

DU PAGE COUNTY

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

Technology Committee Final Regular Meeting Agenda

Tuesday, August 1, 2023 11:30 AM Room 3500B

- 1. CALL TO ORDER
- 2. ROLL CALL
- 3. CHAIRWOMAN'S REMARKS CHAIR YOO
- 4. PUBLIC COMMENT
- 5. APPROVAL OF MINUTES
 - 5.A. <u>23-2387</u>

Approval of Minutes for the Technology Committee - Regular Meeting - Tuesday, July 11, 2023

6. PROCUREMENT REQUISITIONS

6.A. **23-2500**

Recommendation for the approval of a contract purchase order to DLT Solutions, LLC, for the procurement of Bitsight sofware, for Information Technology, for the period of September 1, 2023 through August 31, 2024, for a total contract amount of \$28,942.10. Exempt from bidding per 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under \$35,000.

6.B. **TE-P-0058-23**

Recommendation for the approval of a contract purchase order to Gartner, Inc., for one (1) subscription for Gartner for IT Leaders and one (1) subscription for Gartner for CIOs, for Information Technology. This contract covers the period of October 1, 2023 through September 30, 2024, for a contract total amount of \$101,600. Exempt from bidding per 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bids – Sole Source. Gartner is the only vendor to provide these resources.

6.C. **TE-P-0059-23**

Recommendation for the approval of a contract purchase order to Adlib Ventures Solutions, for the procurement of RAM for the VSAN, for Information Technology, for a contract total amount of \$49,500, per lowest responsible bid #23-078-IT.

- 7. OLD BUSINESS
- 8. NEW BUSINESS
- 9. ADJOURNMENT

Minutes







DU PAGE COUNTY

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

Technology Committee Final Summary

Tuesday, July 11, 2023 11:30 AM Room 3500A

1. CALL TO ORDER

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

2. ROLL CALL

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

3. CHAIRWOMAN'S REMARKS - CHAIR YOO

Chair Yoo said that over 70% of County staff have completed cybersecurity training. Mr. McPhearson said that number is now up to 86%.

Chair Yoo congratulated Deputy CIO Wendi Wagner on her upcoming retirement, noting that her last day will be December 4, 2023.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. <u>23-2312</u>

Approval of Minutes for the Technology Committee - Regular Meeting - Tuesday, June 20, 2023

Attachments: 2023-06-20 Technology Minutes (Summary).pdf

RESULT: APPROVED

MOVER: Patty Gustin

SECONDER: Sheila Rutledge

6. PROCUREMENT REQUISITIONS

6.A. <u>TE-P-0057-23</u>

Recommendation for the approval of a contract purchase order to CDW Government, Inc., for the annual maintenance and support of Veritas Netbackup software, for Information Technology. This contract covers the period of September 24, 2023 through September 23, 2024 for a contract total amount of \$57,694.48, per Cooperative Purchasing Agreement Pricing, in compliance with 30 ILCS 525/2 "Governmental Joint

Purchasing Act" - National IPA/TCPM #2018011-01.

Attachments: CDW (Veritas Netbackup) - PRCC

CDW (Veritas Netbackup) - Quote #NKTQ729 CDW (Veritas Netbackup) - National IP Contract

CDW (Veritas Netbackup) - VED

RESULT: APPROVED AND SENT TO FINANCE

MOVER: Patty Gustin
SECONDER: Kathleen Carrier

6.B. **23-2313**

Recommendation for the approval of a contract purchase order to Learning Tree International USA, Inc., for the procurement of fifteen (15) educational training vouchers, which do not expire, for Information Technology. This contract begins upon approval for a contract total amount of \$29,925, per GSA Schedule GS-35F-369CA, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act".

Attachments: 2023 Learning Tree PRCC.pdf

2023 Learning Tree Quote.pdf

<u>Learning Tree - GSA Contract #GS-35F-369CA</u> <u>Learning Tree Required Vendor Ethics Disclosure</u>

RESULT: APPROVED

MOVER: Patty Gustin

SECONDER: Cynthia Cronin Cahill

7. IT PROJECT UPDATES & AI PRESENTATION

7.A. **23-2413**

IT Project Updates & AI Presentation

Attachments: DuPage County Tech Committee Project Updates 07-11-23

CIO Anthony McPhearson provided project updates to the committee on enterprise projects, noting that IT has many more operational projects occurring as well. Regarding the new ERP implementation, Member Cahill asked how payroll was handled prior to this. Mr. McPhearson said we have an exisitng payroll system through Infor, adding that payroll is done in-house using that system. He explained that we will be doing outsourcing in certain areas to help augment what the county payroll team does. Board Member Evans asked if employees will have a portal to view their time and expenses. Mr. McPhearson said yes, existing functionality will not change, but rather will be enhanced.

Mr. McPhearson then discussed the move from .org to .gov. Member Carrier asked if the .org domain will still work. Mr. McPhearson said we will keep .org domain in the background for at least six months so employees are able to get their mail and users can still get to the website.

Mr. McPhearson talked about cybersecurity measures at the County, managed detection and response, and cybersecurity liability insurance.

When discussing additional project updates, Board Member DeSart asked what the FOIA request tool will do and how it will work. She asked if it will automatically filter everything regarding the request for people. Mr. McPhearson said no, it will not, but there are some efficiencies included that will help in that regard. He offered to sit down with Member DeSart and go over the process with her.

Mr. McPhearson then presented about artificial intelligence (AI), including the different types of AI, what it is, advantages with using it, why it is becoming a popular subject, common uses, ethical concerns, and how DuPage County may be able to utilize AI. Member Rutledge asked if there are any technological markers that would tell conclusively if something was generated by AI. Mr. McPhearson said it is very difficult to do so, because AI can produce it and it can be copied over to something such as a Word document. He said programmers may be able to tell on the back end in some cases. Member Gustin requested that DuPage County makes sure a customer can type in "human" and it will connect them to a human. Mr. McPhearson said we are currently working on creating a new ChatBot that is powered by ChatGPT that would take answers we have provided and get them to users more quickly. He said our plan is to make sure the chat is manned during business hours and the ChatBot will respond after hours.

Chair Yoo said she is very pleased that we have so much information regarding AI and that we are on the cutting edge of this technology is very important. She said the fact that we can potentially increase efficiencies, improve constituent engagement, communication, and strategic planning is very exciting.

RESULT: PRESENTED

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.

Technology Requisition under \$30,000



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

File #: 23-2500 Agenda Date: 8/1/2023 Agenda #: 6.A.



