



DU PAGE COUNTY

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

Economic Development Committee Final Regular Meeting Agenda

Tuesday, June 16, 2026

8:30 AM

Room 3500A

1. CALL TO ORDER

2. ROLL CALL

3. CHAIRWOMAN'S REMARKS - CHAIR YOO

4. PUBLIC COMMENT

5. APPROVAL OF MINUTES

5. A. [26-1628](#)

Economic Development Committee - Minutes - May 19, 2026

6. PROCUREMENT REQUISITIONS

6. A. [26-1717](#)

Recommendation for the approval of a contract purchase order to CDW Government, Inc., to purchase (45) Perpetual Microsoft Office LTSC Licenses, as needed for the Workforce Development Division, for the period of June 16, 2026 to June 15, 2027, for a contract total amount not to exceed \$21,406.50. Contact pursuant to the Governmental Joint Purchasing Act (Sourcewell Contract #R-257160).

6. B. [ED-P-0002-26](#)

Recommendation for the approval of a contract purchase order to The Salem Group, for work-based learning employer of record services, as needed for the Workforce Development Division, for the period of July 1, 2026 to June 30, 2027, for a contract total amount not to exceed \$200,000. Contact pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2 (Lake County Agreement #26115-1).

7. CHANGE ORDERS

7 A. [26-1750](#)

Decrease and close PO 7276-0001 SERV, issued to Downers Grove Area Chamber of Commerce & Industry, in the amount of \$20,000. Contract has expired. (Workforce Development Division)

8. OLD BUSINESS

9. NEW BUSINESS

10. ADJOURNMENT



Minutes

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
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File #: 26-1628

Agenda Date: 6/16/2026

Agenda #: 5. A.



DU PAGE COUNTY

Economic Development Committee

Final Summary

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

Tuesday, May 19, 2026

8:30 AM

Room 3500A

1. CALL TO ORDER

8:30 AM meeting was called to order by Chair Yeena Yoo at 8:30 AM.

2. ROLL CALL

Also present were Members Lucy Chang-Evans, Paula Deacon-Garcia, and Brian Krajewski.

Member Yoo read the language to allow Members to participate under 7(A) of the Open Meetings Act, allowing Member Galassi remote participation.

| | |
|----------------|---|
| PRESENT | Childress, Eckhoff, Haider, Martinez, and Yoo |
| REMOTE | Galassi |

3. CHAIRWOMAN'S REMARKS - CHAIR YOO

The Chairwoman thanked all attendees for their participation and attendance at the meeting.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5. A. [26-1464](#)

Economic Development Committee - Minutes - April 21, 2026

Attachments: [Economic Development Committee - Minutes - April 21,2026](#)

| | |
|------------------|-------------------|
| RESULT: | APPROVED |
| MOVER: | Michael Childress |
| SECONDER: | Saba Haider |

6. PRESENTATION

6.A. DuPage Convention & Visitor's Bureau - Beth Marchetti

Beth Marchetti, Executive Director, presented positive outcomes from the Hotel Transportation Grant, now known as the Tourism Incentive Program. Ms. Marchetti also provided updates on three tourism-related bills currently being presented in Springfield, as well as upcoming events being hosted throughout DuPage County. Questions were taken from Committee Members.

7. PROCUREMENT REQUISITIONS

7. A. [ED-P-0001-26](#)

Recommendation for the approval of a contract issued to CDW Government, Inc., to

purchase various IT Equipment, for Workforce Development, for the period of May 26, 2026 through November 30, 2026, for a contract total amount not to exceed \$56,281.58. Contract pursuant to the Intergovernmental Cooperation Act (Sourcewell Contract #R-257160). (Workforce Development Division)

- Attachments:** [PRCC - CDW Government, Inc.](#)
- [Quote -CDW Government, Inc_Redacted](#)
- [Sourcewell State of IL R-257160](#)
- [Required Vendor Ethics Disclosure_Redacted](#)

RESULT: APPROVED AND SENT TO FINANCE
MOVER: Saba Haider
SECONDER: Michael Childress

7. B. [26-1476](#)

Recommendation for the approval of a contract Western DuPage Chamber of Commerce, to Provide One-Stop Operator Services, for Workforce Development, for the period of July 1, 2026 to June 30, 2027, for a contract total amount not to exceed \$24,000. Per renewal of RFP #25-048-WIOA; first of three options to renew. (Workforce Development Division)

- Attachments:** [PRCC - Western DuPage Chamber of Commerce_5.5.26](#)
- [25-048-WIOA First Renewal SIGNED](#)
- [25-048-WIOA - RFP TABULATION](#)
- [25-048-WIOA Mandatory Form & Pricing Proposal_Redacted](#)
- [25-048-WIOA Vendor Ethics Form](#)

RESULT: APPROVED
MOVER: Michael Childress
SECONDER: Melissa Martinez

8. BUDGET TRANSFERS

8. A. [26-1491](#)

Transfer of funds from 5000-2840-50000 (Regular Salaries) to 5000-2840-50050 (Temporary Salaries), in the amount of \$70,000, to provide funds to cover Temporary Salaries during the grant period ending June 30, 2026.

- Attachments:** [Budget Transfer Regular to Temp Salaries_Redacted](#)

RESULT: APPROVED
MOVER: Michael Childress
SECONDER: Saba Haider

8. B. [26-1502](#)

Transfer of funds from 5000-2841-53820 (Grant Services) to 5000-2841-50050

(Temporary Salaries) and 5000-2841-51030 (Employer Share Social Security), in the amount of \$30,000, to provide funds to cover Temporary Salaries, FICA, and Medicare Expenses for Work Based Learning Interns during the grant period ending June 30, 2026.

Attachments: [Budget Transfer - Grant Services_Redacted](#)

| | |
|------------------|-------------------|
| RESULT: | APPROVED |
| MOVER: | Saba Haider |
| SECONDER: | Michael Childress |

9. INFORMATIONAL

9. A. [TE-CO-0003-26](#)

Amendment to purchase order 8319-0001 SERV, issued to Revize LLC, for annual content management system (CMS) software and hosting services, for Information Technology, to increase the contract in the amount in the amount of \$26,513, resulting in an amended contract total amount not to exceed \$109,491.

Attachments: [Revize - 8319-1-SERV - Change Order #1](#)
[Revize - VED](#)

| | |
|------------------|-----------------------------|
| RESULT: | ACCEPTED AND PLACED ON FILE |
| MOVER: | Saba Haider |
| SECONDER: | Michael Childress |

10. OLD BUSINESS

No old business was discussed.

11. NEW BUSINESS

Member Krajewski brought attention to new construction projects and expressed concerns regarding prevailing wages and the exclusion of Tax Increment Financing (TIF).

12. ADJOURNMENT

With no further business, the meeting was adjourned by Chair Yoo at 9:00 AM.



Economic Development Requisition under \$30,000

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

File #: 26-1717

Agenda Date: 6/16/2026

Agenda #: 6. A.



