DU PAGE COUNTY

Technology Committee

Regular Meeting Agenda

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

Tuesday, August 18, 2026 **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. **26-2202**
Technology - Regular Meeting Minutes - August 4, 2026

6. PROCUREMENT REQUISITIONS

6.A. **TE-P-0015-26**
Recommendation for the approval of a contract purchase order to Gartner, Inc., for one (1) subscription for Executive Programs V2 Guided Team Advisor Member and one (1) subscription for Executive Programs v2 Guided Promo Team Leader, for Information Technology, for the period of October 1, 2026 through December 31, 2027, for a contract total amount of $199,375. Contract pursuant to the Intergovernmental Cooperation Act (NASPO Contract #186840).

6.B. **TE-P-0016-26**
Recommendation for the approval of a contract purchase order to SHI International Corp., for the procurement of Absorb Software annual licensing and hosting with premium support, for Information Technology, for the period of September 14, 2026 through September 13, 2029, for a contract total amount of $133,144.12. Contract pursuant to the Intergovernmental Cooperation Act (Sourcewell Contract # 121923-SHI).

6.C. **26-2100**
Recommendation for the approval of a contract purchase order to SHI International Corp, for seven HP workstations, for the Information Technology GIS Team, for the period of August 18, 2026 through August 17, 2027, for a contract total amount of $24,767.68. Contract pursuant to the Intergovernmental Cooperation Act (Sourcewell Contract #121923-IT).

7. CONSENT ITEMS

7.A. **26-2203**

Decrease and close Purchase Order 8481-0001 SERV, issued to CDW LLC in the amount of $47,925.76. The vendor increased the price when the order was placed.

8. PRESENTATION

8.A. Information Technology Budget Presentation FY2027

9. OLD BUSINESS

10. NEW BUSINESS

11. ADJOURNMENT

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Minutes

File #: 26-2202 **Agenda Date:** 8/18/2026 **Agenda #:** 5.A.

DU PAGE COUNTY

421 N. COUNTY FARM ROAD
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Technology Committee

Summary

Tuesday, August 4, 2026	11:00 AM	Room 3500B

1. CALL TO ORDER

Meeting was called to order at 11:02am.

2. ROLL CALL

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

3. CHAIRWOMAN'S REMARKS - CHAIR COVERT

Chairwoman shared updates on the excellent work taking place across DuPage County and technology and innovation. Congratulations to CIO Anthony McPhearson, the recorder's office and all DuPage County employees who's collaboration contributed in DuPage County being recognized as a 2026 AI50 organization by the center for public sector AI.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. **26-2099**

Technology - Regular Meeting Minutes - July 7, 2026

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Kari Galassi

6. PROCUREMENT REQUISITIONS

6.A. **TE-P-0013-26**

Recommendation for the approval of a contract purchase order to SHI International Corp, for data storage equipment, for Information Technology, for the period of August 12, 2026 through August 11, 2027, for a contract total amount of $47,657.76. Contract pursuant to the Intergovernmental Cooperation Act (OMNIA Contract #2024056-02).

Anthony McPhearson discussed price increase on this item, supply chain issues, reaching out for additional quotes and attainting a lower quote with this vendor.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Michael Childress
SECONDER:	Kari Galassi

6.B. **TE-P-0014-26**

Recommendation for the approval of a contract purchase order to SHI International Corp, for SpyCloud software, for Information Technology, for the period of August 12, 2026 through August 11, 2027, for a contract total amount of $46,054.20. Contract pursuant to the Intergovernmental Cooperation Act (Sourcewell Contract #121923-SHI).

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Michael Childress
SECONDER:	Kari Galassi

6.C. **TE-CO-0004-26**

Amendment to Purchase Order 8474-0001 SERV issued to Monday.com LTD, to add ten (10) additional seats, for an increase of $4,115.14 and a new contract total amount of $30,861.66. (Eight of the ten additional seats will be used for Community Services Weatherization Program staff.)

Members discussed Monday.com issues concerning AI accessibility of personal information.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Michael Childress
SECONDER:	Kari Galassi

7. OLD BUSINESS

No old business was discussed.

8. NEW BUSINESS

Coroner's office representative thanked IT for the help setting up and getting them running at OHSEM after having technology issues at their office.

9. ADJOURNMENT

With no further business, the meeting was adjourned at 11:15am.

Technology Requisition $30,000.01+

421 N. COUNTY FARM ROAD
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File #: TE-P-0015-26 **Agenda Date:** 8/18/2026 **Agenda #:** 6.A.

AWARDING RESOLUTION ISSUED TO
GARTNER, INC.
FOR TWO SUBSCRIPTIONS FOR EXECUTIVE PROGRAMS
FOR INFORMATION TECHNOLOGY
(CONTRACT TOTAL AMOUNT $199,375)

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 two subscriptions for executive programs; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the NASPO, Contract # 186840, the County of DuPage will contract with Gartner Inc; and

WHEREAS, the Information Technology recommends County Board approval for the issuance of a contract to Gartner Inc, FOR two subscriptions for executive programs, for the period of October 1, 2026 through December 31, 2027, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for two subscriptions for executive programs, for the period of October 1, 2026 through December 31, 2027, for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to Gartner, Ince, 56 Top Gallant Rd, Stamford, CT 06902-7700, for a contract total amount not to exceed $199,375 per contract pursuant to the NASPO, Contract# 186840.