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: | INITIAL TERM TOTAL COST: | | |
| 23-2410 | 5175754 | OTHER | \$28,942.10 | | |
| COMMITTEE: | TARGET COMMITTEE DATE: | PROMPT FOR RENEWAL: | CONTRACT TOTAL COST WITH ALL | | |
| TECHNOLOGY | 08/01/2023 | 3 MONTHS | RENEWALS: | | |
| TECHNOLOGY | 03/31/2023 | | \$28,942.10 | | |
| | CURRENT TERM TOTAL COST: | MAX LENGTH WITH ALL RENEWALS: | CURRENT TERM PERIOD: | | |
| | \$28,942.10 | ONE YEAR | INITIAL TERM | | |
| Vendor Information | L | Department Information | <u> </u> | | |
| VENDOR: | VENDOR #: | DEPT: | DEPT CONTACT NAME: | | |
| DLT Solutions, LLC | | Information Technology | Wendi Wagner | | |
| VENDOR CONTACT: | VENDOR CONTACT PHONE: | DEPT CONTACT PHONE #: | DEPT CONTACT EMAIL: | | |
| Lamont Wi l kins | 703-773-9251 | 630-407-5064 | wendi.wagner@dupageco.org | | |
| VENDOR CONTACT EMA I L: | VENDOR WEBSITE: | DEPT REQ #: | | | |
| Lamont.wilkins@dlt.com | | | | | |

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.). Procurement of Bitsight sofware for \$28,942.10 though DLT Solutions. This is an IT purchase under \$35,000.

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

This software continuously scans all DuPage websites for vulnerabilities and gives remediation recommendations. It also produces a security score and benchmarks us against similar entities. This is an important part of our cybersecurity defenses.

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

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

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

| Send Purch | ase Order To: | Send Invoices To: | | |
|--|----------------------------------|--|---------------------------------------|--|
| Vendor: DLT Solutions, LLC | Vendor#: | Dept: Information Technology | Division: | |
| Attn: Lamont Wi l kins | Email: Lamont.wilkins@dlt.com | Attn: Sarah Godzicki | Email: sarah.godzicki@dupageco.org | |
| Address: P.O. Box 743359 | City: Atlanta | Address: 421 N. County Farm Road | City: Wheaton | |
| State: GA | Zip: 30374-3359 | State: IL | Zip: 60187 | |
| Phone: | Fax: | Phone: 630-407-5037 | Fax: 630-407-5000 | |
| Send Pay | ments To: | Ship to: | | |
| Vendor: DLT Solutions, LLC | Vendor#: | Dept: Information Technology | Division: | |
| Attn: Lamont Wi l kins | Email: lamont.wilkins@dlt.com | Attn: Wendi Wagner | Email: wendi.wagner@dupageco.org | |
| Address: 2411 Dulles Corner Park, Suite 800 | City: Herndon | Address: 421 N. County Farm Road | City: Wheaton | |
| State: VA | Zip: 20171 | State: IL | Zip: 60148 | |
| Phone: 703-773-9251 | Fax: 703-773-9251 | Phone: 630-407-5064 | Fax: 630-407-5000 | |
| Ship | oping | Cor | ntract Dates | |
| Payment Terms: PER 50 ILCS 505/1 | FOB: Destination | Contract Start Date (PO25): 09/01/2023 | Contract End Date (PO25): 08/31/2024 | |

Form under revision control 01/04/2023

9

| Purchase Requisition Line Details | | | | | | | | | | | |
|---|-----|-----|----------------------------|--|------|--------------|------|-----------|-----------------------------|------------|-----------|
| LN | Qty | UOM | ltem Detail (Product #) | Description | FY | Company | AU | Acct Code | Sub-Accts/ Activity Code | Unit Price | Extension |
| 1 | 1 | EA | 1223-0108 | SPM Essentials C: -External Attack Surface Management Foundation == 12 MONTH TERM | FY23 | 1000 | 1110 | 53807 | | 14,163.16 | 14,163.16 |
| 2 | 1 | EA | 1223-0109 | Peer Comparison C: -Peer Analytics -5 Benchmarking Subscriptions == 12 MONTH TERM | FY23 | 1000 | 1110 | 53807 | | 8,005.26 | 8,005.26 |
| 3 | 1 | EA | 1223-0110 | Proactive Performance Management C: - Risk Remediation Plan -Forecasting == 12 MONTH TERM | FY23 | 1000 | 1110 | 53807 | | 6,773.68 | 6,773.68 |
| FY is required, assure the correct FY is selected. Requisition Total | | | | | | \$ 28,942.10 | | | | | |

| | Comments | | | | | |
|----------------------|---|--|--|--|--|--|
| HEADER COMMENTS | Provide comments for P020 and P025. Re: Bitsignt Quote #Q-81843-1 and Opp #5175754. | | | | | |
| 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 & Wendi and copy both when emailing PO to vendor. | | | | | |
| INTERNAL NOTES | Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. | | | | | |
| APPROVALS | Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB. | | | | | |

The following documents have been attached:

W-9

Vendor Ethics Disclosure Statement



TD SYNNEX Price Quotation

Quote: 5175754 Reference: 1779608 Date: 07/17/2023 Expires: 09/29/2023

To: Wendi Wagner
Dupage County (IL)
421 N. County Farm Road
Wheaton, IL 60187

From: Lamont Wilkins
DLT Solutions, LLC
2411 Dulles Corner Park

Suite 800

Herndon, VA 20171

Phone: (630) 407-5000

Fax:

Email: wendi.wagner@dupageco.org

Phone: (703) 773-9251 Fax: (703) 773-9251 Email: lamont.wilkins@dlt.com

| # | DLT Part No. | MFG Part No. | Contract | Qty | Unit Price | Ext. Price | | | |
|---|---|-----------------------------|----------|-----|-------------|-------------|--|--|--|
| | NOTE | | | | | | | | |
| | **When issuing a PO, please reference Bitsight Quote # Q-81843-1 and Opp # 5175754.** | | | | | | | | |
| | == Please note - GSA Terms and Conditions apply to this order. | | | | | | | | |
| | | ber is GS-35F-267DA. | | | | | | | |
| 1 | 1223-0108 | BT-20127-C | OM | 1 | \$14,163.16 | \$14,163.16 | | | |
| | SPM Essentials C: Surface Manageme == 12 MONTH TERM | | | | | | | | |
| 2 | 1223-0109 | BT-20131-C | ОМ | 1 | \$8,005.26 | \$8,005.26 | | | |
| | Peer Comparison C -5 Benchmarking Si == 12 MONTH TERM | | | | | | | | |
| 3 | 1223-0110 | BT-20132-C | ОМ | 1 | \$6,773.68 | \$6,773.68 | | | |
| | Proactive Performa Risk Remediation F -Forecasting == 12 MONTH TERM | nce Management C: - Plan | | | | | | | |

Total \$28,942.10

DLT CONFIDENTIAL Page 1 of 2



TD SYNNEX Price Quotation

Quote: 5175754 Reference: 1779608 Date: 07/17/2023 Expires: 09/29/2023

Contract Number: OPEN MARKET

DUNS #: 78-646-8199 Federal ID #: 54-1599882 CAGE Code: 0S0H9 FOB: Destination

WRITING BY DLT.