Procurement Review Comprehensive Checklist

Procurement Services Division

This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

| | | | |
|---|---|---|---|
| <i>General Tracking</i> | | <i>Contract Terms</i> | |
| FILE ID#: | RFP, BID, QUOTE OR RENEWAL #: Sourcewell #R-257160 | INITIAL TERM WITH RENEWALS: OTHER | INITIAL TERM TOTAL COST: \$21,406.50 |
| COMMITTEE: ECONOMIC DEVELOPMENT | TARGET COMMITTEE DATE: 06/16/2026 | PROMPT FOR RENEWAL: | CONTRACT TOTAL COST WITH ALL RENEWALS: \$21,406.50 |
| | CURRENT TERM TOTAL COST: \$21,406.50 | MAX LENGTH WITH ALL RENEWALS: ONE YEAR | CURRENT TERM PERIOD: INITIAL TERM |
| <i>Vendor Information</i> | | <i>Department Information</i> | |
| VENDOR: CDW Government, Inc. | VENDOR #: 10667 | DEPT: HR/WDD | DEPT CONTACT NAME: Annie Davis |
| VENDOR CONTACT: Thomas Sanders | VENDOR CONTACT PHONE: (866) 245-8102 | DEPT CONTACT PHONE #: (630) 955-2045 | DEPT CONTACT EMAIL: adavis@worknetdupage.org |
| VENDOR CONTACT EMAIL: thomas.sanders@cdwg.com | VENDOR WEBSITE: https://www.cdwg.com/ | DEPT REQ #: | |
| <i>Overview</i> | | | |
| DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). PO covers the cost of (45) Perpetual Microsoft Office LTSC (Long-Term Servicing Channel) 2024 licenses at \$475.70 per license. The total cost for all licenses is \$21,406.50. This procurement is executed through a Cooperative Agreement with CDW. | | | |
| JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This procurement is necessary to maintain secure, uninterrupted access to productivity software on client-facing systems following the October 13, 2025 end-of-support date for Office LTSC 2021. Purchasing Office LTSC Professional Plus 2024 ensures these systems remain protected with current security updates while continuing to provide participants access to industry-standard tools that build workforce-ready digital literacy skills. | | | |

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

| | |
|-------------------------------------|---|
| SOURCE SELECTION | Describe method used to select source. Sourcewell Contract R-257160 |
| RECOMMENDATION AND TWO ALTERNATIVES | Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Retain existing Office LTSC 2021 licenses without upgrading. 2. Transition to an alternative such as Google Workspace or LibreOffice. It is our recommendation to purchase 45 perpetual Microsoft Office LTSC Professional Plus 2024 licenses to replace the existing Office LTSC 2021 licenses, which reach end-of-support on October 13, 2025. Microsoft Office is the industry-standard productivity suite, and providing participants access to these tools supports workforce-ready digital literacy skills aligned with current employer expectations. This is a one-time cost with no recurring annual expense. |

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

| | | | |
|---|-----------------------------------|---|---|
| <i>Send Purchase Order To:</i> | | <i>Send Invoices To:</i> | |
| Vendor: CDW Government, Inc. | Vendor#: 10667 | Dept: HR | Division: WDD |
| Attn: Thomas Sanders | Email: thomas.sanders@cdwg.com | Attn: Annie Davis | Email: adavis@worknetdupage.org |
| Address: 200 N. Milwaukee Avenue | City: Vernon Hills | Address: 2525 Cabot Dr. Suite 302 | City: Lisle |
| State: Illinois | Zip: 60061 | State: Illinois | Zip: 60532 |
| Phone: (866) 245-8102 | Fax: (312) 705-9402 | Phone: (630) 955-2044 | Fax: (630) 955-2059 |
| <i>Send Payments To:</i> | | <i>Ship to:</i> | |
| Vendor: CDW Government, Inc. | Vendor#: 10667 | Dept: HR | Division: WDD |
| Attn: | Email: | Attn: Annie Davis | Email: adavis@worknetdupage.org |
| Address: 75 Remittance Drive, Suite 1515 | City: Chicago | Address: 2525 Cabot Dr. Suite 302 | City: Lisle |
| State: Illinois | Zip: 60675-1515 | State: Illinois | Zip: 60532 |
| Phone: (866) 782-4239 | Fax: | Phone: (630) 955-2044 | Fax: (630) 955-2059 |
| Shipping | | Contract Dates | |
| Payment Terms: PER 50 ILCS 505/1 | FOB: Destination | Contract Start Date (PO25): Jun 16, 2026 | Contract End Date (PO25): Jun 15, 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 | 45 | EA | 8107484 | Microsoft Office LTSC Professional Plus 2024 License - 25-681006 | | 5000 | 2840 | 53807 | 25-681006 | 475.70 | 21,406.50 |
| <i>FY is required, ensure the correct FY is selected.</i> | | | | | | | | | | Requisition Total | \$ 21,406.50 |

Comments

| | |
|----------------------|---|
| HEADER COMMENTS | Provide comments for P020 and P025. |
| SPECIAL INSTRUCTIONS | Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Contact Annie Davis (630) 955-2044 or Tabassum Haleem x6145 with questions |
| INTERNAL NOTES | Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Do not send PO to vendor. Send to Annie Davis, who will place the order with the vendor. |
| APPROVALS | Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB. |



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

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

ANNIE DAVIS,

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

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

Convert Quote to Order

| QUOTE # | QUOTE DATE | QUOTE REFERENCE | CUSTOMER # | GRAND TOTAL |
|---------|------------|-----------------|------------|--------------------|
| PWSQ387 | 5/20/2026 | PWSQ387 | 9594881 | \$21,406.50 |

QUOTE DETAILS

| ITEM | QTY | CDW# | UNIT PRICE | EXT. PRICE |
|---|-----|---------|------------|-------------|
| Microsoft Office LTSC Professional Plus 2024 - license - 1 PC | 45 | 8107484 | \$475.70 | \$21,406.50 |
| Mfg. Part#: EP2-27323 | | | | |
| Electronic distribution - NO MEDIA | | | | |
| Contract: Sourcwell-State of IL R-257160 GOV ONLY (25-448DOIT-TELEC-P-80070) | | | | |

LS

| | |
|--------------------|--------------------|
| SUBTOTAL | \$21,406.50 |
| SHIPPING | \$0.00 |
| SALES TAX | \$0.00 |
| GRAND TOTAL | \$21,406.50 |

| PURCHASER BILLING INFO | DELIVER TO |
|---|--|
| Billing Address: WORKFORCE DEV. DUPAGE/WORKNET ACCOUNTS PAYABL 2525 CABOT DR STE 302 LISLE, IL 60532-3629 Phone: (630) 955-2043 Payment Terms: DO NOT SHIP | Shipping Address: WORKFORCE DEV. DUPAGE/WORKNET ANNIE DAVIS 2525 CABOT DR STE 302 LISLE, IL 60532-3629 Phone: (630) 955-2043 Shipping Method: ELECTRONIC DISTRIBUTION |

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

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

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Support



Call 800.800.4239

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager.

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STATE OF ILLINOIS SOURCEWELL PARTICIPATING AGREEMENT
CDW Government LLC (hereinafter “Contractor”) And
The State of Illinois (hereinafter “State” or “Participating State/
Entity”)

25-448DOIT-TELEC-P-80070

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

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

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

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

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

3.1. Joint and Cooperative Purchasing:

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

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

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

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

3.1.4 Contractor shall bill each governmental unit or qualified not-for-profit agency separately for

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

3.2 Subcontractors

3.2.1 Will Subcontractors be utilized? Yes _____ No X

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.10 Payment Terms and Conditions.

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

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

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

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

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

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

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

3.10.8 Contractor shall invoice on a per order basis.

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

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

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

3.14 Indemnification and Liability. The Contractor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Contractor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Contractor's negligent performance; (c) any act, activity or omission of Contractor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this PA or any PO infringe, misappropriate or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section I (a), (b) of the Constitution of the State of Illinois and 1973 Illinois Attorney General Opinion 78, the State may not indemnify private

parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages. Except for its IP indemnity obligations stated herein, property damage or personal injury, or fraud, Contractor shall not be liable for any amount of damages in excess of the amounts paid and payable for the products giving rise to the claim.

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

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

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

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

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

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

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

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

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

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

3.22 Applicable Law.

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

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

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

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

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

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

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

3.26 Notices. Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and

other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

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

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

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

3.30 Warranties for Supplies and Services.

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

- (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the Contractor, including but not limited to all specifications attached as exhibits hereto, to any PO, or to the Master Agreement:
- (b) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; AND
- (c) be of good title and be free and clear of all liens and encumbrances.