Enacted and approved this 25th day of August, 2026 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#:	RFP, BID, QUOTE OR RENEWAL #: SO-Q-00573427	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $199,375.00
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 08/18/2026	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $199,375.00
	CURRENT TERM TOTAL COST: $199,375.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Gartner, Inc.	VENDOR #: 13100	DEPT: IT	DEPT CONTACT NAME: Richard Burnson
VENDOR CONTACT: Tim Olsen	VENDOR CONTACT PHONE: 312-730-9040	DEPT CONTACT PHONE #: 5064	DEPT CONTACT EMAIL: Richard.Burnson@dupagecounty.go v
VENDOR CONTACT EMAIL: tim.olsen@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 (1) for "Executive Programs v2 Guided Promo Team Leader" and one (1) for "Executive Programs v2 Guided Team Advisor Member", totaling S 199,375.00 over a 3 month ($39,875) service period and a 12 month ($159,500) period for a total of 15 months per NASPO Contract #DPC-1428523190-SA-21-PASS_ITRAC.
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. We are leveraging a 15 month term to align the contract closer to our fiscal year.

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. Gartner holds a NASPO agreement with multiple states including the State of Illinois to provide a service not offered by any other vendor.
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). Staff recommends a continued partnership with Gartner as they provide access to an on line database containing IT research ALTERNATIVES articles, business advice, research, and data, as well as advisory services, workshops, and conferences on IT related topics, which has proven beyond beneficial for our IT department and staff.

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: Gartner, Inc.	Vendor#: 13100	Dept: IT	Division:
Attn: Tim Olsen	Email: tim.olsen@gartner.com	Attn: Sarah Godzicki	Email: ITAP@dupagecounty.gov
Address: 56 Top Gallanr Road	City: Stamford	Address: 421 N County Farm Rd	City: Wheaton
State: CT	Zip: 06904	State: IL	Zip: 60187
Phone: 312-730-9040	Fax:	Phone: 630-407-5037	Fax:
Send Payments To:		***Ship to:***	
Vendor: SAME AS ABOVE	Vendor#:	Dept: IT	Division:
Attn:	Email:	Attn: Richard Burnson	Email: Richard.Burnson@dupagecounty.g ov
Address:	City:	Address: 421 N County Farm Rd	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5064	Fax: N/A
Shipping		**Contract Dates**	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Oct 1, 2026	Contract End Date (PO25): Dec 31, 2027

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA	Service Period 1	3 month Term 10/1/26-12/31/26	FY26	1000	1100	53020		39,875.00	39,875.00
2	1	EA	Service Period 2	12 month term 1/1/27-12/31/27	FY27	1000	1100	53020		159,500.00	159,500.00
FY is required, ensure the correct FY is selected.										Requisition Total	$ 199,375.00

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 send PO to Sarah Godzicki & Richard Burnson and copy both when emailing PO to vendor Initial invoice date should be 8/25/2026
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

Interested State Information Form

Please complete this form if your state wishes to be identified as a potential Participating Entity ("Interested State") in the Request for Proposals for the NASPO ValuePoint portfolio named below (the "RFP"). A confidential draft of the RFP has been shared with NASPO primary members for review. Comments and questions on the RFP draft, as well as a completed copy of this form, may be emailed to the NASPO ValuePoint contact identified below by the indicated due date.

Submission of this form does not commit any Interested State to execution of any Participating Addendum.

I. SOLICITATION INFORMATION.

A. Portfolio Name: Procurement Assistance and Support Services
B. Lead State: North Carolina
C. NASPO ValuePoint Contact Name: Anna Totzke
D. NASPO ValuePoint Contact Email: atotzke@naspo.org
E. Form Due Date: ________________

II. STATE INFORMATION. Please provide the information below. **Forms should be completed and submitted only with the approval of the state's NASPO primary member or designee.** If your state requires a signature from the primary member or designee to indicate approval, they may sign below.

A. State: State of Illinois
B. State Point of Contact Name: Sophia Choi
C. State Point of Contact Title: State Purchasing Officer
D. State Point of Contact Email: sophia.choi@illinois.gov
E. NASPO Primary Member or Designee Name: Ellen H. Daley
F. NASPO Primary Member or Designee Email: Ellen.H.Daley@illinois.gov

NASPO Primary Member or Designee Signature (if required): ________________________________

III. ESTIMATED ANNUAL VOLUME. Please provide your state's estimated annual volume of spend on products and services within the scope of the RFP, based on historical usage and/or anticipated future usage. The Total Estimated Annual Volume for each Interested State will be included in the RFP for informational purposes only.

Providing an estimate does not commit any Interested State to any minimum or maximum volume of spend.

A. Estimated Annual Volume for State-level Entities: Not Available
B. Estimated Annual Volume for Non-state-level Entities: Not Available
C. Total Estimated Annual Volume (sum of A and B): Not Available

IV. PARTICIPATING ADDENDUM TERMS AND CONDITIONS. Interested States may attach state-specific terms and conditions to this form for inclusion in the RFP as potential Participating Addendum terms and conditions. Terms and conditions provided by Interested States will be shared with vendors for informational purposes only and will not be incorporated into the Master Agreement or addressed or negotiated by the Lead State. Participation and the terms and conditions applicable to each Participating Entity will be determined by the Participating Entity following negotiation of a Participating Addendum with a Contractor.

Please check one of the below.

○ My state is not providing terms and conditions for inclusion in the RFP.

◉ My state has attached state-specific terms and conditions to this form, or included state-specific terms and conditions below, for inclusion in the RFP.

CPO·GS

Notice of Award Form

Agency and Awarded Vendor Information

Description: JPMC Participation contract for Procurement Assistance Support Services (PASS). IT Research, Advisory, and Consulting (IT RAC) Services led by the State of North Carolina via NASPO that will be available to governmental units and not-for-profit agencies located in the State of Illinois.

Bid Number: 26-448DOIT-INFOT-B-52539

Agency: Department of Innovation and Technology

Vendor Selected for Award: Gartner, Inc

Line Item Description: Establish an indefinite quantity master contract for IT acquisition professional services to assist the state with developing strategy, specifications, pricing models, and evaluation criteria for competitive solicitations.