Terms: Net 30 (On Approved Credit) DLT accepts VISA/MC/AMEX

UNLESS CONTROLLED BY AN EXISTING RESELLER PARTNER AGREEMENT OR OTHER WRITTEN CONTRACTUAL AGREEMENT BETWEEN YOU AND DLT, THIS QUOTE AND ANY RESULTING AWARD OR ORDER IS SUBJECT TO THE TERMS AND CONDITIONS POSTED AT HTTPS://WWW.DLT.COM/PRODUCTS/CLIENT-COMMERCIAL-LICENSES. THESE TERMS CONTROL THE TERMS OF SALES AS WELL AS THE END USER'S USE OF THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTE. BUYER IS DIRECTED TO INCORPORATE (BY REFERENCE) THIS QUOTE IN ANY RESULTING AWARD OR ORDER. THE TERMS AND CONDITIONS AT THE ABOVE LINK ARE THE ONLY CONTROLLING TERMS THAT WILL APPLY TO A RESULTING ORDER AND THE USE OF THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTE. ANY ADDITIONAL OR INCONSISTENT TERMS ON BUYER'S ORDER THAT IN ANY WAY, MODIFY, ALTER OR NEGATE THE TERMS OF SALE OR THE MANUFACTURER'S END USER LICENSE AGREEMENT WILL NOT BE BINDING ON DLT OR ITS MANUFACTURERS AND SHALL NOT APPLY UNLESS SPECIFICALLY AGREED TO IN WRITING BY DLT AND THE MANUFACTURER. NO RETURNS ARE AUTHORIZED OF THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTE. THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTE ARE NONRECOURSE, NONCANCELLABLE, AND NON-RETURNABLE UNLESS EXPLICITLY AGREED TO IN

PLEASE REMIT ACH: DLT Solutions, LLC Bank of America **PAYMENT TO:** ABA # 111000012

Acct # 4451063799

-OR-Mail: DLT Solutions, LLC P.O. Box 743359 Atlanta, GA 30374-3359

Customer orders are subject to all applicable taxes and regulatory fees.

Documentation to be submitted to validate Invoice for payment:

- a. Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
- b. Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting
- c. Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.

DLT CONFIDENTIAL Page 2 of 2



Required Vendor Ethics Disclosure Statement

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

| Date: | Jul | 1 | 7 | 2023 |
|-------|-----|---|---|------|
| | | _ | _ | |

Bid/Contract/PO#: 5175754

| Company Name: DLT Solutions LLC | Company Contact: Lamont Wilkins |
|---------------------------------|---------------------------------------|
| Contact Phone: (703) 773-9251 | Contact Email: lamont.wilkins@dlt.com |

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

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

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

| Add Line | Recipient | Description (e.g. cash, type of item, in- kind services, etc.) | Amount/Va l ue | 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

| Add | 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 | Email |
|-----|--|-------|
| X | | |

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.

| | | _ |
|--------------|----------------------|---|
| Printed Name | Tanner Creech | _ |
| Title | Contracts Manager II | _ |
| Date | Jul 17, 2023 | |

Rev 1.2-4/1/16

Technology Requisition \$30,000 and Over





File #: TE-P-0058-23 Agenda Date: 8/1/2023 Agenda #: 6.B.

AWARDING RESOLUTION ISSUED TO GARTNER, INC. FOR TWO (2) SUBSCRIPTIONS FOR GARTNER FOR IT LEADERS AND GARTNER FOR CIOS FOR INFORMATION TECHNOLOGY (CONTRACT TOTAL NOT TO EXCEED \$101,600.00)

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 Technology Committee recommends County Board approval for the issuance of a contract to Gartner, Inc., for one (1) subscription for Gartner for IT Leaders and one (1) subscription for Gartner for CIOs, for the period of October 1, 2023 through September 30, 2024, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for one (1) subscription for Gartner for IT Leaders and one (1) subscription for Gartner for CIOs, for the period of October 1, 2023 through September 30, 2024 for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to Gartner, Inc., 56 Top Gallant Road, Stamford, CT 06904, for a contract total amount not to exceed \$101,600.00. Pursuant to 55 ILCS 5/5-1022 (c) not suitable for competitive bids. (Sole provider - Gartner is the only vendor to provide these resources.)

Enacted and approved this 8th day of August, 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#: 23-2373 | RFP, BID, QUOTE OR RENEWAL #: SA #1-2DX7J0Q3 | INITIAL TERM WITH RENEWALS: OTHER | INITIAL TERM TOTAL COST: \$101,600.00 | | | | |
| COMMITTEE: TECHNOLOGY | TARGET COMMITTEE DATE: 08/01/2023 | PROMPT FOR RENEWAL: 6 MONTHS | CONTRACT TOTAL COST WITH ALL RENEWALS: \$101,600.00 | | | | |
| | CURRENT TERM TOTAL COST: \$101,600.00 | MAX LENGTH WITH ALL RENEWALS: ONE YEAR | CURRENT TERM PERIOD: INITIAL TERM | | | | |
| Vendor Information | 1 | Department Information | | | | | |
| VENDOR: Gartner, Inc. | VENDOR #: 13100 | DEPT: | DEPT CONTACT NAME: Anthony McPhearson | | | | |
| VENDOR CONTACT: VENDOR CONTACT PHONE: 917-741-1937 | | DEPT CONTACT PHONE #: 630-407-5005 | DEPT CONTACT EMAIL: Anthony.McPhearson@dupageco.or g | | | | |
| VENDOR CONTACT EMAIL: Suchita.Bedi@gartner.com | VENDOR WEBSITE: gartner.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.). Two (2) subscriptions, one for "Gartner for IT Leaders" and one for "Gartner for CIOs", totaling \$101,600, exempt from bidding per 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bids – Sole Source.