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

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

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

Contractor

Name: [REDACTED]

Telephone: [REDACTED]

Participating Entity

Name: [REDACTED]

Address: [REDACTED]

Telephone: [REDACTED]

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

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

- 3.34.2 The procuring Agency and the State do not waive sovereign immunity (including all rights provided in the State Lawsuit Immunity Act, 745 ILCS 5);
- 3.34.3 The procuring Agency and the State do not consent to be governed by the laws of any state other than Illinois;
- 3.34.4 The procuring Agency and the State do not consent to be represented in any legal proceeding by any person or entity other than the Illinois Attorney General or his or her designee;
- 3.34.5 The procuring Agency and the State do not agree to be bound by the terms and conditions contained in any click-wrap agreement, click-wrap license, click-through agreement, click-through license, end user license agreement, or any other agreement or license contained or referenced in the software or any quote provided by Vendor, except as attached to this Contract.
- 3.34.6 The procuring Agency and the State shall not indemnify Vendor or its subcontractors (including any equipment manufacturers or software companies);
- 3.34.7 Vendor shall indemnify the procuring Agency and State pursuant to the terms and conditions of the Indemnification and Liability clause of this Contract;
- 3.34.8 Vendor's liability shall be governed by the terms and conditions contained in the Indemnification and Liability clause of this Contract; and
- 3.34.9 Vendor must ensure that all information technology, including electronic information, software, systems and equipment, developed or provided under this contract complies with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa). 30 ILCS 587.
- 3.34.10 Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

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

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

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

PO Line Number, Description, Quantity, Ordering Entity

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

A Sample of the report is as follows:

| Line Item # | Description | Quantity | Ordering Entity |
|-------------|-------------|----------|-----------------|
| 1 | XXXXXXXXXX | XXX | XXXXXXXXXX |
| 2 | XXXXXXXXXX | XXX | XXXXXXXXXX |

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

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

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

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

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

4. Piggyback and Participation Contract Terms and Conditions

4.1. Agency Specific Terms and Conditions

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

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

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

**State of Illinois, acting through the
Department of Innovation & Technology**

CDW Government, LLC

Name: [Redacted]

Name: [Redacted]

Signature: [Redacted]

Signature: [Redacted]

Title: [Redacted]

Title: [Redacted]

Date: 4/25/2025

Date: 04/23/2025

Reviewed as to legal clause sufficiency - [Redacted] 04/24/2025

AM
AM

STATE OF ILLINOIS CONTRACT AMENDMENT

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

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

VENDOR AM

| | |
|---------------------------------|--|
| Vendor Name: CDW GOVERNMENT LLC | Address: 230 N MILWAUKEE AVE, VERNON HILLS, IL 60061 |
| Signature: [REDACTED] | Phone: 866-339-3642 |
| Printed Name: Dario Bertocchi | Fax: |
| Title: VP Contract Operations | Email: ContMgt@cdw.com |
| Date: 02/18/2026 | |

STATE OF ILLINOIS

| | |
|---|---------------------|
| Procuring Agency: Department of Innovation and Technology | Phone: 217-557-1122 |
| Street Address: 120 West Jefferson Street | Fax: |
| City, State ZIP: Springfield, IL 62702 | |
| Official Signature: [REDACTED] | Date: 03/23/2026 |
| Printed Name: Brandon Ragle | |
| Official's Title: Acting Secretary, State CIO | |
| Legal Signature: [REDACTED] | Date: 3/23/2026 |
| Legal Printed Name: Radhika D. Lakhani by Kelly Bapst | |
| Legal's Title: General Counsel by Deputy General Counsel | |
| Fiscal Signature [REDACTED] | Date: 03/20/2026 |
| Fiscal's Printed Name: Mary Feagans | |
| Fiscal's Title: Chief Financial Officer | |

Reviewed as to Legal Clause Sufficiency MDT 2.20.26.

PBC# 25-448DOIT-TELEC-P-80070 Project Title JPMC PA, PC, Accessories and Software

Contract # 9100001957 Procurement Method (IFB, RFP, Small, etc): RFP

IPB Ref. # B-47532 IPB Publication Date: 04/23/*2025 Award Code: B

Subcontractor Utilization? Yes Yes No Subcontractor Disclosure? Yes Yes No

Funding Source Obligation #

CPO 33 – General Counsel Approval:

Signature Printed Name Date

1. **CONTRACT DESCRIPTION** (including Original Purchase Order or Contract Number): This Participating Agreement (“PA”) covers the Sourcewell 121923-CDWG contract (“Master Agreement”) 25-448DOIT-TELEC-P-80070 for use by state agencies and other entities located in the State of Illinois authorized by that state’s statutes to utilize State contracts.

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

Yes No

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

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

3.1.1. Original completion date: October 14, 2027.

3.1.2. Revised completion date: NA.

3.2. The method of determining compensation (e.g., hourly rate, fixed fee, etc.) will stay the same or change as follows:

3.3. The cost will be increased, decreased or remain the same.

3.3.1. Original cost: \$20,000,000.00.

3.3.2. Amount of change: \$0.00.

3.3.3. Revised cost: \$20,000,000.00.

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

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

- Subcontractor Name: Arctera US LLC

added deleted

Amount to be paid: \$146,000.00

Address: 851 W Cypress Creek Rd, Fort Lauderdale, FL 33309

Description of work: Migration and Implementation of their software

3.5.1. All contracts with the subcontractors identified above must include the Standard Illinois Certifications.

- 3.5.2. If the annual value of any of the subcontracts is more than \$100,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.
- 3.5.3. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Illinois Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide a completed IPG Active Registered Vendor Disclosure (formerly named Forms B) for the subcontractor.
- 3.5.4. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

4. EFFECTIVE DATE OF AMENDMENT: February 10, 2025.

STATE OF ILLINOIS

TAXPAYER IDENTIFICATION NUMBER

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: CDW LLC

Business Name: CDW Government LLC

Taxpayer Identification Number:


Social Security Number: [Click here to enter text.](#)

or

Employer Identification Number : 36-3310735

Legal Status (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input checked="" type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature of Authorized Representative: 

Date: 02/18/2026



REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

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

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- Yes
- No

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

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

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: Freda Hill

Signature: 

Title: Sr Mgr Proposals

Date: 5/12/2026



File #: ED-P-0002-26

Agenda Date: 6/16/2026

Agenda #: 6. B.

AWARDING RESOLUTION ISSUED TO
THE SALEM GROUP
TO PROVIDE WORK-BASED LEARNING EMPLOYER OF RECORD SERVICES
FOR WORKFORCE DEVELOPMENT
(CONTRACT TOTAL AMOUNT \$200,000)

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

WHEREAS, the Economic Development Committee recommends County Board approval for the issuance of a contract to The Salem Group, to provide work-based learning employer of record services, for the period of July 1, 2026 through June 30, 2027, for Workforce Development.

NOW, THEREFORE BE IT RESOLVED, that said contract to provide work-based learning employer of record services, for the period of July 1, 2026 through June 30, 2027, for Workforce Development, per the Governmental Joint Purchasing Act, 30 ILCS 525/2 (Lake County Agreement #26115-1) be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to The Salem Group, 2 Trans Am Plaza Drive, Oakbrook Terrace, IL 60181, for a contract total amount of \$200,000.

Enacted and approved this 23rd day of June, 2026 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

| SECTION 1: DESCRIPTION | | | |
|---|--|---|---|
| <i>General Tracking</i> | | <i>Contract Terms</i> | |
| FILE ID#: | RFP, BID, QUOTE OR RENEWAL #: | INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS | INITIAL TERM TOTAL COST: \$200,000.00 |
| COMMITTEE: ECONOMIC DEVELOPMENT | TARGET COMMITTEE DATE: 06/16/2026 | PROMPT FOR RENEWAL: 3 MONTHS | CONTRACT TOTAL COST WITH ALL RENEWALS: |
| | CURRENT TERM TOTAL COST: \$200,000.00 | MAX LENGTH WITH ALL RENEWALS: FOUR YEARS | CURRENT TERM PERIOD: INITIAL TERM |
| <i>Vendor Information</i> | | <i>Department Information</i> | |
| VENDOR: The Salem Group | VENDOR #: | DEPT: Workforce Development/HR | DEPT CONTACT NAME: Lisa Schvach |
| VENDOR CONTACT: Jon Keil | VENDOR CONTACT PHONE: 847-850-2525 | DEPT CONTACT PHONE #: 630-955-2066 | DEPT CONTACT EMAIL: lschvach@worknetdupage.org |
| VENDOR CONTACT EMAIL: jonkeil@saleminc.com | VENDOR WEBSITE: https://saleminc.com/ | DEPT REQ #: | |
| <i>Overview</i> | | | |
| DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). WIOA work-based learning employer of record services procured through a joint purchasing provision with Lake County; initial term of WIOA program year 26 running July 1, 2026 through June 30, 2027 with a maximum initial value of \$200,000 | | | |
| JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Will allow for increased capacity and participation in WIOA work-based learning services provided by the DuPage County Workforce Development Division at workNet DuPage while removing liability and risk held by the County under current arrangement | | | |

| 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. Joint purchasing provision in Lake County's RFP- Temporary Employment Staffing Services issued on January 20, 2026 and awarded on March 10, 2026 |
| 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). Status Quo- not recommended as County is liable for risks inherent with serving as employer of record; Procure services of an alternative staffing firm lacking specific expertise in WIOA work-based learning programming- not recommended due to niche nature of this work and vendor's 12+ years of successful experience with Lake County WIOA counterpart |