Total Award Amount: $3,000,000

Number of unsuccessful bidders/offerors: 0

Terms (Add Renewal Terms as appropriate)	Length	Value
Initial Term	2 years and 8 months	3,000,000

Delete Renewal Term | Add Renewal Term 1,2,3

Farm Leases and Concessions

Value to the State:

Estimated Financial Return to the State for the Life of the Contract (Includes Renewals)

Value to the Vendor:

Estimated Gross Revenue to the Vendor for the Life of the Contract (Includes Renewals)

Business Enterprise Program/Veterans Business Program

Awarded bidder/offeror BEP/VBP Utilization Plan Goals 30 ILCS 575/7 (6)

% of VBP Per Utilization Plan: 0

% of BEP Per Utilization Plan: 11

List each bidder or offeror's name	Total bid amount	The name(s) of the certified BEP vendor(s) identified in the bidder's or offeror's submitted utilization plan	The Percentage of the bid's amount awarded to certified BEP vendor(s) identified in the utilization plan
Gartner, Inc	3,000,000	Marucco, Stoddard, Ferenbach & Walsh, Inc. DBA: MSF&W Consulting	11%

*NA indicates that the offeror's pricing remained sealed.

Add Row | Delete Row

Notice of Award Form

Agency Contact

Contact Name:	Dave Carter	Telephone Number:	217-299-9678
Email Address:	dave.carter2@illinois.gov	Fax Number:	
Street Address:	120 W. Jefferson	City:	Springfield
State:	IL	Zip Code:	62702

SPO Written Determination for Contract Award Decision

☐ **General** - Applies to Split Awards, Award to Other than Lowest Responsible and Responsive Bidder. The Rationale described by the purchasing agency in the recommendation to award seems reasonable, and serves as the basis for the contract decision.

☐ **Invitation for Bid -** The contract was procured through the Invitation for Bid Process, and the contract has been awarded to the lowest priced responsive and responsible bidder.

☐ **Invitation for Bid award with Domestic Products preference -** The contract was procured through the Invitation for Bid Process, and the contract has been awarded to the lowest priced responsive and responsible bidder by applying the Procurement of Domestic Products Act (30 ILCS 517) preference.

☒ **Request for Proposal** - Based on factors set forth in the Request for Proposal, the contract has been awarded to the offeror whose proposal is most advantageous to the State.

Other: JPMC Participation contract for Procurement Assistance Support Services (PASS). Off of the NASPO master agreement DPC-1428523190-SA led by the state of North Carolina

Signature Field:

Date: May 20, 2026

Gartner

GARTNER SERVICE ORDER ("SO") Q-00573427

Gartner	Client (Sold To)	Client (Bill To)
GARTNER, INC. 56 TOP GALLANT ROAD STAMFORD, CT 06902-7700 UNITED STATES	COUNTY OF DU PAGE 421 N COUNTY FARM RD WHEATON, ILLINOIS 60187-3978 UNITED STATES	ACCOUNTS PAYABLE COUNTY OF DU PAGE 421 N COUNTY FARM RD WHEATON, IL 60187-2553 UNITED STATES itap@dupagecounty.gov

1. ORDER SCHEDULE

Client agrees to subscribe to Gartner for the Services listed in the table below. Each Service Period is 12 months unless specified in the Order Schedule.

Service Name/ Level of Access	Quantity	Licensed User	Total Service Period (Months)	Service Start/End	Service Period 1	Service Period 2
Executive Programs v2 Guided Promo Team Leader	1	Anthony Mcphearson	15	01-Oct-2026 31-Dec-2027	3 months	
Executive Programs V2 Guided Team Advisor Member	1	Richard Burnson	15	01-Oct-2026 31-Dec-2027	3 months	
Total Service Period Fee Exclusive Of Applicable Tax					USD 39,875.00	USD 159,500.00

Due to the multi-year term of this Service Agreement, Client expressly waives its right of termination for convenience. Subject to unavailability of funds appropriated under the Client's funding authority, Client may modify or cancel the remaining annual contract term(s) of this SA provided that Client notifies Gartner in writing of such at least 60 days prior to the contract start date for the upcoming annual term. The parties understand and agree that they have specifically bargained for lower out-year pricing, and that regulatory restrictions and Gartner policy prohibit discounting for any clients. Therefore, the parties agree that Client shall use its best efforts to seek and obtain sufficient appropriation of funds to meet Client's payment obligations for ensuing fiscal year(s). Should Client seek termination for lack of appropriated funds, Client shall provide written evidence of such unavailability certified by Client's authorized representative.

As part of Gartner's portfolio simplification initiative, the user's license is migrated to a new product offering with same or greater entitlements. All migrated licenses will retain grandfathered pricing as awarded. The grandfathered pricing only applies to existing migrated license(s), is nontransferable, and is contingent upon uninterrupted renewal. At time of Order renewal, or Option Year exercised, license pricing will be granted for the lesser of a 5% escalation OR the active current and applicable base contract or Framework awarded pricing. Net new licenses, additional users, or expanded scope will be priced at the applicable current base contract or Framework awarded pricing. If the Task is terminated and re-awarded at later date for any reason, or should there be material modification of the scope to the existing Task, all licenses will be priced per the applicable base contract or Framework awarded pricing.

2. SERVICE DESCRIPTIONS

Service Name/Level of Access	Service Description URLs
Executive Programs v2 Guided Promo Team Leader	See Attached
Executive Programs V2 Guided Team Advisor Member	https://sd.gartner.com/sd_expv2_guided_advisor_mbr.pdf

3. PAYMENT TERMS

Payment Terms	Billing Schedule	PO Number Required on Invoice
Net 60	Annual in advance	Select Yes/No: ______________ PO Number:______________

If Client requires a Purchase Order ("PO") number to be included on Gartner's invoice for payment, "yes" must be checked and the PO number entered in the table above. Failure to do so may result in delayed access to Services. Should Client require an annual PO number for multi-year Service Orders, Client must provide the new PO number at least 30 days prior to the beginning of each subsequent Service Period. The original PO number will be used for subsequent invoices if a new PO number is not provided. Regardless of whether Client provides a PO number, Client remains obligated to pay the Total Fee for all Service Periods in Section 1. Any pre-printed or additional terms included on the PO shall be inapplicable and of no force or effect. Any notices, notifications, or subsequent POs are to be sent to americascontracts@gartner.com.