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

These subscriptions will provide access to a large library of world class, objective, independent research reports, personal interaction with some of the best analysts in their fields, training webinars, and other resources on a variety of IT topics.

| SECTION 2: DECISION MEMO REQUIREMENTS | | | | | | | | |
|---|---|--|--|--|--|--|--|--|
| DECISION MEMO NOT REQUIRED SOLE SOURCE PER DUPAGE ORDIN | Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. ANCE, 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. OTHER | | | | | | | |
| 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. Gartner is the only vendor to provide these resources. The vast resources - access to a large library of world-class, objective, independent research reports, personal interaction with some of the best analysts in their fields, training webinars, and other resources - available through Gartner provide the County with ways to improve efficiency and productivity by improving internal resource usage. | | | | | | | |
| MARKET TESTING | List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not. N/A - Gartner is the only vendor to provide these resources. See attached Sole Source letter provided by the vendor. | | | | | | | |
| AVAILABILITY | Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted. N/A - Gartner is the only vendor to provide these resources. See attached Sole Source letter provided by the vendor. | | | | | | | |

| Send | d Purchase Order To: | Send Invoices To: | | |
|-------------------------------------|---|--|---|--|
| Vendor: Gartner, Inc. | Vendor#: 13100 | Dept: | Division: | |
| Attn: Suchita Bedi | Email: purchase orders@gartner.com suchita.bedi@gartner.com | Attn: Sarah Godzicki | Email: Sarah.Godzicki@dupageco.org | |
| Address: 56 Top Gallant Road | City: Stamford | Address: 421 N. County Farm Road | City: Wheaton | |
| State: CT | Zip: 06904 | Zip: 60187 | | |
| Phone: 917-741-1937 | Fax: | Phone: 630-407-5037 | Fax: 630-407-5001 | |
| S | end Payments To: | Ship to: | | |
| Vendor: SAME AS ABOVE | Vendor#: | Dept: | Division: | |
| Attn: | Email: | Attn: Anthony McPhearson | Email: Anthony.McPhearson@dupageco.c | |
| Address: | City: | Address: 421 N. County Farm Road | City: Wheaton | |
| State: | Zip: | State: | Zip: 60187 | |
| Phone: | Fax: | Phone: 630-407-5005 | Fax: | |
| | Shipping | Contract Dates | | |
| Payment Terms: PER 50 ILCS 505/1 | FOB: Destination | Contract Start Date (PO25): Oct 1, 2023 | Contract End Date (PO25): Sep 30, 2024 | |

| | Purchase Requisition Line Details | | | | | | | | | | |
|-------|--|-----|------------------------------------|---|------|---------|------|---------------|-----------------------------|------------|------------|
| LN | Qty | UOM | ltem Detai l (Product #) | Description | FY | Company | AU | Acct Code | Sub-Accts/ Activity Code | Unit Price | Extension |
| 1 | 1 | EA | | Gartner for IT Leaders & Gartner for CIOs 10/01/23 - 09/30/24 | FY23 | 1000 | 1110 | 53020 | | 101,600.00 | 101,600.00 |
| FY is | FY is required, assure the correct FY is selected. Requisition Total \$ | | | | | | | \$ 101,600.00 | | | |

| | Comments | | | | | | |
|----------------------|--|--|--|--|--|--|--|
| HEADER COMMENTS | Provide comments for P020 and P025. | | | | | | |
| SPECIAL INSTRUCTIONS | Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Please make invoice date to allow invoices for payment 08/01/2023. Please send PO to Sarah Godzicki and copy when emailing PO to vendor. | | | | | | |
| INTERNAL NOTES | Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. | | | | | | |
| APPROVALS | Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB. | | | | | | |

The following documents have been attached:

W-9

Vendor Ethics Disclosure Statement

Gartner, Inc. Service Agreement for COUNTY OF DU PAGE ("Client")

This Service Agreement ("SA"), including the General Terms and all applicable Service Descriptions, constitutes the complete agreement between Gartner, Inc. of 56 Top Gallant Road, Stamford, CT 06902 ("Gartner") on behalf of itself and all wholly-owned affiliates of Gartner, Inc. and Client of 421 N County Farm Rd Wheaton IL 60187-2553 ("Client") for the Services (as defined below). Client agrees to subscribe to the following Services for the term and fees set forth below.

1. DEFINITIONS AND ORDER SCHEDULE:

Services are the subscription-based research and related services purchased by Client in the Order Schedule below and described in the Service Descriptions. Service Names and Levels of Access are defined in the Service Descriptions. Gartner may periodically update the names and the deliverables for each Service. If Client adds Services or upgrades the level of service or access, an additional Service Agreement will be required.

Service Descriptions describe each Service purchased, specify the deliverables for each Service, and set forth any additional terms unique to a specific Service. Service Descriptions for the Services purchased in this SA may be viewed and downloaded through the hyperlinks listed in Section 2 below or may be attached to this SA in hard copy, and are incorporated by reference into this SA.

| Service Name | Level of Access | Quantity | Name of User to be Licensed | Contract Term Start <u>Date</u> | Contract Term End <u>Date</u> | Annual Fee USD | Total Fee USD |
|---------------------------|------------------------------|----------|--------------------------------|---------------------------------------|-------------------------------------|-------------------|------------------|
| Gartner for IT Leaders | Individual Access Advisor | 1 | Wendi Wagner | 01-OCT-2023 | 30-SEP-2024 | \$35,900.00 | \$35,900.00 |
| Gartner for CIOs | Individual Access | 1 | Anthony Mcphearson | 01-OCT-2023 | 30-SEP-2024 | \$65,700.00 | \$65,700.00 |
| | | | | Term Total | (Excluding applicable taxes) | | \$101,600.00 |
| | | | | | | | |
| | | | | Total Services: | (Excluding applicable taxes) | | \$101,600.00 |

¹⁻²DX7J0Q3 2312

2. SERVICE DESCRIPTIONS:

| Service Name/ Level of Access | Service Description URL |
|--|---|
| Gartner for CIOs Individual Access | http://sd.gartner.com/sd cio individual advisor.pdf |
| Gartner for IT Leaders Individual Access Advisor | http://sd.gartner.com/sd itl individual advisor.pdf |

3. PAYMENT TERMS

Gartner will invoice Client annually in advance for all Services. Payment is due 30 days from the invoice date. Client shall pay any sales, use, value-added, or other tax or charge imposed or assessed by any governmental entity upon the sale, use or receipt of Services, with the exception of any taxes imposed on the net income of Gartner.