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

| | | | |
|-------------------------------------|--------------------------------|--|---|
| <i>Send Purchase Order To:</i> | | <i>Send Invoices To:</i> | |
| Vendor: The Salem Group | Vendor#: | Dept: | Division: Workforce Development/HR |
| Attn: Jon Keil | Email: jonkeil@saleminc.com | Attn: Lisa Schwach | Email: lschwach@worknetdupage.org |
| Address: 2 Trans Am Plaza Drive | City: Oakbrook Terrace | Address: 2525 Cabot Drive, Suite 302 | City: Lisle |
| State: IL | Zip: 60181 | State: IL | Zip: 60532 |
| Phone: 847-850-2525 | Fax: na | Phone: 630-955-2066 | Fax: na |
| <i>Send Payments To:</i> | | <i>Ship to:</i> | |
| Vendor: The Salem Group | Vendor#: | Dept: | Division: |
| Attn: Jon Keil | Email: jonkeil@saleminc.com | Attn: | Email: |
| Address: 2 Trans Am Plaza Drive | City: Oakbrook Terrace | Address: | City: |
| State: IL | Zip: 60181 | State: | Zip: |
| Phone: 847-850-2525 | Fax: | Phone: | Fax: |
| Shipping | | Contract Dates | |
| Payment Terms: PER 50 ILCS 505/1 | FOB: Destination | Contract Start Date (PO25): Jul 1, 2026 | Contract End Date (PO25): Jun 30, 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 | | Salem Group Work-Based Learning Services | FY26 | 5000 | 2840 | 53820 | | 200,000.00 | 200,000.00 |
| <i>FY is required, ensure the correct FY is selected.</i> | | | | | | | | | | Requisition Total | \$ 200,000.00 |

Comments

| | |
|----------------------|---|
| HEADER COMMENTS | Provide comments for P020 and P025. |
| SPECIAL INSTRUCTIONS | Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. |
| INTERNAL NOTES | Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Full explanation memo provided to Economic Development Committee (June 16, 2026) |
| APPROVALS | Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB. |

PROFESSIONAL SERVICES FOR DUPAGE COUNTY

This Agreement for Professional Services (“Agreement”) is between the County of DuPage (“County”), located at 421 N. County Farm Road, Wheaton, Illinois 60187, and The Salem Group (“Vendor”), whose principal business address is 2 Trans Am Plaza Drive #170, Oakbrook Terrace, Illinois 60181.

SECTION 1. AGREEMENT DOCUMENTS

This Agreement, together with Exhibit A: Scope of Work – Workforce Development Services, constitutes the entire agreement between the parties and supersedes all prior negotiations, discussions, or agreements, whether written or oral, relating to the subject matter hereof.

In the event of any conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement shall control unless expressly stated otherwise.

SECTION 2. SCOPE OF WORK

The scope of work that Consultant agrees to perform is set forth in Exhibit A to this Agreement.

SECTION 3. EFFECTIVE DATE; TERM

This Agreement shall be effective upon execution and shall be in effect for a one-year period with the option to renew for four additional one-year periods. At the end of any contract term, DuPage County reserves the right to extend this contract for a period of 60 days for the purpose of negotiating a new or extended agreement. For any year beyond the initial contract term, this contract is contingent upon the appropriation of sufficient funds.

SECTION 4. AGREEMENT PRICE

The County shall pay the Vendor the agreed hourly rate for each placed employee, plus an administrative fee pursuant to the table below:

| Position Type | Administrative Fee |
|---------------------------------------|---------------------------|
| Work Experience, Internship, Training | 28.5% |

Firm Fixed Administrative Fee. The Vendor’s administrative fee shall remain fixed for the full term of the Agreement, including any renewals or extensions.

Employee Pay Rate Adjustments. Employee pay rates may be increased for long-term assignments with the County’s prior written approval. A long-term assignment shall mean a continuous period of twelve (12) months performed by the same employee.

No Guaranteed Volume or Minimum Commitment. All services shall be provided on an as-needed basis at the sole discretion of the County.

Invoicing. The Vendor shall submit a separate invoice for each individual placement.

SECTION 5. INVOICES & PAYMENT

- A. Vendor shall maintain records showing the actual time its employees and agents devoted to the project, and the costs incurred. Vendor shall permit a representative from DuPage County to inspect and audit relevant records related to the services performed under this Agreement. Vendor shall make such records available at reasonable times during the Agreement period and for one (1) year after the end of the Agreement.
- B. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, which generally requires approval of a Vendor's bill within 30 days of receiving the invoice for the services contained in it, and payment within an additional 30 days (50 ILCS 505/1 *et seq.*).
- C. Other than the timeframe for payments related to the end of DuPage County's fiscal year, DuPage County shall not be held financially liable for payment of any services rendered if the invoice for such services is not sent to the County within 90 days from the date the services were provided.

If this Agreement is terminated prior to its expected expiration date, the Vendor must submit all invoices to DuPage County no later than 30 days after the effective date of the termination.

Payment for invoices received beyond the time periods in this subsection will be denied, absent an agreement to the contrary. Failure of the Vendor to invoice the County in the timeframes noted in this section shall constitute the Vendor's waiver of the Vendor's right to payment.

SECTION 6. CONTRACT MODIFICATIONS

In the event changes to the scope of the project or additional work become necessary or desired (a "Modification"), the parties shall follow the procedures set forth in this Section to memorialize the modification (a "Contract Modification"). A Contract Modification shall be effective only if documented in writing, dated and signed by both parties, and expressly referencing this Agreement. The Contract Modification shall set forth in detail: (i) the Modification requested, (ii) the reason for the proposed Modification; (iii) the cost of the Modification; and (iv) the Modification's impact on the time for completing the project.

In the event either party desires a Modification, the Project Manager for such party shall submit to the other party's Project Manager a proposed Contract Modification. If the receiving party does not accept the Contract Modification in writing within ten (10) business days, the receiving party shall be deemed to have rejected the Contract Modification. If the parties cannot reach agreement on a proposed Modification, Vendor shall nevertheless continue to render performance under this Agreement in accordance with its unmodified terms and conditions. All Modifications shall comply with the Illinois Criminal Code, 720 ILCS 5/33E-9.

Modifications that involve or increase the amounts payable by the County may require execution by the County Procurement Officer (or Purchasing Agent, as applicable). Some increases may also require approval by the County Board. In cases where the Procurement Officer's or Purchasing Agent's signature is required, or where County Board approval is needed, the Contract Modification shall not be deemed rejected by the County after ten (10) days if the County's Project Manager has indicated in writing within the ten (10) day period an intent to present the Contract Modification for appropriate signature or approval.

SECTION 7. INDEMNIFICATION

Vendor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the intentionally wrongful, reckless, or negligent acts or omissions of Vendor and its employees, executives, agents, and subcontractors in the performance of this Contract, including, but not limited to, any claims that may be made by the employees, etc. themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Vendor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.) where applicable. DuPage County shall provide notice to Vendor promptly of any such claim, suit, or proceeding, and will assist Vendor, at Vendor's expense, in defending any such claim, suit, or proceeding. Such indemnity shall be limited to Vendor's total cumulative amount(s) of insurance coverage required under this Agreement. Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Vendor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Vendor's defense of any such claims, actions, or suits. The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification or insurance.

