITPO.Communications@illinois.gov

A Sample of the report is as follows:

Line Item #	Description	Quantity	Ordering Entity
1	XXXXXXXXX	XXX	XXXXXXX
2	XXXXXXXXX	XXX	XXXXXXX

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

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

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

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

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

4. Piggyback and Participation Contract Terms and Conditions

4.1. Agency Specific Terms and Conditions

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

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

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

State of Illinois, acting through the Department of Innovation & Technology	**CDW Government, LLC**
Name: [redacted]	Name: [redacted]
Signature: [redacted]	Signature: [redacted]
Title: [redacted]	Title: [redacted]
Date: 4/25/2025	Date: 04/23/2025
Reviewed as to legal clause sufficiency [redacted] 04/24/2025	AM AM

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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	CDW Government LLC
CONTACT PERSON:	Meagan McKone, Executive Account Manager
CONTACT EMAIL:	MeaganM@cdwg.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- ☐ Yes
- ☑ No

If “Yes”, complete the required information in the table below.

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

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

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

- ☐ Yes
- ☑ No

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

NAME	PHONE	EMAIL

Section III: Violations

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

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

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

Ethics | DuPage Co, IL

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

ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library

Section IV: Certification

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

Printed Name: Freda Hill　　Signature: Signature on File

Title: Sr Mgr Proposals　　Date: 10/1/2025

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

Economic Development Requisition under $30,000

File #: 25-2797 **Agenda Date:** 11/18/2025 **Agenda #:** 8.A.

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: PQLN446	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: $20,280.00
COMMITTEE: ECONOMIC DEVELOPMENT	TARGET COMMITTEE DATE: 12/02/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $20,280.00
	CURRENT TERM TOTAL COST: $20,280.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD:
Vendor Information		*Department Information*	
VENDOR: CDW Government, Inc.	VENDOR #: 10667	DEPT: HR/WDD	DEPT CONTACT NAME: Lisa Schvach/Annie Davis
VENDOR CONTACT: Thomas Sanders	VENDOR CONTACT PHONE: 866-245-8102	DEPT CONTACT PHONE #: 630-955-2044	DEPT CONTACT EMAIL: adavis1@worknetdupage.org
VENDOR CONTACT EMAIL: thomas.sanders@cdwg.com	VENDOR WEBSITE: https://www.cdwg.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.).

1-year subscription via Cloud Solutions Provider (CSP) Agreement. Covers the cost of 30 x Microsoft 365 G5 licenses ($636.10 per) and 30 x Intune Remote Help licenses ($39.90 per). Total cost for all licenses is $20,280.00. This procurement is through a Cooperative Agreement with CDW.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished

To remain current with software levels instituted throughout DuPage County and other agencies to avoid any potential compatibility issues; to ensure continued access to established cloud-based software services. The WDD has opted for a 1-year CSP agreement through CDW instead of the standard 3-year Enterprise Agreement due to federal funding uncertainty.

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. ECONOMIC GROWTH
SOURCE SELECTION	Describe method used to select source. CDW is also the Licensing Solutions Provider (LSP) for Microsoft licensing for Illinois government agencies.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Obtain subscription for another year. 2) Do not subscribe. Our recommendation is to subscribe for another year. Failure to subscribe would require immediate backup of all synchronized WDD data, to include emails, and would require procurement of hardware and software to provide similar services in-house.

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

Send Purchase Order To:		*Send Invoices To:*	
Vendor: CDW-G LLC	Vendor#: 10667	Dept: HR	Division: WDD
Attn: Thomas Sanders	Email: thomas.sanders@cdwg.com	Attn: Annie Davis	Email: adavis@worknetdupage.org
Address: 200 N. Milwaukee Avenue	City: Vernon Hills	Address: 2525 Cabot Dr. Suite 302	City: Lisle
State: Illinois	Zip: 60061	State: Illinois	Zip: 60532
Phone: 866-245-8102	Fax: 312-705-9402	Phone: 630-955-2044	Fax: 630-955-2059
Send Payments To:		*Ship to:*	
Vendor: CDW-G LLC	Vendor#: 10667	Dept: HR	Division: WDD
Attn:	Email:	Attn: Annie Davis	Email: adavis@worknetdupage.org
Address: 75 Remittance Drive, Suite 1515	City: Chicago	Address: 2525 Cabot Dr. Suite 302	City: Lisle
State: Illinois	Zip: 60675-1515	State: Illinois	Zip: 60532
Phone: 866-782-4239	Fax:	Phone: 630-955-2044	Fax: 630-955-2059
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jan 1, 2026	Contract End Date (PO25): Dec 31, 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	30	EA	7980804	NGE Microsoft 365 G5 A - 25-681006	FY26	5000	2840	52100	25-681006	636.10	19,083.00
2	30	EA	7754246	NGE Intune Remote Help G - 25-681006	FY26	5000	2840	52100	25-681006	39.90	1,197.00
FY is required, assure the correct FY is selected.										Requisition Total	$ 20,280.00