Client agrees to 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.

4. SERVICE TERMS

This Service Order is governed by the Participating Addendum # 26-448DOIT-INFOT-P-97276 to NASPO# DPC-1428523190-SA-21-PASS_ITRAC between Gartner, Inc. and Illinois Department of Innovation and Technology dated 05-Jun-2026 ("Agreement") and constitutes the entire agreement between Gartner, on behalf of itself and its Affiliates, and Client for the Services. All defined terms not defined in this Service Order are defined in the Agreement. For the purposes of this Service Order, all references to "Service Agreement" in the Agreement shall be a reference to this Service Order.

COUNTY OF DU PAGE	GARTNER, INC.
______________________	______________________
Client Signature	*Gartner Signature*
______________________	______________________
Print Name	*Print Name*
______________________	______________________
Title	*Title*
______________________	______________________
Date	*Date*

Gartner

SERVICE DESCRIPTION
Attachment to the Service Agreement

EXECUTIVE PROGRAMS V2 GUIDED PROMO: TEAM LEADER

Executive Programs v2 Guided Promo: Team Leader (the "Service") is designed for the most senior technology executive in the client company ("Client"), typically the CIO, and their leadership team. The Service provides Client with an ongoing advisory relationship with Gartner and a thinking partner to contextualize Gartner insights and requires the separate purchase of one or more of the following Services: (i) Executive Programs v2 Team Leader Member, (ii) Executive Programs v2 Member, or (iii) Executive Programs v2 Team Member Service.

DELIVERABLES

Executive Programs v2 Guided Promo comprises one or more sets of users, each of whom holds a Gartner user license: (i) the "Team Leader", (ii) team "Leader Members", (iii) individual team "Members", or (iv) "Extended Team Members", as designated by Client and listed in the Service Agreement. The Executive Programs v2 Guided Promo: Team Leader hereinafter is referred to as "Licensed User".

1. The Licensed User is entitled to the following Gartner Deliverables:
   - **Assigned Service Delivery Team**
     - Virtual Team Workshop
   - **Expert Interactions**
   - **Expert Insights**
     - Executive Programs v2 and related Role/IT Research
     - Business Initiatives Research
     - Executive Leadership Research
     - Industry Research
     - Emerging Tech & Trends Research
   - **Tools and Data**
   - **Peer Experiences**
   - **Conferences and Events**
     - Gartner IT Symposium/Xpo™ with Exclusive Member Experience
     - CIO Leadership Forum
     - Webinars

2. Additional information on the Deliverables listed above include the following:

   (a) **Assigned Service Delivery Team**

   Executive Partner: An Executive Partner with experience in senior technology executive roles and a client success manager will serve as the Licensed User's primary points of contact for this Service. They will help define and develop customized plans based on Licensed User's priorities and initiatives. The client success manager is an experienced service professional who understands the Licensed User's context and priorities and helps them understand their entitlements and leverage the most relevant Gartner resources.

   Licensed User may interact monthly with the Executive Partner and Gartner to ensure ongoing engagement and delivery of value. Interactions may include virtual strategy meetings, peer networking or Executive Partner virtual discussions.

   (b) **Expert Interactions**

   Access to Gartner experts associated with the Service. Inquiry call participation is limited to the expert, the Team Leader, and Team Members. The Licensed User can schedule individual sessions with an expert and team sessions. Team sessions must be requested and moderated by the Licensed User, who must be present on the call and lead the discussion and questions to advance the Team agenda. The Licensed User may, on an occasional and infrequent basis (not to exceed 10 (ten) times per contract year, and not to exceed more than 25 (twenty-five) individuals per session), include in inquiry calls non-Team Members from within the Client company.

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

(c) **Expert Insights:** Exclusive Gartner Research Reports relevant to Licensed User. These may include Gartner selected topics across IT, business, industries, emerging tech and trends, and leadership development.

(d) **Tools and Data:** Access tools and data relevant to Licensed User. These may include interactive assets that enable viewing of data-driven insights, benchmarks, make informed decisions, and enhance workflows.

(e) **Peer Experiences**
Gartner provides opportunities for peer engagement in a variety of ways. Licensed users have access to Gartner assets that enable ratings and reviews, connecting with qualified peers, access to community features, and exclusive features specific to client role.
Peer & Practitioner Research: Includes peer benchmarks, best practices, case studies, tools and templates.
Facilitated Networking: Service Delivery Team will, upon request, arrange meetings with peers around a specific topic or area of expertise.

(f) **Conferences and Events**
Attendance at Gartner IT Symposium/Xpo™ with Exclusive Member Experience: One non-transferable invitation to attend Gartner IT Symposium/Xpo, including standard Symposium entitlements plus an exclusive member experience that may include priority booking for onsite One-on-One meetings with Gartner experts, access to an Exclusive Member Lounge and meeting rooms in the Exclusive Member Meeting Center, and networking opportunities with peers and Gartner Service Delivery associates.
CIO Leadership Forum: Complimentary, non-transferable invitation to attend CIO Leadership Forum. Leadership Forum invitation extended where available to licensed users meeting qualifying criteria.
Webinars: Periodic multi-client virtual events (live and/or replays) where Gartner expert(s) present research on a topic and clients participate through Q&A chats/polls. Clients have access to webinars through gartner.com.