Please attach any required Purchase Order ("PO") to this SA and enter the PO number below. If an annual PO is required for multi-year contracts, Client will issue the new PO at least 30 days prior to the beginning of each subsequent contract year. Any pre-printed or additional contract terms included on the PO shall be inapplicable and of no force or effect. All PO's are to be sent to purchaseorders@gartner.com. This SA may be signed in counterparts.

4. CLIENT BILLING INFORMATION 421 N. County Farm Road, Wheaton, IL 60187 Purchase Order Number Billing Address Sarah Godzicki 630-407-5037 Invoice Recipient Tel. No. Invoice Recipient Name Sarah.Godzicki@dupageco.org Invoice Recipient Email 5. AUTHORIZATION Client: Gartner, Inc. **COUNTY OF DU PAGE** Signature Signature Date Date Anthony McPhearson Print Name Print Name

Title

Chief Information Officer

Title

General Terms

- 1. This SA for subscription-based research and related services (the "Services") is non-cancelable, and may be terminated only for material breach by either party, upon 30 days prior written notice, if the breach is not cured within the notice period.
- 2. Ownership and Use of the Services Gartner owns and retains all rights to the Services not expressly granted to Client. Only the individuals named in this SA (each a "Licensed User") may access the Services. Each Licensed User will be issued a unique password, which may not be shared. Client agrees to review and comply with the Gartner Usage Policy, which is accessible to all Licensed Users via the "Policies" section of gartner.com. Among other things, the Gartner Usage Policy describes how Client may substitute Licensed Users, excerpt from and/or share Gartner research documents within the Client organization, and quote or excerpt from the Services externally.
- 3. DISCLAIMER OF WARRANTIES. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND GARTNER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. CLIENT RECOGNIZES THE UNCERTAINTIES INHERENT IN ANY ANALYSIS OR INFORMATION THAT MAY BE PROVIDED AS PART OF THE SERVICES, AND ACKNOWLEDGES THAT THE SERVICES ARE NOT A SUBSTITUTE FOR ITS OWN INDEPENDENT EVALUATION AND ANALYSIS AND SHOULD NOT BE CONSIDERED A RECOMMENDATION TO PURSUE ANY COURSE OF ACTION. GARTNER SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT CLIENT MAY TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN. CLIENT UNDERSTANDS THAT IT ASSUMES THE ENTIRE RISK WITH RESPECT TO THE USE OF THE SERVICES.
- **4.** Client Confidential Information. Gartner agrees to keep confidential any Client-specific information communicated by Client to Gartner in connection with this SA that is (i) clearly marked confidential if provided in written form, or (ii) preceded by a statement that such information is confidential, if provided in oral form, and such statement is confirmed in writing within 30 days of its initial disclosure. This obligation of confidence shall not apply to any information that: (1) is in the public domain at the time of its communication; (2) is independently developed by Gartner; (3) entered the public domain through no fault of Gartner subsequent to Client's communication to Gartner; (4) is in Gartner's possession free of any obligation of confidence at the time of Client's communication to Gartner; or (5) is communicated by the Client to a third party free of any obligation of confidence. Additionally, Gartner may disclose such information to the extent required by legal process.
- **5.** *Data Protection.* In performing its obligations under this SA, Gartner and Client will each comply with all applicable data privacy legislation. In providing the services Gartner shall comply with its global privacy policy available at gartner.com/privacy.

6. Miscellaneous

- (a) Assignability. This SA and the rights granted to Client hereunder may not be assigned, sublicensed or transferred, in whole or in part, by either party without the prior written consent of the other party, except to a successor to (1) substantially all of the business or assets, or (2) any particular set of assets, business, product or service lines of a party, in each case, by merger or acquisition. Where consent is required, it will not be unreasonably withheld.
- (b) Dispute Resolution. Any unresolved dispute under this SA shall be decided by arbitration conducted in Stamford, Connecticut before a single arbitrator under the administration of JAMS, in accordance with JAMS' Streamlined Arbitration Rules and Procedures. The decision of the arbitrator shall be final and binding, and the award may be entered in any court having jurisdiction. The prevailing party in any arbitration shall be entitled to an award of its reasonable attorneys' fees and costs, in addition to any award of damages or other relief.
- (c) Applicable Law. This SA shall be governed by and construed in accordance with the procedural and substantive laws of the State of Connecticut, without reference to its conflict of law principles.
- (d) Use of Name, Trademark, and Logo. Absent the prior written consent of the other party, neither party shall use the name, trademarks, or logo of the other in promotional materials, publicity releases, advertising, or any other similar publications or communications.
- (e) No Third Party Beneficiaries. This SA is for the benefit of the parties only.
- (f) Surviving Clauses. Sections 3, 4, 5 and 6 (b), (c), (d), (e) and (f) shall survive the termination of this SA.

SERVICE DESCRIPTION

Attachment to the Service Agreement

GARTNER FOR CIOS INDIVIDUAL ACCESS ADVISOR

Gartner for CIOs: Individual Access Advisor (the "Service") is for the most senior technology executive in the client company ("Client"), typically the CIO. The Service provides access to Gartner research and research experts related to all IT roles as well as specific research for the CIO role.

DELIVERABLES

- 1. One user designated by Client ("Licensed User") receives the following Deliverables:
 - Access to Research Experts
 - Peer Engagement and Insights
 - Peer & Practitioner Research
 - Gartner IT Symposium/XpoTM with VIP Access
 - CIO Events
 - CIO Research and related content
 - Executive Leadership Research and related content

- Gartner for IT Leaders Research (includes Core IT Research and Role-specific IT Research)
- Leadership Development Research and related content
- Strategic Business Content for IT Executives
- IT Key Metrics Data
- IT Podcast Series
- 2. Additional information on the Deliverables listed above include the following:

(a) Access to Research Experts

Inquiry: Provides access to Gartner research experts associated with this Service. Inquiry call participation is limited to the expert and the Licensed User. Inquiry topic may be any area of Gartner-covered Research so long as the purpose is to advance the Licensed User's agenda.

Prioritized Scheduling: Leader is entitled to prioritized scheduling for inquiry sessions and 1-on-1 sessions at Gartner IT Symposium/Xpo.