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. Contact Annie Davis (630)-955-2044 or Tabassum Haleem x6145
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

STATE OF ILLINOIS
CONTRACT AMENDMENT

26IT103031

Microsoft ELA G3 and Power Apps

The undersigned Agency and Vendor (the Parties) agree that the following shall amend the Contract referenced herein. All terms and conditions set forth in the original Contract, not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the Agency and the Vendor cause this Amendment to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

VENDOR

Vendor Name: CDW Government LLC	Address: 75 Remittance Drive Suite 1515 Chicago, IL 60675
Signature:	Date: 08/11/2025
Printed Name: Jason Sturtewagen	Phone: 312-547-2824
Title: Executive Account Manager	Email jasostu@cdwg.com

ILLINOIS SECRETARY OF STATE

Official Name: Alexi Giannoulias	
Official Title: Secretary of State	
Official Signature:	Date: 8/11/25
Designee Name: Katherine Tople	
Designee Title: CPO	
Designee Signature:	
Legal Name:	
Legal Title:	
Legal Signature:	Date:
Fiscal Name:	
Fiscal Title:	
Fiscal Signature:	Date:

STATE USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

	Project Title:
Contract #	Procurement Method (IFB, RFP, Small, etc):
BidBuy Ref. #	BidBuy Publication Date: Award Code:
Subcontractor Utilization? ☐ Yes ☐ No	Subcontractor Disclosure? ☐ Yes ☐ No
Funding Source	Obligation # 26IT103031

CPO 33 – General Counsel Approval:

Signature Printed Name Date

1. **CONTRACT DESCRIPTION**: Amendment to ELA to add 50 Microsoft 365 G3 GCC and Enterprise Mobility + Security G5 GCC 50 Power Apps Premium for Government

2. **CHANGE ORDER:** Is this amendment a change order as defined in 30 ILCS 500/1-15.12 and 720 ILCS 5/33E?

☐ Yes ☒ No

3. **DESCRIPTION OF AMENDMENT** (Check all that apply, complete blanks and explain as necessary):

3.1. The completion date will be ☐ extended, ☐ shortened or ☒ remain the same.

3.2. The method of determining compensation (e.g., hourly rate, fixed fee, etc.) will ☒ stay the same.

3.3. The cost will be ☒ increased, ☐ decreased or ☐ remain the same $33,629.00.

3.4. The supplies or services to be provided will ☐ stay the same or ☒ be changed as follows

3.4.1. Microsoft M365 G3 Unified FUSL GCC Subscription License Per User
- 3.4.1.1. Mfg. Part#: AAD-34704-12-SLG - $388.99 ea
- 3.4.1.2. M365 G3 Unified FUSL GCC Sub Per Us
- 3.4.1.3. 8/1/2025 6/30/2026
- 3.4.1.4. Electronic distribution - NO MEDIA

3.4.2. Microsoft Enterprise Mobility + Security E5 Full - step-up subscription lic
- 3.4.2.1. Mfg. Part#: MQY-00002-12-SLG - $67.48 ea
- 3.4.2.2. EMS G5 GCC SU EMS G3 Per User
- 3.4.2.3. 8/1/2025 6/30/2026
- 3.4.2.4. Electronic distribution - NO MEDIA

3.4.3. Microsoft Power Apps Premium – subscriptions – 1 user
- 3.4.3.1. Mfg. Part#: SEL-00001-12-SLG - $216.11 ea
- 3.4.3.2. Power Apps Premium GCC Sub Per User
- 3.4.3.3. 8/1/2025 6/30/2026
- 3.4.3.4. Electronic distribution - NO MEDIA

3.4.4. Microsoft Audio Confrencing Select Dial Out – subscription license – 1 lic - $0.00
- 3.4.4.1. Mfg. Part#: NYH-00001-12-SLG - $0.00
- 3.4.4.2. Teams AC with Dial Out US/CA GCC Sub
- 3.4.4.3. Add-on
- 3.4.4.4. Electronic distribution - NO MEDIA

3.5. Subcontractors are being ☐ added, ☐ deleted, or ☒ remain the same

3.5.1. All contracts with the subcontractors identified above must include the Standard Certifications and Financial Disclosures and Conflicts of Interest completed and signed by the subcontractor.

3.5.2. If the annual value of any of the subcontracts is more than $50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

3.5.3. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide a completed Forms B for the subcontractor.

3.5.4. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

4. **EFFECTIVE DATE OF AMENDMENT**: upon execution of all parties.

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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	CDW Government LLC
CONTACT PERSON:	Thomas Sanders, Account Representative
CONTACT EMAIL:	thomas.sanders@cdwg.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

☐ Yes

☒ No

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

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

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

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

☐ Yes

☒ No

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

NAME	PHONE	EMAIL

Section III: Violations

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

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

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

Ethics | DuPage Co, IL

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

ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library

Section IV: Certification

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

Printed Name: Jeff Hagen Signature: ______________

Title: Manager Vetting Date: 11/6/2025

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