***

ADDITIONAL USAGE INFORMATION

The invitation or "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 not transferable within the Client and may not be transferred to another company. A single Ticket may not be used by more than one (1) individual but may be used for admission to any other Gartner IT 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.

Gartner

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

PROMOTIONAL PRICED LICENSE

This promotional pricing is a one-time offer that entitles the user to a reduced cost reflective of their previously purchased license and is non-transferable. This reduced pricing offer is only available to the existing user, is not applicable to any net new or existing user licenses purchased and will only apply should the user continue to renew without interruption. Additional licenses will be sold at then current market rates.

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:	Gartner, Inc
CONTACT PERSON:	Tim Olsen
CONTACT EMAIL:	tim.olsen@gartner.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- ☐ Yes
- ☒ No

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

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

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

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

- ☐ Yes
- ☒ No

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

NAME	PHONE	EMAIL

Section III: Violations

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

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

The full text of the County's Ethics Ordinance is available at:
http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

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: Melissa McKay Signature: [redacted]

Title: Sr. Manager Date: July 31, 2026

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

File #: TE-P-0016-26 **Agenda Date:** 8/18/2026 **Agenda #:** 6.B.

AWARDING RESOLUTION ISSUED TO
SHI INTERNATIONAL
TO PROVIDE ABSORB SOFTWARE LICENSING AND HOSTING
FOR INFORMATION TECHNOLOGY
(CONTRACT TOTAL AMOUNT $133,144.12)

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 annual licensing and hosting with premium support; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the Sourcewell Contract# 121923-SHI, the County of DuPage will contract with SHI International Corp; and

WHEREAS, the Information Technology recommends County Board approval for the issuance of a contract to SHI International Corp, TO provide annual licensing and hosting with premium support, for the period of September 14, 2026 through September 13, 2029, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for providing annual licensing and hosting with premium support, for the period of September 14, 2026 through September 13, 2029, for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to SHI International Corp, 290 Davidson Ave, Somerset, NJ 08873, for a contract total amount not to exceed $133,144.12, per contract pursuant to the Sourcewell Contract# 121923-SHI.

Enacted and approved this 25th of August 2026 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#:	RFP, BID, QUOTE OR RENEWAL #: Quote #27832193	INITIAL TERM WITH RENEWALS: 3 YRS + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: $133,144.12
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 08/18/2026	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $133,144.12
	CURRENT TERM TOTAL COST: $133,144.12	MAX LENGTH WITH ALL RENEWALS: THREE YEARS	CURRENT TERM PERIOD: INITIAL TERM

Vendor Information		Department Information	
VENDOR: SHI International Corp.	VENDOR #: 14389	DEPT: IT	DEPT CONTACT NAME: Debra Deacy
VENDOR CONTACT: Mark Brum	VENDOR CONTACT PHONE: 732-652-4760	DEPT CONTACT PHONE #: 630-407-5009	DEPT CONTACT EMAIL: debra.deacy@dupagecounty.gov
VENDOR CONTACT EMAIL: mark_brum@shi.com	VENDOR WEBSITE: www.shi.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.).
Absorb Software Inc. annual hosting with premium support, via the Sourcewell Technology Products & Solutions Contract# 121923-SHI, for a total of $133,144.12. FY26=43,081.36, FY27=44,317.42, FY28=45,745.34

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
This procurement is necessary to continue the modernization of our training infrastructure, ensuring responsiveness and accessibility. This cloud-based Learning Management System (LMS) enhances employee and public training, streamlines official document sign-offs, and aligns with our strategic objectives to foster efficiency and inclusion.

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. We are purchasing via the Sourcewell Technology Products & Solutions Contract #121923-SHI
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). Staff recommends renewing the Absorb Learning Management System through the Sourcewell Technology Products & Solutions cooperative contract on a three year term. The County has used Absorb for three years, staff across departments are trained on it, and it holds our training records and course content, including required accessibility and policy training. The multi-year term locks annual increases at about 3 percent for years two and three. Alternative options are to renew for one year only, which forgoes the capped pricing and risks a larger increase at the next renewal, or to bid the software out and migrate to a new system, which would require significant staff time and disruption to move content and user data.

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: SHI International Corp	Vendor#: 14389	Dept: IT	Division:
Attn: Mark Brum	Email: mark_brum@shi.com	Attn: Sarah Godzicki	Email: ITAP@dupagecounty.gov
Address: 290 Davidson Ave.	City: Somerset	Address: 421 N. County Farm Road	City: Wheaton
State: NJ	Zip: 08873	State: IL	Zip: 60187
Phone: 732-652-4760	Fax:	Phone: 630-407-5037	Fax:
Send Payments To:		***Ship to:***	
Vendor: SHI International Corp.	Vendor#: 14389	Dept: IT	Division:
Attn:	Email:	Attn: Debra Deacy	Email: debra.deacy@dupagecounty.gov
Address: P.O. Box 952121	City: Dallas	Address: 421 N. County Farm Raod	City: Wheaton
State: TX	Zip: 75395-2121	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5009	Fax:
Shipping		**Contract Dates**	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Sep 14, 2026	Contract End Date (PO25): Sep 13, 2029

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Absorb Software Inc, Annual Licensing with Premium Support	FY26	1000	1110	53807		43,081.36	43,081.36
2	1	EA		Absorb Software Inc, Annual Licensing with Premium Support	FY27	1000	1110	53807		44,317.42	44,317.42
3	1	EA		Absorb Software Inc, Annual Licensing with Premium Support	FY28	1000	1110	53807		45,745.34	45,745.34
FY is required, ensure the correct FY is selected.										Requisition Total	$ 133,144.12

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 & Debbie Deacy and copy both when emailing vendor. Please make "First invoice Allowed Date" 08/25/2026
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

Sourcewell

Solicitation Number: RFP #121923

CONTRACT

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

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

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

1. TERM OF CONTRACT

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

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

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

Sourcewell

[redacted]

Jeremy Schwartz

Title: Chief Procurement Officer

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

SHI International Corp.