SECTION 8. INSURANCE

The Vendor must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A and provide the County with a Certificate of Insurance 15 days before the start of the project, and thereafter annually upon each renewal date for contracts/projects that will last more than one year. Insurance in the following types and amounts is necessary:

Commercial General Liability Insurance

In a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage, bodily injury (including death), personal injury and advertising injury in the following coverage forms where exposure exists:

- Premises and Operations
- Independent Contractors
- Products/Completed Operations
- Liability assumed under an Insured Contract/ Contractual Liability
- Personal Injury and Advertising Injury

With limits of liability not less than:

\$ 1,000,000 Each Occurrence

\$ 1,000,000 Products-Completed Operations

\$ 1,000,000 Personal and Advertising injury limit

\$ 2,000,000 General aggregate; the CGL policy shall be endorsed to provide that the General Aggregate limit applies separately to each of the Vendor's projects away from premises owned or rented to the Vendor.

Excess/ Umbrella Liability

The Vendor's Excess/ Umbrella liability insurance shall be written with the umbrella follow form and outline the underlying coverage; limits of insurance shall be no less than the following minimum: \$ 9,000,000 per occurrence limit (*minimum*)

Automobile Liability Insurance

Automobile liability insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

The Vendor's auto liability insurance, as required above, shall be written with limits of insurance not less than the following:

\$ 1,000,000 Combined single Limit (Each Accident)

Workers Compensation (Coverage A) and Employers Liability (Coverage B)

Workers Compensation Insurance covering all liability of the Vendor arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois. The policy shall include an "Alternate Employer" endorsement naming the County of DuPage.

Employers Liability

Employers' Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, occupational sickness, or disease or death of the Vendor's employees, with limits listed below:

Employers Liability

- a) Each Accident \$1,000,000
- b) Disease-Policy Limit \$1,000,000
- c) Disease-Each Employee \$1,000,000

Professional Liability – Errors and Omissions

The Engineers/Architects/Vendors for the plans of the project shall be written with limits of insurance not less than the following:

\$ 1,000,000 per incident

\$ 2,000,000 in the aggregate

Coverage shall be provided for up to four (4) years after project completion. Policy is to be on a primary basis if other professional liability is carried.

County, acting at its sole option, may waive any of the foregoing insurance requirements upon a request to do so, but no waiver shall be effective unless made in writing. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by DuPage County's risk manager, taking into account the nature of the work and other factors relevant to DuPage County's exposure, if any, under this agreement.

Liability Insurance Conditions

Vendor agrees that with respect to the above required insurance:

- a) The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
- b) The Vendor's insurance shall be primary & non-contributory over DuPage County's insurance in the event of a claim.
- c) Vendor agrees that with respect to the above required insurance, DuPage County shall be named as additional insured, including its agents, officers, and employees and volunteers and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change. A blanket additional insured ISO endorsement is preferred for Vendors who have multiple projects with the County.
- d) DuPage County shall be provided with Certificates of Insurance and should include the appropriate corresponding ISO form endorsements evidencing the above

required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration or cancellation of any such policies. No manuscript endorsements will be accepted. Any hard copies of said Notices and Certificates of Insurance and Endorsements shall be provided to:

DuPage County Procurement Services Division
421 N. County Farm Road
Wheaton, Illinois 60187

Electronic copies of Notices, Certificates of Insurance and Endorsements can be emailed to procurement@dupagecountyil.gov in place of hard copies.

Failure to Comply: In the event the Vendor fails to obtain or maintain any insurance coverage required under this agreement, DuPage County may purchase such insurance coverage and charge the expense to the Vendor.

SECTION 9. INDEPENDENT CONTRACTOR; LICENSURE OR CERTIFICATIONS; KEY PERSONNEL

- A. **Independent Contractor Status.** The parties intend that the Vendor will be an independent contractor.
- B. **Licensure or Certifications.** If required by law, the Vendor and its employees must at all times be and remain licensed or certified as a qualified provider of the services provided in this Agreement. Vendor shall submit copies of the required licenses or certifications upon the County's request. Vendor shall promptly notify County in writing of any citation Vendor receives from any licensing or certification authority, including all responses and correction plans.
- C. Where the parties have identified particular individuals as being critical to a project ("Key Employees"), then Vendor shall not replace Key Employees without the County's prior written consent, which shall not be unreasonably withheld. Should Key Employees be reassigned, become incapacitated, separate from the Vendor, or be otherwise unable to perform the functions assigned to them, Vendor shall (i) within 10 business days, temporarily replace the person with another properly qualified employee and (ii) within 30 calendar days, permanently replace the person.

DuPage County shall have the right to request that Vendor replace Key Employees from the project by setting forth in writing the grounds for the request. Vendor shall have a reasonable time period in which to address the grounds or make a substitution.

Vendor shall complete its obligations under this Agreement in a sound, economical and efficient manner and in accordance with this Agreement and all applicable laws. Vendor agrees to notify DuPage County immediately whenever it is unable to comply with applicable State, Federal, or local laws, rules and regulations. Where non-compliance materially impairs the Vendor from performing the services under this Agreement, the County may terminate the Agreement for cause.

SECTION 10. DISPUTE RESOLUTION

Disputes shall follow DuPage County procurement dispute procedures as applicable.

SECTION 11. NO IMPLIED WAIVERS

Waivers of a term or condition of this Agreement shall be in writing, and that writing must describe the circumstances giving rise to the waiver. The parties intend that no waiver of any term or condition shall be deemed or construed as a waiver of any other term or condition of this Agreement, and waiver of any breach shall not be deemed to be a waiver of any subsequent breach, whether of the same or a different provision of this Agreement.

SECTION 12. SEVERABILITY

If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement (or application of that provision to any persons or circumstances other than those as to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

SECTION 13. JURISDICTION, VENUE, CHOICE OF LAW

This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 18th Judicial Circuit Court of DuPage County, Illinois.

SECTION 14. NOTICES

Vendor:

Jon Keil
2 Trans Am Plaza Dr #170
Oakbrook Terrace, IL 60181
jonkeil@salem-inc.com

County:

DuPage County Procurement Services Division
421 N. County Farm Road
Wheaton, Illinois 60187
procurement@dupagecountyil.gov

SECTION 15. ASSIGNMENT

This Agreement shall not be assigned, delegated, or modified without the express written consent of both parties. This Agreement supersedes all other agreements, oral or written, between the parties with respect to the subject matter of this Agreement.

If DuPage County agrees that the Vendor may assign, delegate, or subcontract the work under this Agreement, Vendor shall remain contractually liable to DuPage County unless otherwise agreed in writing.

SECTION 16. TERMINATION

DuPage County reserves the right to terminate this Agreement as set forth below. Vendor shall also have the right to terminate this Agreement as expressly provided herein.

a. Termination for Convenience:

DuPage County reserves the right to terminate this Agreement, or any part of this Agreement, with or without cause, upon thirty (30) days' written notice. In the event of such termination, Vendor shall be entitled to receive payment from DuPage County for all work completed through the effective date of termination in accordance with the terms and conditions of this Agreement.

Vendor may terminate this Agreement for convenience upon thirty (30) days' prior written notice to DuPage County; provided, however, that Vendor shall continue to perform during the notice period and cooperate in an orderly transition of services.

b. Termination Due to Material Breach:

In the event that this Agreement is terminated due to the Vendor's material breach, DuPage County shall be entitled to procure substitute services and charge Vendor for any additional costs incurred, including reasonable attorneys' fees and expenses, notwithstanding any limitation of damages provisions contained elsewhere in this Agreement.

In the event that DuPage County materially breaches this Agreement and fails to cure such breach within thirty (30) days after written notice from Vendor specifying the nature of the breach, Vendor may terminate this Agreement upon written notice and shall be entitled to payment for all services performed through the effective date of termination.

c. Termination Due to Lack of Appropriations:

If sufficient funds are not appropriated by the DuPage County Board to continue the services under this Agreement, then DuPage County may terminate this Agreement. DuPage County agrees to provide written notice of termination to Vendor at least thirty (30) days prior to the end of the last fiscal year for which appropriations were made.