(b) Peer Engagement and Insights

Gartner provides opportunities for peer engagement in a variety of ways. Peer Insights platform and other Gartner assets enables Licensed Users to make new connections with qualified peers, digitally engage, access community features and exclusive features specific to client role.

Peer & Practitioner Research: Includes peer benchmarks, best practices, case studies, tools, and templates.

Attendance at Gartner IT Symposium/XpoTM: One (1) complimentary nontransferable invitation to attend Gartner IT Symposium/Xpo, including standard Symposium entitlements and VIP access, as further referenced below.

Offline Meetups: Access to designated program lounges at Gartner IT Symposium/Xpo.

CIO Events: Complimentary, nontransferable invitation to attend virtual Gartner CIO Events, including regional CIO Leadership Forums. Leaders Forum invitation extended where available to Leaders meeting qualifying criteria.

(c) Research Access

CIO Research and related content

• Research Reports: Up to 12 (twelve) reports per year, covering Gartner-selected topics on areas where business and IT intersect (schedules are approximations and are dependent on the publication schedule of relevant research). Includes associated tools and teleconferences hosted by Executive Programs authors to discuss topics of their reports.

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• Business Research and related content: Targeted to CIOs, CFOs, and other business executives.

Executive Leadership Research and related content: Access to content written on initiatives for Executive Leadership to address the specific and shared needs of leaders in their broader executive role regardless of domain, e.g., digital business transformation, talent, internal communications, and others.

Gartner for IT Leaders Research and related content: Includes Gartner Core IT and Role-specific research and IT Podcast Series.

Strategic Business Content for IT Executives: Access to content that aligns to the changing roles of IT executives and provides guidance around how IT executives can be better business partners to their peers.

Leadership Development Research and related content: Customized professional development content for technology leaders.

Note: For all Research Access (Letter (c), above): Leader may, on an occasional and infrequent basis, forward to other individuals in Client's organization no more than 25 (twenty-five) individual Gartner Research documents per contract year. This may not be done on a routine basis, or via posting on Client's intranet, or in any other manner that has the intent or effect of avoiding the purchase of additional Gartner User licenses.

- (d) **IT Key Metrics Data**: Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.
- (e) **IT Podcast Series**: A subscription-based podcast series featuring Gartner experts' perspectives on business priorities and challenges on topics in information technology.

ADDITIONAL USAGE INFORMATION

The conference invitation or Ticket entitles Licensed User to register for one (1) conference and is valid for 12 (twelve) months from date of issue. A conference invitation provided as part of a Gartner research offering is valid only for a conference during the contract term of that service. One (1) Ticket is issued per contract term of twelve (12) months — a shorter contract term does not entitle Client to a conference invitation. Invitations are nontransferable. A single invitation may not be used by more than one (1) client company employee and may not be used for admission to any conference other than Gartner IT Symposium/Xpo Conference.

Client companies around the world trust Gartner to be objective and independent in its research and advice, and Gartner takes that responsibility seriously. To preserve the objectivity of research, Gartner does not promise Clients favorable coverage or leads from its research experts. Gartner does not provide access to confidential client information, offer aid to secure capital funding, or sell any product for use in litigation. There are no exceptions. If you have questions, please email ombuds@gartner.com.

Use of this Service is governed by the <u>Gartner Usage Policy</u> and the <u>Gartner Content Compliance Policy</u> which are accessible on the Policies section of <u>gartner.com</u>.

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SERVICE DESCRIPTION Attachment to the Service Agreement GARTNER FOR IT LEADERS INDIVIDUAL ACCESS ADVISOR

Gartner for IT Leaders Individual Access Advisor (the "Service") provides client ("Client") access to research and advice about information technology and the functional responsibilities of specific IT roles.

DELIVERABLES

- 1. Each user designated by Client ("Licensed User") receives the following Deliverables:
- Core IT Research
- Role-Specific IT Research
- Peer & Practitioner Research
- IT Key Metrics Data
- Diagnostic Tools, Templates, and Case Studies
- Selected Vendor Reports

- Weekly Picks & News Analysis
- Webinars
- Select Peer Engagement and Insights Features
- IT Podcast Series
- Individual Inquiry
- IT Summit Conference Ticket

ADDITIONAL USAGE INFORMATION

Participation in inquiry calls is limited to the Licensed User(s) and the Gartner research expert only (i.e., non-Users, either inside or outside of the client company, may not attend or otherwise participate on the call).

The Conference Ticket is a numbered identifier (e.g., 424562) that entitles Licensed User to register for one (1) conference as specified in the Ticket Letter emailed to Client. Tickets are valid for 12 (twelve) months from date of issue, per the expiration date on the Ticket Letter. Tickets provided as part of a Gartner research service are valid only for conferences during the contract term of that service; one (1) Ticket is issued per 12-month (twelve-month) contract term – a shorter contract term does not entitle Client to a Ticket. Tickets are transferable within the client company but may not be transferred to another company. A single Ticket may not be used by more than one (1) individual and may not be used for admission to any conference other than an IT Summit.

Client companies around the world trust Gartner to be objective and independent in its research and advice, and Gartner takes that responsibility seriously. To preserve the objectivity of research, Gartner does not promise Clients favorable coverage or leads from its research experts. Gartner does not provide access to confidential client information, offer aid to secure capital funding, or sell any product for use in litigation. There are no exceptions. If you have questions, please email ombuds@gartner.com.

Use of this Service is governed by the <u>Gartner Usage Policy</u> and the <u>Gartner Content Compliance Policy</u> which are accessible on the Policies section of <u>gartner.com</u>.

Eunice Appiah 1201 Wilson Boulevard Arlington, VA 22209 eunice.appiah@gartner.com www.gartner.com

Gartner

28 June 2023

Sarah Godzicki Administrative Assistant Information Technology DuPage County 421 N. County Farm Road Wheaton, IL 60187

Dear Ms. Godzicki:

Gartner Inc. (Gartner) is providing this communication to certify and confirm that our Research and Advisory Services products are sold exclusively by Gartner employees to the Government.

As stated in the previous letter we provided regarding this topic, Gartner continues to maintain the same level of objectivity and does not use resellers, distributors, VAR's or any other type of indirect sales channel nor sales intermediary to deliver our products to Government Clients. Gartner products consist of copyrighted, proprietary Gartner Intellectual Property and are only available (in both the commercial and government marketplace) through Gartner's direct sales channel. In summary, Gartner is the only entity capable of providing Gartner licenses to Clients.

Should you have questions regarding this letter or require additional information, please contact the undersigned at the following email Eunice. Appiah@Gartner.com.