[redacted]

Kristina Mann

Title: Sr. Manager Contracts

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

AMENDMENT #1
TO
CONTRACT # 121923-SHI

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **SHI International Corp.**, 290 Davidson Avenue, Somerset, NJ 08873 (Supplier).

Sourcewell awarded a contract to the Supplier to provide Technology Products and Services with Related Solutions, Category 1 to Sourcewell and its Participating Entities, effective March 20, 2024, through February 27, 2028 (Contract).

Supplier and Sourcewell wish to amend the Contract as follows:

Section 6. Participating Entity Use and Purchasing, B. Additional Terms and Conditions/Participating Addendum, is revised by adding the below:

Dell Apex Terms and Conditions: Dell Apex purchases made under this Contract are subject to additional terms and conditions that will be provided at the time of the transaction. In order to access this product, Participating Entities agree that these additional terms and conditions will take precedence over any conflicting terms in the Contract and any Participating Addendum.

Amazon Web Services (AWS) Terms and Conditions: AWS purchases made under this Contract are subject to the SHI AWS Terms for U.S. Public Sector Customers (the "AWS Terms") contained at this link: https://www.publicsector.shidirect.com/terms/aws-customer-agreement-public-sector. In order to access this product, Participating Entities agree that the AWS Terms will take precedence over any conflicting terms in the Contract and any Participating Addendum.

Except as amended, the Contract remains in full force and effect.

Sourcewell

[redacted]

Jeremy Schwartz, Chief Procurement Officer

Date: 11/7/2024 | 1:00 PM CST

SHI International Corp.

[redacted]

Kristina Mann, Sr. Manager - Contracts

Date: 11/7/2024 | 1:38 PM EST

Pricing Proposal
Quotation #: 27832193
Created On: 8/5/2026
Valid Until: 9/4/2026

IL-County of DuPage

Debra Deacy
421 N. County Farm Road
Wheaton, IL 60187
United States
Phone: (630) 407-5064
Email: Debra.Deacy@dupageco.org

Inside Account Manager

Mark Brum
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-652-4760
Email: mark_brum@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	PRO - Annual License (active users) Absorb Software Inc. - Part#: NPN-ABSOR-PROAN-B Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 9/14/2026 - 9/13/2027 **Note:** Year 1 of 3	6000	$4.98	$29,880.00
2	PRO - Annual License (inactive users) Absorb Software Inc. - Part#: NPN-ABSOR-PROAN Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 9/14/2026 - 9/13/2027 **Note:** Year 1 of 3	25000	$0.00	$0.00
3	Absorb Create LI (1 License +) - Annual Licenses Absorb Software Inc. - Part#: NPN-ABSORB-CREAT-A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 9/14/2026 - 9/13/2027 **Note:** Year 1 of 3	2	$2,027.60	$4,055.20
4	Elite Service - Annual Absorb Software Inc. - Part#: NPN-ABSOR-ELITE-A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 9/14/2026 - 9/13/2027 **Note:** Year 1 of 3	1	$5,257.63	$5,257.63
5	Hosted SSL w/ Manage Certificate Absorb Software Inc. - Part#: NPN-ABSOR-HOSTE-A Contract Name: Sourcewell- Technology Products & Solutions	1	$474.49	$474.49

	Contract #: 121923-SHI Coverage Term: 9/14/2026 - 9/13/2027 **Note:** Year 1 of 3			
6	Scheduled Data Export - Annual Absorb Software Inc. - Part#: NPN-ABSOR-SCHED-A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 9/14/2026 - 9/13/2027 **Note:** Year 1 of 3	1	$3,414.04	$3,414.04
7	PRO - Annual License (active users) Absorb Software Inc. - Part#: NPN-ABSOR-PROAN-B Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 9/14/2027 - 9/13/2028 **Note:** Year 2 of 3	6000	$5.12	$30,720.00
8	PRO - Annual License (inactive users) Absorb Software Inc. - Part#: NPN-ABSOR-PROAN Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 9/14/2027 - 9/13/2028 **Note:** Year 2 of 3	25000	$0.00	$0.00
9	Absorb Create LI (1 License +) - Annual Licenses Absorb Software Inc. - Part#: NPN-ABSORB-CREAT-A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 9/14/2027 - 9/13/2028 **Note:** Year 2 of 3	2	$2,088.43	$4,176.86
10	Elite Service - Annual Absorb Software Inc. - Part#: NPN-ABSOR-ELITE-A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 9/14/2027 - 9/13/2028 **Note:** Year 2 of 3	1	$5,415.36	$5,415.36
11	Hosted SSL w/ Manage Certificate Absorb Software Inc. - Part#: NPN-ABSOR-HOSTE-A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 9/14/2027 - 9/13/2028 **Note:** Year 2 of 3	1	$488.73	$488.73
12	Scheduled Data Export - Annual Absorb Software Inc. - Part#: NPN-ABSOR-SCHED-A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 9/14/2027 - 9/13/2028 **Note:** Year 2 of 3	1	$3,516.47	$3,516.47