DuPage County shall remit payment for all work completed and approved or accepted by the County through the effective date of termination. Termination under this subsection shall not entitle Vendor to any additional contractual damages.

d. Termination Due to Force Majeure Events

(i) If a Force Majeure Event prevents a party from complying with one or more obligations under this Agreement, such noncompliance shall not constitute a breach provided that: (1) the affected party uses reasonable efforts to perform such obligations; (2) the inability to perform is not due to the party's failure to take reasonable preventative measures or maintain a reasonable contingency plan; and (3) the party complies with its obligations under subsection (iii) below.

(ii) For purposes of this Agreement, "Force Majeure Event" means, with respect to a party, any event or circumstance, whether or not foreseeable, that is beyond the reasonable control of that party and not caused by that party, including any consequences thereof.

(iii) If a Force Majeure Event occurs, the affected party shall promptly notify the other party of the event. Either party may terminate this Agreement if the Force Majeure Event continues for a period that materially impacts performance, with payment due only for services performed prior to the effective date of termination.

SECTION 17. APPLICABILITY OF SUNSHINE LAWS

Both parties acknowledge that Vendor’s documents and dealings related to this Agreement are subject to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) and the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*). Vendor agrees to comply with all pertinent federal and state statutes, rules and regulations and County ordinances related to confidentiality.

SECTION 18. WORK PRODUCT

All work product prepared by Vendor pursuant to this Agreement, including, but not limited to, policies, reports, analysis, plans, designs, calculations, work drawings, studies, photographs, models, and recommendations, shall be the property of DuPage County. Vendor shall deliver the work product to DuPage County upon completion of Vendor’s work, or termination of the Agreement, whichever comes first. Vendor may retain copies of such work product for its records; however, Vendor may not use, print, share, disseminate, or publish any work product related to this Agreement without the consent of DuPage County.

SECTION 19. PRESS RELEASES

Vendor may not issue any press or news releases regarding this Agreement without prior approval from DuPage County. Vendor shall provide notice to DuPage County’s Chief Communications Officer if contacted by the media regarding the services set forth in this Agreement.

SECTION 20. DEBARMENT AND SUSPENSION

DuPage County’s applicable procurement ordinances and policies govern the County’s authority and decision to debar or suspend a vendor.

The Vendor certifies to the best of its knowledge and belief that the Vendor:

- A. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

- B. Has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- C. Is not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

- D. Has not, within a three-year period preceding this contract, had one or more public transactions (Federal, State, or local) terminated for cause or default.

Vendor agrees that, during the term of this Agreement, Vendor shall report to the County’s contract administrator, within 10 days, any allegations to or findings by the National Labor Relations Board (NLRB) or Illinois Labor Relations Board (ILRB) that Vendor has violated a statute or regulation regarding labor standards or relations. If an investigation by the County results in a final

determination that the matter adversely affects Vendor’s responsibilities under this Agreement, then the County may terminate this contract.

SECTION 21. NON-DISCRIMINATION

During the term of this agreement, Vendor agrees to and shall comply with (1) the Equal Opportunity Employer provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order Number 11246, as amended by Executive Order 11375.

SECTION 22. JOINT PURCHASING

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases by other governmental units, as authorized by the Governmental Joint Purchasing Act (the “Act”).

All purchases and payments made under the Act shall be made directly by and between each participating governmental unit and the Vendor. The Vendor agrees that DuPage County shall not be responsible or liable in any way for purchase orders, payments, or contractual obligations made by other governmental units.

The Vendor further agrees that all terms and conditions of this Agreement shall remain in full force and effect with respect to such other governmental units for the duration of their participation. The credit and liability of each governmental unit shall remain separate and distinct. Any disputes between the Vendor and another governmental unit shall be resolved solely between those parties and shall not involve DuPage County.

The Vendor and participating governmental units may negotiate such additional or supplemental terms and conditions to this Agreement (“Other Terms”) as may be required for specific projects. To be effective, such Other Terms must be set forth in writing and executed by duly authorized representatives of both the Vendor and the applicable governmental unit. Any such Other Terms shall not modify or supersede this Agreement unless DuPage County expressly agrees to such modification in writing.

The Vendor shall provide participating governmental units with all required documentation set forth in this Agreement, including but not limited to performance and payment bonds (if applicable), certificates of insurance naming the respective governmental unit as an additional insured, and certified payrolls, as required.

SIGNATURES

COUNTY OF DUPAGE

By: _____

Date: _____

THE SALEM GROUP

By: _____

Date: _____

EXHIBIT A

Scope of Work – Workforce Development Services

1. Work Experience, Internships, and Training Placements

Vendor shall partner with DuPage County Workforce Development (“DCWD”) to provide paid work experience, internship, and training opportunities for eligible participants.

Work experience placements are structured, time-limited opportunities designed to support career exploration, skill development, and work readiness. Assignments shall be administered in accordance with applicable federal and state workforce development requirements, including the Workforce Innovation and Opportunity Act (WIOA), and any applicable Illinois program guidelines.

Participants placed in Work Experience, Internship, or Training classifications may be exempt from Vendor-provided benefits, including holiday pay and paid leave, to the extent permitted by applicable law and program requirements.

Each participant shall execute a written agreement outlining the terms and conditions of participation, consistent with DCWD program requirements.

2. Paid Internships / Work-Based Learning

Vendor shall support paid internships and work-based learning opportunities as directed by DuPage County Workforce Development. Compensation and assignment structure shall align with applicable program requirements and funding guidelines.

3. Cancellations

DuPage County reserves the right to cancel or modify placement requests based on program needs, funding availability, or participant eligibility. Vendor shall make reasonable efforts to accommodate such changes.

4. Assignment End

DuPage County may end an assignment based on program completion, funding limitations, or participant performance. Vendor shall take appropriate action upon notification from the County, including timely communication with the participant.

5. Staffing Management and Support

Vendor shall serve as the employer of record for individuals assigned under this Agreement and shall be responsible for:

- Administration of payroll, including payment of all applicable taxes and withholdings
- Provision of workers’ compensation coverage, unemployment insurance, and any legally required benefits
- Compliance with all applicable federal, state, and local wage and hour laws

Vendor shall assign a designated point of contact to support DuPage County Workforce Development ("DCWD") and coordinate program-related activities, including onboarding, assignment management, and issue resolution.

**AGREEMENT #26115-1
FOR PROFESSIONAL SERVICES
For LAKE COUNTY**

This Agreement for Professional Services ("**Agreement**") is between the County of Lake ("**County**") and The Salem Group ("**Vendor**"), whose principal business address is 2 Trans Am Plaza Drive #170, Oakbrook Terrace, Illinois 60181.

RECITALS

1. Lake County issued an RFP seeking Temporary Employment Staffing Services ("**Services**").
2. Vendor responded timely with a proposal dated January 20, 2026 ("**Proposal**").
3. Based on Vendor's Proposal, the County and Vendor have negotiated terms under which Vendor will perform the Services.
4. To memorialize the terms and conditions under which Vendor will perform the Services, the parties have drafted this Agreement.

In light of the foregoing, Lake County and Vendor agree as follows:

SECTION 1. AGREEMENT DOCUMENTS

The documents that encompass the parties' understanding are listed below and shall be considered in the following order of precedence, with the Vendor's proposal or the RFP supplying terms or specifications only where not superseded by the terms or specifications contained in this Agreement.

1. This Agreement and its exhibits.
 - a. Exhibit A: Scope of Work – Responsibilities of the Parties
 - b. Exhibit B: Temporary Employee Paid Time Off and Holiday Pay
2. Vendor's proposal dated January 20, 2026.
3. The County's RFP (including any addenda to it).

SECTION 2. SCOPE OF WORK

The scope of work that Consultant agrees to perform is set forth in Exhibit A to this Agreement.

SECTION 3. EFFECTIVE DATE; TERM

This Agreement shall be effective upon execution and shall be in effect for a one-year period with the option to renew for four additional one-year periods. At the end of any contract term, Lake County reserves the right to extend this contract for a period of 60 days for the purpose of negotiating a new or extended agreement. For any year beyond the initial contract term, this contract is contingent upon the appropriation of sufficient funds.