Respectfully submitted,

Signature on File

Eunice Appiah Associate Contracts Director, Gartner



Required Vendor Ethics Disclosure Statement

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

Date: Jun 29, 2023

| County's Contractural Obligation. | Bid/Contract/PO #: 1-2DX7 | | | | | |
|-----------------------------------|--|--|--|--|--|--|
| Company Name: Gartner, Inc. | Company Contact: Contract Admin Team | | | | | |
| Contact Phone: +1-203-964-0096 | Contact Email: ama.contractadmin@gartner.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.

| \boxtimes | NONE (check here) - If no cont | ributions have been made | | | |
|-------------|--------------------------------|--------------------------|---|--------------|-----------|
| | Recipient | H ZOHOT | 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 | Telephone | Email |
| relation to the contract or bid | | |
| | | |

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

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

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

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

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

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

| Authorized Signature | Signature on File | | | | |
|------------------------|---|---|----|---|-------------------------|
| Printed Name | Melissa McKay | | | _ | |
| Title | Manager | | | | |
| Date | June 29, 2023 | | | _ | |
| Attach additional shee | ts if necessary. Sign each sheet and number each page. Page | 1 | of | 1 | (total number of pages) |

THE STORY OF THE S

Technology Requisition \$30,000 and Over

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

File #: TE-P-0059-23 Agenda Date: 8/1/2023 Agenda #: 6.C.

AWARDING RESOLUTION ISSUED TO ADLIB VENTURES SOLUTIONS LLC FOR THE PROCUREMENT OF RANDOM ACCESS MEMORY (RAM) FOR INFORMATION TECHNOLOGY (CONTRACT TOTAL AMOUNT \$49,500.00)

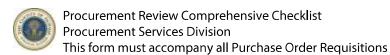
WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract to Adlib Ventures Solutions, for random access memory (RAM), for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that said contract is for random access memory (RAM), for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to Adlib Ventures Solutions, 7451 Auburn Blvd., Citrus Heights, CA 95610, for a contract total amount not to exceed \$49,500.00, per lowest responsible bid #23-078-IT.

Enacted and approved this 8th day of August, 2023, at Wheaton, Illinois.

| | DEBORAH A. CONROY, CHAIR |
|----------|------------------------------|
| | DU PAGE COUNTY BOARD |
| | |
| | |
| . | |
| Attest: | |
| | JEAN KACZMAREK, COUNTY CLERK |



| SECTION 1: DESCRIPTION | | | | | | |
|---|---|--|--|--|--|--|
| General Tracking | | Contract Terms | | | | |
| FILE ID#: 23-2436 | RFP, BID, QUOTE OR RENEWAL #: 23-078-IT | INITIAL TERM WITH RENEWALS: OTHER | INITIAL TERM TOTAL COST: \$49,500.00 | | | |
| COMMITTEE: TECHNOLOGY | TARGET COMMITTEE DATE: 08/01/2023 | PROMPT FOR RENEWAL: 3 MONTHS | CONTRACT TOTAL COST WITH ALL RENEWALS: \$49,500.00 | | | |
| | CURRENT TERM TOTAL COST: \$49,500.00 | MAX LENGTH WITH ALL RENEWALS: ONE YEAR | CURRENT TERM PERIOD: INITIAL TERM | | | |
| Vendor Information | 1 | Department Information | rmation | | | |
| VENDOR: ADLIB VENTURES SOLUTIONS LLC | VENDOR #: | DEPT: Information Technology | DEPT CONTACT NAME: Joe Hamlin | | | |
| VENDOR CONTACT: David Fida | VENDOR CONTACT PHONE: 1.516.209.3385 | DEPT CONTACT PHONE #: 630.407.5000 | DEPT CONTACT EMAIL: joe.hamlin@dupageco.org | | | |
| VENDOR CONTACT EMAIL: David@adlibventures.us | 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.). Procurement of RAM for the VSAN, via lowest Bid #23-078-IT, for a total of \$49,500.

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

By purchasing this RAM, we will alleviate memory constraints on the VSAN as well as extend the usable life of our VSAN.

| SECTION 2: DECISION MEMO REQUIREMENTS | | | | | | | |
|---|---|--|--|--|--|--|--|
| DECISION MEMO NOT REQUIRED LOWEST RESPONSIBLE QUOTE/BID | Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. O (QUOTE < \$25,000, BID ≥ \$25,000; ATTACH TABULATION) | | | | | | |
| 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. |

| Send Purch | nase Order To: | Send Invoices To: | | | |
|---|----------------------------------|--|--|--|--|
| Vendor: ADLIB VENTURES SOLUTIONS LLC | Vendor#: | Dept: Information Technology | Division: | | |
| Attn: David F l da | Email: David@adlibventures.us | Attn: Sarah Godzicki | Email: Sarah.Godzicki@dupageco.org | | |
| Address: 7451 Auburn Blvd. | City: Citrus Heights | Address: 421 N. County Farm Rd. | City: Wheaton Zip: 60187 | | |
| State: CA | Zip: 95610 | State: | | | |
| Phone: 1,516,209.3385 | Fax: | Phone: 630-407-5037 | Fax: 630-407-5001 | | |
| Send Pa | yments To: | Ship to: | | | |
| Vendor: ADLIB VENTURES SOLUTIONS LLC | Vendor#: | Dept: Information Technology | Division: | | |
| Attn: David Fida | Email: David@adlibventures.us | Attn: Joe Hamlin | Email: Joe.Hamlin@dupageco.org | | |
| Address: 7451 Auburn Blvd. | City: Citrus Heights | Address: 421 N. County Farm Rd. | City: Wheaton | | |
| State: CA | Zip: 95610 | State: | Zip: 60187 | | |
| Phone: 1.516.209.3385 | Fax: | Phone: 630.407.5000 | Fax: | | |
| Shi | pping | Contract Dates | | | |
| Payment Terms: PER 50 ILCS 505/1 | FOB: Destination | Contract Start Date (PO25): Aug 1, 2023 | Contract End Date (PO25): Feb 1, 2024 | | |

| Purchase Requisition Line Details | | | | | | | | | | | |
|---|-----|-----|------------------------------------|---|------|---------|--------------|-----------|-----------------------------|------------|-----------|
| LN | Qty | UOM | ltem Detai l (Product #) | Description | FY | Company | AU | Acct Code | Sub-Accts/ Activity Code | Unit Price | Extension |
| 1 | 180 | EA | HPE RAM | P00924-B21 32GB 2Rx4 PC4-2933Y-R Smart Kit | FY23 | 1000 | 1110 | 54100 | | 275.00 | 49,500.00 |
| FY is required, assure the correct FY is selected. Requisition Total | | | | | | | \$ 49,500.00 | | | | |