13	PRO - Annual License (active users) Absorb Software Inc. - Part#: NPN-ABSOR-PROAN-B Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 9/14/2028 - 9/13/2029 **Note:** Year 3 of 3	6000	$5.29	$31,740.00
14	PRO - Annual License (inactive users) Absorb Software Inc. - Part#: NPN-ABSOR-PROAN Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 9/14/2028 - 9/13/2029 **Note:** Year 3 of 3	25000	$0.00	$0.00
15	Absorb Create LI (1 License +) - Annual Licenses Absorb Software Inc. - Part#: NPN-ABSORB-CREAT-A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 9/14/2028 - 9/13/2029 **Note:** Year 3 of 3	2	$2,151.08	$4,302.16
16	Elite Service - Annual Absorb Software Inc. - Part#: NPN-ABSOR-ELITE-A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 9/14/2028 - 9/13/2029 **Note:** Year 3 of 3	1	$5,577.82	$5,577.82
17	Hosted SSL w/ Manage Certificate Absorb Software Inc. - Part#: NPN-ABSOR-HOSTE-A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 9/14/2028 - 9/13/2029 **Note:** Year 3 of 3	1	$503.39	$503.39
18	Scheduled Data Export - Annual Absorb Software Inc. - Part#: NPN-ABSOR-SCHED-A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 9/14/2028 - 9/13/2029 **Note:** Year 3 of 3	1	$3,621.97	$3,621.97
			Total	$133,144.12

Additional Comments

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

By submitting an order in reference to this quotation, you are providing approval to the below terms:

Installment Payments: All payments are due NET 60 from their respective invoice date.

By purchasing year 1, customer commits to the following schedule:
Payment 1: $43,081.36 due Net 60 from the original purchase
Payment 2: $44,317.42 will be invoiced 1 year from the original purchase date and due NET 60
Payment 3: $45,745.34 will be invoiced 2 years from the original purchase date and due NET 60

Total 3-Year Cost: $133,144.12

Term: October 14, 2026, to October 13, 2029

Cancellation terms
Non-Appropriation of Funds
The obligations of the County under this Contract are contingent upon the availability of appropriated funds. If the DuPage County Board fails to appropriate or allocate sufficient funds for payments due under this Contract, the County of DuPage may terminate this Contract, without penalty or further obligation, by providing 30 days written notice to the Contractor. In the event of such termination, the County of DuPage shall only be liable for payments for services rendered or goods delivered prior to the effective date of termination, regardless of any provision of this Contract to the contrary.

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

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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	SHI International Corp.
CONTACT PERSON:	Wesley Butler
CONTACT EMAIL:	wesley_butlerjr@shi.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

☐ Yes

☑ No

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

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

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

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

☐ Yes

☑ No

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

NAME	PHONE	EMAIL

Section III: Violations

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

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

The full text of the County's Ethics Ordinance is available at:
http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

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: Kristina Mann Signature: [redacted]

Title: Director - Contracts Date: 07/27/2026

Technology Requisition under $30,000

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

File #: 26-2100 **Agenda Date:** 8/18/2026 **Agenda #:** 6.C.

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: 27626649	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $24,767.68
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 08/18/2026	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $24,767.68
	CURRENT TERM TOTAL COST: $24,767.68	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: SHI	VENDOR #: 14389	DEPT: IT/GIS	DEPT CONTACT NAME: Tom Ricker
VENDOR CONTACT: Travis Oberweis	VENDOR CONTACT PHONE: 888-764-8888	DEPT CONTACT PHONE #: 630-407-5062	DEPT CONTACT EMAIL: tom.ricker@dupagecounty.gov
VENDOR CONTACT EMAIL: Travis_Oberweis@shi.com	VENDOR WEBSITE: shi.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.).
New GIS workstation for the GIS Team via Sourcewell - - Technology Products & Solutions Cooperative Agreement (121923-SHI)

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
Current workstations are at there end of life and need new workstations to complete daily work.

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. CUSTOMER SERVICE
SOURCE SELECTION	Describe method used to select source. We work with our partners to find the best pricing which turned out to be the COOP mentioned above.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Do nothing and and risk older GIS workstations out of service 2. Approve the procurement and ensure that new GIS workstation are in service and working

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: SHI	Vendor#:	Dept: IT	Division:
Attn: Travis Oberweis	Email: Travis_Oberweis@shi.com	Attn: Sarah Godzicki	Email: ITAP@dupagecounty.gov
Address: 290 Davidson Avenue	City: Somerset	Address: 421 N County Farm Rd	City: Wheaton
State: NJ	Zip: 08873	State: Il	Zip: 60187
Phone: 888-764-8888	Fax: NA	Phone: 630-407-5000	Fax: N/A
Send Payments To:		***Ship to:***	
Vendor: SHI	Vendor#: 14389	Dept: IT	Division: GIS
Attn: Travis Oberweis	Email: Travis_Oberweis@shi.com	Attn: Tom Ricker	Email: tom.ricker@dupagecounty.gov
Address: 290 Davidson Avenue	City: Somerset	Address: 421 N County Farm Rd	City: Wheaton
State: IL	Zip: 08873	State: IL	Zip: 60187
Phone: 888-764-8888	Fax: NA	Phone: 630-407-5062	Fax: 630-407-5555
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Aug 18, 2026	Contract End Date (PO25): Aug 17, 2027
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	7	EA		HP Workstation Z2 G1i - AI PC, AI Workstation	FY26	1100	2900	52100		3,538.24	24,767.68
FY is required, assure the correct FY is selected.										Requisition Total	$ 24,767.68

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

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

Pricing Proposal

Travis Oberweis
Sr. Client Solutions Manager
290 Davidson Avenue
Somerset, NJ 08873
Travis_Oberweis@shi.com
888-764-8888

Prepared For

Tony Tapia
IL-County of DuPage
421 N. County Farm Road
Wheaton, Illinois 60187
United States
Email: Tony.Tapia@dupagecounty.gov
Phone: 630-407-5074

Quotation #	**27817770**
Created On	8/3/2026
Valid Until	**8/28/2026**

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	HP Workstation Z2 G1i - AI PC, AI Workstation - tower 1 x Core Ultra 7 265 / up to 5.3 GHz - RAM 64 GB - SSD 1 TB - HP Z Turbo Drive, NVMe, TLC - RTX 2000 Ada - Gigabit Ethernet - Win 11 Pro - monitor: none - keyboard: US - black - Smart Buy - with HP Wol **Mfr:** **HP, Inc.** Mfr Part: D32GZAT#ABA Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI **Note:**Not in stock | Lead time: ~ 4 weeks or less	7	**$3,538.24**	**$24,767.68**
			Total	**$24,767.68**

Additional Comments

Maximize your technology's lifecycle with SHI's services to recover, redeploy, remarket, and recycle your devices. For more information, contact AssetRecoveryServices@SHI.com

Please Note: HP, Inc. has a zero returns policy on custom build PCs. Ink and toner are also considered non-returnable. For these products, orders are non-cancellable and non-returnable from point of order.