- D. Has not, within a three-year period preceding this contract, had one or more public transactions (Federal, State, or local) terminated for cause or default.

Vendor agrees that, during the term of this Agreement, Vendor shall report to the County's contract administrator, within 10 days, any allegations to or findings by the National Labor Relations Board (NLRB) or Illinois Labor Relations Board (ILRB) that Vendor has violated a statute or regulation regarding labor standards or relations. If an investigation by the County results in a final determination that the matter adversely affects Vendor's responsibilities under this Agreement, then the County may terminate this contract.

SECTION 21. NON-DISCRIMINATION

During the term of this agreement, Vendor agrees to and shall comply with (1) the Equal Opportunity Employer provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order Number 11246, as amended by Executive Order 11375, and (2) Chapter 33 of Title III of the Lake County Code of Ordinances (titled "Purchasing").

SECTION 22. JOINT PURCHASING

The purchase of goods and services pursuant to the terms of this Contract shall also be offered for purchases to be made by other governmental units, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01 et seq. (the "Act").

All purchases and payments made under the Act shall be made directly by and between each governmental unit and the Vendor. The Vendor agrees that Lake County shall not be responsible in any way for purchase orders or payments made by the other governmental units. The Vendor further agrees that all terms and conditions of this Contract shall continue in full force and effect as to the other governmental units during extended terms. The credit or liability of each governmental unit shall remain separate and distinct. Disputes between the Vendor and governmental units shall be resolved between the immediate parties.

The Vendor and the other governmental units may negotiate such other and further terms and conditions to this Contract ("Other Terms") as individual projects may require. To be effective, other terms shall be reduced to writing and signed by a duly authorized representative of both the Vendor and the other governmental unit. Any Other Terms entered into between the Vendor and another governmental unit shall not modify or supersede this Agreement unless the County expressly agrees to such modification in writing.

The Vendor shall provide the other governmental units with all required documentation set forth in the solicitation, including but not limited to, performance and payment bonds, Certificates of Insurance naming the respective governmental unit as an additional insured, and certified payrolls to the other governmental unit as required.

Signed:

COUNTY OF LAKE

THE SALEM GROUP



Exhibit A

Scope of Work – Responsibilities of the Parties

1. Hours of Work

County shall be invoiced for the actual hours during which services are performed, not to exceed forty (40) hours per person for a normal workweek. Hours in excess of 40 per employee per week must receive prior written consent of the County.

2. Lake County Policies and Expectations

Temporary employees shall be required to abide by the Lake County on the Job Behavior Policies and Procedures and any department policies, procedures and dress codes that are in effect at each location. Lake County shall provide a copy of the policies and procedures to the Vendor.

Services shall be performed in an acceptable, professional manner, by employees who are fully qualified to serve in the capacity specified in the job description provided. The Vendor must guarantee replacements for any contract employee deemed unacceptable by the County.

3. Staffing Management and Support

Vendor shall serve as employer of record for all temporary employees assigned to the County and shall be responsible for the following:

- Administration of payroll, payment of all applicable taxes and employee tax withholdings, provisions of employee benefits such as medical insurance, worker's compensation coverage, unemployment insurance, and provision of any other legally required benefits.
- Full compliance with all applicable federal, state, local wage and hour laws, and relevant industry regulations.
- Management of performance concerns, disciplinary issues, terminations, and any violations of Consultant or Lake County on the Job Behavior Policies and Procedures along with any departmental policies, procedures and dress codes that may apply

Vendor shall assign a dedicated account representative, along with qualified backup staff, to respond to County inquiries within the timeframes outlined below:

- All calls and emails shall be acknowledged and responded to within four (4) business hours.
- Upon request by the County, candidate names and resumes shall be provided within three (3) business days for general and entry-level positions. For professional or certified positions, the Vendor shall coordinate with the requesting department to establish the recruitment process and an agreed-upon placement timeline.

- Qualified candidates shall be available to begin work within one (1) week following the County approval of the placement.

4. Screening, Qualifications of Employees, and Background Checks

Vendor shall:

- Screen, test, and interview all potential applicants.
- Confirm that applicants possess the degrees, skills, experience, proficiency, licenses, and certifications necessary to perform the functions required of each position in accordance with the Lake County Job Description.
- Conduct all required background checks, verifications, and compliance screenings as specified by the County and applicable law on all potential employees to be placed with Lake County.
- Coordinate the conduction of background investigations with the Lake County Sheriff's Office for all employees assigned to a secured detention facility or Courts Complex within Lake County. The County reserves the right to request another employee in place of any individual refused for clearance.
- Guarantee replacements for any contract employee deemed unacceptable by the County.

5. Positions and Pay

The County may, at its discretion, request interviews prior to candidate selection. Upon completion of the County's review of all candidates and any additional screening requested, the requesting department shall notify the Vendor of the selected candidate.

The County will provide the minimum of the current salary grade indicated. Should a higher rate of pay than the minimum of the current salary grade be recommended, a written recommendation to support the basis of this pay request must be provided for the County's consideration. Any Pay Rates higher than the minimum of the current salary grade must be approved in writing by Lake County. County may substitute a revised pay schedule whenever one is approved and implemented by Lake County.

6. Paid Internships

Vendors who provide paid internship resources to Lake County shall allow pay rates to be negotiated with the respective department to ensure equitable pay between full time employees and paid interns.

7. Referrals

Lake County may direct individuals to the Vendor with the intent that they be placed at Lake County.

8. Permanent Status

Lake County reserves the right to consider temporary placements for permanent hire following completion of a minimum of a three-month probationary period. In the event that the County elects to permanently hire an employee who has worked on a temporary

basis, payments to the Vendor shall cease on the effective date of the permanent appointment. The County shall not be responsible for any additional charges beyond the hourly rate due for the time worked.

9. Transition of Existing Placements

The Vendor shall complete all required compliance and onboarding for Existing Placements within fourteen (14) days of contract execution. All prior service time with the County shall be fully recognized for tenure-based provisions, including eligibility for permanent employment and benefits, with no waiting period for benefits upon transition.

10. Cancellations

Lake County reserves the right to cancel or terminate placement requests within two (2) hours prior to the scheduled start time of any work shift without assessment of charges or fees

11. No-Shows

In the event that an employee scheduled to work does not show or cancels in less than eight (8) business hours from the start time of any work shift, the Vendor shall be responsible to schedule a replacement employee of equal to or better qualifications. In the event that the Vendor fails to provide a qualified, replacement employee, the Vendor shall be responsible to cover the costs for Lake County to fill the scheduled work shift.

12. Assignment End

In the event that Lake County elects to end the assignment of a currently assigned temporary employee, County shall notify the vendor within 10 business days of the assignment end date. Vendor shall be responsible for notifying the employee within 24 hours of County notification.

13. Work Experience, Internships and Training Placements

Vendor shall partner with Lake County Workforce Development ("LCWD") to provide paid work experience opportunities for LCWD Clients. Work experience is a structured workplace learning opportunity, of no more than six months, that provides career exploration, skill development, and real-world work exposure. The assignment must include meaningful learning components and may be combined with educational or occupational instruction consistent with the grant and applicable Illinois requirements.

Placements classified as a Work Experience, Internship or Training position shall be exempt from Vendor-provided benefits, including but not limited to holiday pay and paid leave.

Each individual placed in a Work Experience, Internship, or Training position must sign a separate written agreement outlining the applicable terms and conditions

Exhibit B

Paid Time Off and Holiday Pay For Temporary Employees

Paid Leave Policy

Vendor provides paid leave to employees placed in a temporary position, working in any state or local municipality where paid leave is required by applicable law. Vendor administers paid leave in compliance with all applicable federal, state, and local laws. Where applicable, this policy applies to full-time and part-time temporary employees.

Accrual

Employees begin accruing paid leave pursuant to this policy at the start of employment. Exempt employees are assumed to work forty (40) hours per workweek. For purposes of this policy, the year is defined as the employee's anniversary year.