| 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. | | | | | |
| NTERNAL 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 RAM FOR EXISTING VSAM 23-078-IT BID TABULATION

| | | | | ADLIB VENTURES | S SOLUTIONS LLC | TAZA CONS | STRUCTION | | TECHNOLOGY | SERVICE EX | XPRESS LLC | INSIGHT PU | BLIC SECTOR | SHI INTEI | RNATIONAL |
|-----|--|-----|-----|----------------|-----------------|-----------|----------------|-----------|----------------|------------|----------------|------------|----------------|-----------|----------------|
| NO. | ITEM | UOM | QTY | PRICE | EXTENDED PRICE | PRICE | EXTENDED PRICE | PRICE | EXTENDED PRICE | PRICE | EXTENDED PRICE | PRICE | EXTENDED PRICE | PRICE | EXTENDED PRICE |
| 1 | HPE RAM P00924-B21 HPE 32GB 2Rx4 PC4- 2933Y-R Smart Kit | EA | 180 | \$ 275.00 | \$ 49,500.00 | \$ 310.89 | \$ 55,960.20 | \$ 335.00 | \$ 60,300.00 | \$ 345.00 | \$ 62,100.00 | \$ 347.00 | \$ 62,460.00 | \$ 361.97 | \$ 65,154.60 |
| | | | | GRAND TOTAL | \$ 49,500.00 | | \$ 55,960.20 | | \$ 60,300.00 | | \$ 62,100.00 | | \$ 62,460.00 | | \$ 65,154.60 |

| NOTES | | | |
|-------|--|--|--|
| | | | |
| | | | |

| Bid Opening 06/16/23 @ 2:30 PM | NE, MP |
|------------------------------------|--------|
| Invitations Sent | 19 |
| Total Vendors Requesting Documents | 4 |
| Total Bid Responses | 6 |

SECTION 7 - BID FORM PRICING

All quantities listed are for canvassing purposes.

| NO. | ITEM | UOM | QTY | PRICE | EXTENDED PRICE |
|-----|---|-----|-----|-------------|----------------|
| 1 | HPE RAM P00924-B21 HPE 32GB 2Rx4 PC4-2933Y-R Smart Kit | EA | 180 | \$ 275 | \$ 49,500 |
| Fo | oty-nine thousands Five | 0 | 1 | GRAND TOTAL | \$49,500 |

SECTION 8 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

| (Signature and Title) | wid Fida | - |
|--|-----------------|----------------------------------|
| | | CORPORATE SEAL (If available) |
| BID MUST BE SIGNED | AND NOTARIZED (| (WITH SEAL) FOR CONSIDERATION |
| Subscribed and sworn to before me this | day of | AD, 20 |
| (Notary Public) | My Commissio | on Expires: |
| | | 8 |

THE COUNTY OF DUPAGE RAM FOR EXISTING VSAM 23-078-IT Page 18 of 28

SEAL

SECTION 9 - MANDATORY FORM RAM FOR EXISTING VSAM 23-078-IT

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION) Full Name of Bidder Main Business Address City, State, Zip Code Telephone Number **Email** id ad librentures. US Address **Bid Contact Person** The undersigned certifies that he is: the Owner/Sole a Member authorized to Officer a Member of the Joint Proprietor sign on behalf of the Corporation Venture Partnership Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows: (President or Partner) (Vice-President or Partner) (Secretary or Partner) (Treasurer or Partner) Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including ___, ____, and ____ issued thereto. Further, the undersigned proposes and agrees, if this bid 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 Bidder 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 Bidder and is true and accurate. Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-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 bid and has checked the same in detail before submitting this bid, 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. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.) Further, the Bidder certifies that he has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.



Required Vendor Ethics Disclosure Statement
Failure to complete and return this form may result in delay or cancellation of the

| County's Contractua | | | Bid/Contract/PO #: | | | | | |
|--|---|---|--|---|--|---|--|--|
| Company Name: AdibVev | tures | Solutions | CompanyContact: | avi | d Fida | | | |
| Contact Phone: (516) | 209 3 | 385 | Contact Email: Day | | | 205.175 | | |
| The DuPage County Procurer 1. Every contractor, union, or vend more individual contracts with the Division a written disclosure of calendar year to any incumbent awarded will benefit. The contral any change order or renewal regincludes owners, officers, managentities under the control of the NONE (check here) - If no control of the control of the NONE (check here) - If no control of the control of the NONE (check here) - If no control of the control of the NONE (check here) - If no control of the control of th | for that is seek he county resi all political car county board actor, union or quiring approv gers, lobbyists, contracting p | sing or has previously oulting in an aggregate a mpaign contributions m member, county board r vendor shall update so ral by the county board , agents, consultants, berson, and political act | btained a contract, change order amount at or in excess of \$25,0 and by such contractor, union, d chairman, or countywide election disclosure annually during the force of this disclosure annually during the county of the such disclosure annually during the county of this disclosure annually during the county of this disclosure. | ers to or 00, shal or veno ted offic the term | to award: ne (1) or more cont I provide to Procur dor within the curr cial whose office th n of a multi-year co ement, "contractor | eracts, or two (2) or rement Services ent and previous ne contract to be entract and prior to or vendor" | | |
| Recipient | Donor | [| Description (e.g. cash, type of ite kind services, etc.) | em, in- | Amount/Value | Date Made | | |
| | | | | - | | | | |
| | | | | | | | | |
| their lobbyists, agents and repr the contractor bid and shall upon NONE (check here) - If no con Lobbyists, Agents and Represe or will be having contact with relation to the contract or bid | tacts have be | een made | Telephone | Email | | | | |
| | | | | | | | | |
| Annual disclosi | ed, and I agre changes, withi o the optional ure for multi-y est for change hics and proc | e to update this discless in five (5) days of change renewal of any contracted contracts on the accorder except those issurement policies and | psure form as follows: ge, or prior to county action, which the county action is a county action in the county action in the county action is a county action in the county for administives and county for administive and county action action and county action and county action actio | nichever | is sooner | e not limited to, | | |
| I hereby acknowledge that I ha | | nave read. and under | stand these requirements. | | | | | |
| Date 6/ | 812 | 223 | | | | | | |

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

Rev 1.1