Due to ongoing global component shortages affecting memory, storage, and other critical hardware, OEMs have implemented updated policies allowing for price adjustments up until the time of shipment. Accordingly, quoted prices and lead times are subject to change prior to shipment. We remain committed to keeping you informed of any changes and will communicate promptly as updates occur.

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

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

Solicitation Number: RFP #121923

CONTRACT

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

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

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

1. TERM OF CONTRACT

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

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

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract upon thirty (30) days' advance notice to Supplier. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

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

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

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:
$1,000,000 each accident, combined single limit

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

Minimum Limits:
$2,000,000

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

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.
   Minimum limits:
   $2,000,000 per occurrence
   $2,000,000 annual aggregate

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell	SHI International Corp.
By: ______________	By: EA418E789F09404...
Jeremy Schwartz	Kristina Mann
Title: Chief Procurement Officer	Title: Sr. Manager Contracts
Date: 3/20/2024 | 10:15 AM CDT	Date: 3/20/2024 | 11:14 AM EDT

AMENDMENT #1
TO
CONTRACT # 121923-SHI

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **SHI International Corp.**, 290 Davidson Avenue, Somerset, NJ 08873 (Supplier).

Sourcewell awarded a contract to the Supplier to provide Technology Products and Services with Related Solutions, Category 1 to Sourcewell and its Participating Entities, effective March 20, 2024, through February 27, 2028 (Contract).

Supplier and Sourcewell wish to amend the Contract as follows:

Section 6. Participating Entity Use and Purchasing, B. Additional Terms and Conditions/Participating Addendum, is revised by adding the below:

Dell Apex Terms and Conditions: Dell Apex purchases made under this Contract are subject to additional terms and conditions that will be provided at the time of the transaction. In order to access this product, Participating Entities agree that these additional terms and conditions will take precedence over any conflicting terms in the Contract and any Participating Addendum.

Amazon Web Services (AWS) Terms and Conditions: AWS purchases made under this Contract are subject to the SHI AWS Terms for U.S. Public Sector Customers (the "AWS Terms") contained at this link: https://www.publicsector.shidirect.com/terms/aws-customer-agreement-public-sector. In order to access this product, Participating Entities agree that the AWS Terms will take precedence over any conflicting terms in the Contract and any Participating Addendum.

Except as amended, the Contract remains in full force and effect.

Sourcewell	**SHI International Corp.**
By: Signed by: C0FD2A139D06489...	By: DocuSigned by: EA418E789F09404...
Jeremy Schwartz, Chief Procurement Officer	Kristina Mann, Sr. Manager - Contracts
Date: 11/7/2024 | 1:00 PM CST	Date: 11/7/2024 | 1:38 PM EST

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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	SHI International Corp.
CONTACT PERSON:	Wesley Butler
CONTACT EMAIL:	wesley_butlerjr@shi.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- ☐ Yes
- ☑ No

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

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

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

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

- ☐ Yes
- ☑ No

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

NAME	PHONE	EMAIL

Section III: Violations

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

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

The full text of the County's Ethics Ordinance is available at:
http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

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: Kristina Mann Signature: [redacted]

Title: Director - Contracts Date: 07/27/2026

Change Order

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

File #: 26-2203 **Agenda Date:** 8/18/2026 **Agenda #:** 7.A.

Consent
TEC 8/18
CB 8/25

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division
Revised 10-01-2025

Date: Aug 5, 2026

File ID #:

Purchase Order #: 8481	**Original Purchase Order Date:** Jul 14, 2026	**Change Order #:** 1	**Department:** IT
Vendor Name: CDW LLC		**Vendor #:** 10667	**Dept. Contact:** Sarah Godzicki
Action Requested and Reason for Change Order Request:	Decrease PO by ($47,925.76) to $0.00 and close PO. Vendor increased the price when the order was placed.		

IN ACCORDANCE WITH 720 ILCS 5/33E-9

☐ (A) Were not reasonably foreseeable at the time the contract was signed.

☐ (B) The change is germane to the original contract as signed.

☒ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE

A	Starting Contract Value	$47,925.76
B	Net $ Change for Previous Change Order	
C	Current Contract Amount (A + B)	$47,925.76
D	Amount of this Change Order ☐ Increase ☒ Decrease	($47,925.76)
E	New Contract Amount (C + D)	$0.00
F	Cumulative Change Order Amount (B + D)	($47,925.76)
G	Cumulative Percent of all Change Orders (B+D/A); *(60% maximum on construction contracts)*	-100.00%

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

☐ Cancel Entire Order ☐ Close Contract ☐ Contract Extension (≤59 Days) ☐ Update Budget Code

☐ Change Budget Code From: ________ to: ________

☐ Increase/Decrease Quantity From: ________ to: ________

☐ Price Shows: ________ should be: ________ ☐ Move Funds Between Lines

☒ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

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

☐ Contract Extension Greater Than 59 Days From ________ to: ________ ☐ Cancel Contract

☐ Cumulative Increase Greater Than $10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

APPROVALS - *Initials Only*

SR		Aug 5, 2026	RAB	5064	8/5/2026
Prepared By	Phone Ext.	Date	Recommended for Approval	Phone Ext.	Date
	8/13/2026				
Reviewed by Procurement Officer	Date		Completed by Buyer		Date