Usage

Paid leave may be used in minimum increments of two (2) hours, except where an employee's scheduled workday is less than two (2) hours, in which case the scheduled workday will determine the increment. Employees may begin using accrued paid leave in accordance with applicable law. For example, under Illinois law, paid leave may be used after ninety (90) calendar days of employment.

Employees may accrue paid leave in accordance with applicable law. Unused accrued leave carries over annually as required by law; however, employee use of paid leave may be capped at forty (40) hours within a twelve-month period unless otherwise required by law.

Employees may use accrued paid leave for any reason and are not required to provide the Employer with a reason for the leave. Leave requests will be administered in accordance with applicable law and may be subject to reasonable notice requirements and scheduling considerations permitted by law. Employees are not required to search for or find a replacement worker to cover leave time.

Notice and Documentation

If the need for leave is foreseeable, employees should provide up to seven (7) calendar days' notice where practicable. If the need is not foreseeable, employees must provide notice as soon as practicable. Employees will not be required to provide documentation or certification in support of paid leave unless permitted by applicable law.

Payment

Paid leave will be compensated at the employee's regular hourly rate of pay at the time leave is taken, but no less than the applicable minimum wage. Paid leave is not considered hours worked for purposes of calculating overtime unless required by law.

Carryover & Payout

Unused paid leave will carry over as required by applicable law. Accrued but unused paid leave will not be paid upon separation unless required by state or local law.

Enforcement & Retaliation

Vendor prohibits retaliation against employees for exercising rights under this policy or applicable law. During any period of leave, the Vendor will maintain group health coverage under the same terms as if the employee had continued working, provided the employee continues to pay any required portion of premiums.

Employees with questions regarding this policy may contact the Vendor's Human Resources department.

Holiday Pay:

- a. Temporary Employees are eligible to receive compensation for the County observed Holidays outlined below, except where payment is restricted or prohibited by the grant funding the position.

| | |
|---|----------|
| New Year's Day | Fixed |
| Martin Luther King, Jr. Day | Fixed |
| Lincoln's Birthday | Floating |
| Spring Holiday (accrued on Good Friday) | Floating |
| Memorial Day | Fixed |
| Juneteenth | Fixed |
| Independence Day | Fixed |
| Labor Day | Fixed |
| Columbus/Indigenous Peoples' Day | Floating |
| Veterans Day | Floating |
| Thanksgiving Day | Fixed |
| Day After Thanksgiving | Fixed |
| Christmas Eve | Fixed |
| Christmas Day | Fixed |

- b. Holiday hours paid to Temporary Employees may be invoiced to the County at the applicable billable rate.
- c. Floating holidays become available on the day of the observed holiday. The employee may elect to use the time on the holiday or work the floating holiday and use it on a later date.
- d. Three floating holidays may be carried over into the new calendar year and expire on March 31 of the new calendar year.
- e. Holidays falling on a Sunday will be observed on the following Monday. Holidays falling on a Saturday will be observed on the preceding Friday.



6/16/2026

To: Economic Development Committee

From: Lisa Schvach, Executive Director, Workforce Development Division/workNet DuPage

Memo RE: Utilizing The Salem Group as Employer of Record for WIOA Work-Based Learning Program Participants

Background:

In recent years, there has been an increasing emphasis from the Department of Labor on utilizing Workforce Innovation and Opportunity Act (WIOA) funds on work-based learning services including paid work experience. Historically, paid work experiences (“internships”) have been offered to young adult workNet clients.

Young adult clients are matched with a local business at which they perform specified job functions, gain exposure to professional workplaces, and develop skills and experience that either lead to job placement at their host company or increase their marketability for open positions elsewhere. DuPage County serves as employer of record.

Over the past five grant years, workNet DuPage has averaged 4 paid work experience placements annually. During the current program year, we increased that volume to 13 in alignment with State and Federal governments’ strategic priorities. Significant challenges were experienced as a result. Utilizing The Salem Group to serve as employer of record and handle key administrative functions related to WIOA paid work experience was identified as a solution.

Lake County issued a Request-For-Proposals- Temporary Employment Staffing Services on January 20, 2026, that included a joint purchasing agreement. The Salem Group was awarded on March 10, 2026. The provision in Lake County’s contract allows DuPage County and workNet DuPage to establish a similar contract.

The Salem Group has successfully provided the employer of record service for work-based learning in Lake County for 12 years. This relationship will resolve many of the outstanding challenges and limitations of the current set-up.

Benefits:

workNet/Programmatic benefits

- **Increase capacity** of workNet staff to develop and initiate more work-based learning placements
 - Expansion to Adult and Dislocated worker participants in addition to Youth
 - Full-time paid work experience placements will be possible
 - Anticipated increase in total participants served
 - Reduction of administrative burden- pre-employment screening, timesheets, paycheck delivery
 - Staff focus on employer relationship development and participant matching only
 - All grant dollars spent toward this contract count toward the Illinois Workforce Innovation Board's 50% Direct Training requirement

County/Compliance benefits

- **Reduction of risk**—The County will no longer serve as employer of record for these program participants as they work at businesses throughout the area. The County's Risk Management consultant stated that a new arrangement (with Salem Group) would be preferable to the current arrangement from a risk standpoint.
- **Misalignment within HR**-- There is not a clear fit for work-based learning participants within County HR's classification system. These individuals are not technically temporary County staff, but they are classified as such.
- **Grant Management within Finance**-- Work-based learning has served as a point of confusion for Finance this program year as staff adjust to WIOA procedures following key personnel turnover. With this new arrangement, Finance will only need to pay one weekly invoice rather than handling paychecks for participants. This will help streamline some aspects of WIOA grant management.
- **Department of Commerce and Economic Opportunity (DCEO) Monitoring**-- Salem Group is highly experienced with DCEO monitoring as a result of their experience with Lake County. They provide all required documentation for work-based learning participants in advance of annual monitoring. Lake County has had 12 consecutive years of successful DCEO monitoring of their work-based learning programming.

Contract Not to Exceed: \$200,000

Time frame: July 1, 2026- June 30, 2027

Funding: WIOA Grants

Note: The State's Attorney Office has reviewed the proposal and found it an appropriate, legal procurement.



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: | The Salem Group |
| CONTACT PERSON: | Jon Keil |
| CONTACT EMAIL: | JonKeil@SalemInc.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 |
|-----------|-------|---|--------------|-----------|
| NONE | | | | |
| | | | | |
| | | | | |

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 |
|------|-------|-------|
| None | | |
| | | |
| | | |

Section III: Violations

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

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

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

[Ethics | DuPage Co, IL](#)

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

[ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library](#)

Section IV: Certification

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

Printed Name: JONA. Keil

Signature: 

Title: VP of operations

Date: 6/4/2026



Change Order

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

File #: 26-1750

Agenda Date: 6/16/2026

Agenda #: 7 A.

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division

Revised 10-01-2025

Consent
EDC 6/16
CB 6/23

Date: Jun 10, 2026

File ID #: _____

| | | | |
|--|--|------------------------|--|
| Purchase Order #: 7276 | Original Purchase Order Date: 10/1/2024 | Change Order #: | Department: Human Resources-WDD |
| Vendor Name: Downers Grove Area Chamber of Commerce & Industry | | Vendor #: 11550 | Dept. Contact: Amy Everett |
| Action Requested and Reason for Change: Decrease and close PO. Contract has expired. Order Request: | | | |

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

| INCREASE/DECREASE | | |
|-------------------|--|---------------|
| A | Starting Contract Value | \$20,000.00 |
| B | Net \$ Change for Previous Change Order | |
| C | Current Contract Amount (A + B) | \$20,000.00 |
| D | Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease | (\$20,000.00) |
| E | New Contract Amount (C + D) | \$0.00 |
| F | Cumulative Change Order Amount (B + D) | (\$20,000.00) |
| 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

| | | | | | |
|---|------------|--------------|--------------------------|------------|--------------|
| AE | 955-2045 | Jun 10, 2026 | LS | 955-2066 | Jun 10, 2026 |
| Prepared By | Phone Ext. | Date | Recommended for Approval | Phone Ext. | Date |
|  | | 6/10/2026 | | | |
| Reviewed by Procurement Officer | Date | | Completed by Buyer | Date | |