



## Service Agreement 38605

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### Agreement Information

**Name :** DuPage County  
**Agreement :** 38605  
**Sales Person :** Ryan Trombley  
**Duration:** 12 Months  
**Commencement:** 2024/02/01  
**Expiration:** 2025/01/31

### Contact Information

**Name :** Joe Hamlin  
**Address :** 421 North County Farm Road  
Wheaton IL 60187 United States  
**Phone :** 630-407-5062  
**Email:** Joe.Hamlin@dupageco.org

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### Billing Information

**Invoice :** Annual  
**Terms :** Net 30  
**Currency :** USD

### Billing Contact Information

**Name :** Sarah Godzicki  
**Address :** 421 N County Farm Rd  
WHEATON IL 60187 United States  
**Phone :** 630-407-5037  
**Email:** Sarah.Godzicki@dupageco.org

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## Service Agreement 38605

Location: DuPage County			Contact: TBD			City: Wheaton IL 60187					
Line	Model Number	Description	Additional Description	Serial Number	Warranty	QTY	Start Date	Days	Hours	Response	Price
1	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS		2M20330BCX		1	2023/10/31	7	12A-12A	4 HOUR	\$100.00USD
2	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS		2M20330BCL		1	2023/10/31	7	12A-12A	4 HOUR	\$100.00USD
3	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS		2M20330BCQ		1	2023/10/31	7	12A-12A	4 HOUR	\$100.00USD
4	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS		2M20330BCT		1	2023/10/31	7	12A-12A	4 HOUR	\$100.00USD
5	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS		2M20330BCS		1	2023/10/31	7	12A-12A	4 HOUR	\$100.00USD
6	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS		2M20330BCR		1	2023/10/31	7	12A-12A	4 HOUR	\$100.00USD
7	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS		2M20330BCP		1	2023/10/31	7	12A-12A	4 HOUR	\$100.00USD
8	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS		2M20330BCW		1	2023/10/31	7	12A-12A	4 HOUR	\$100.00USD
9	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS		2M20330BCM		1	2023/10/31	7	12A-12A	4 HOUR	\$100.00USD
10	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS		2M20300988		1	2023/10/31	7	12A-12A	4 HOUR	\$100.00USD
11	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS		2M2030098B		1	2023/10/31	7	12A-12A	4 HOUR	\$100.00USD
12	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS		2M2030098C		1	2023/10/31	7	12A-12A	4 HOUR	\$100.00USD
13	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS		2M20300989		1	2023/10/31	7	12A-12A	4 HOUR	\$100.00USD
14	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS		2M20330BCN		1	2023/10/31	7	12A-12A	4 HOUR	\$100.00USD
15	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS		2M20330BCV		1	2023/10/31	7	12A-12A	4 HOUR	\$100.00USD

**DuPage County Total: \$1,500.00USD**

Location: Main			Contact: Joe Hamlin			City: Wheaton IL 60187					
Line	Model Number	Description	Additional Description	Serial Number	Warranty	QTY	Start Date	Days	Hours	Response	Price
1	PROLIANT DL360G9	HP PROLIANT DL360G9 CTO CHASSIS		MXQ533044W		1	2022/02/01	7	12A-12A	4 HOUR	\$23.00USD
2	STOREEASY 1640	HP STOREEASY 1640 8TB SAS STORAGE SYSTEM		MXQ41906W7		1	2022/02/01	7	12A-12A	4 HOUR	\$12.00USD
3	PROLIANT DL380PG8	HP PROLIANT DL380PG8 CTO CHASSIS		2M24460B9F		1	2022/02/01	7	12A-12A	4 HOUR	\$26.00USD
4	PROLIANT DL360PG8	HP PROLIANT DL360PG8 2.40GHZ/10MB/QC (E5-2609)		MXQ40309LD		1	2022/02/01	7	12A-12A	4 HOUR	\$18.00USD
5	PROLIANT DL380PG8	HP PROLIANT DL380PG8 CTO CHASSIS		2M24460B9D		1	2022/02/01	7	12A-12A	4 HOUR	\$26.00USD
6	PROLIANT DL360G7	HP PROLIANT DL360G7 CTO CHASSIS		USE145K1BV		1	2022/02/01	7	12A-12A	4 HOUR	\$17.00USD



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Line	Model Number	Description	Additional Description	Serial Number	Warranty	QTY	Start Date	Days	Hours	Response	Price
7	PROLIANT DL380G5	HP PROLIANT DL380G5 3.0GHZ/4MB/DC (5160)		2UX7220020		1	2022/02/01	7	12A-12A	4 HOUR	\$19.00USD
8	PROLIANT ML150G6	HP PROLIANT ML150G6 CTO TOWER CHASSIS		USE011N3ZZ		1	2022/02/01	7	12A-12A	4 HOUR	\$7.00USD
9	PROLIANT DL580G10	HP PROLIANT DL580G10 SFF CTO CHASSIS		MXQ82204DP		1	2022/02/01	7	12A-12A	4 HOUR	\$22.00USD
10	PROLIANT DL580G10	HP PROLIANT DL580G10 SFF CTO CHASSIS		MXQ82204DQ		1	2022/02/01	7	12A-12A	4 HOUR	\$22.00USD
11	STOREEASY 1430	HP STOREEASY 1430 STORAGE SYSTEM		USE43599N4		1	2022/02/01	7	12A-12A	4 HOUR	\$17.00USD
12	PROLIANT DL380G9	HP PROLIANT DL380G9 2.4GHZ/15MB/6C (E5-2620V3)		MXQ61309JY		1	2022/02/01	7	12A-12A	4 HOUR	\$24.00USD
13	POWEREDGE R310	DELL POWEREDGE R310		CBM92R1		1	2022/02/01	7	12A-12A	4 HOUR	\$17.00USD
14	POWEREDGE R310	DELL POWEREDGE R310		7CNFJS1		1	2022/02/01	7	12A-12A	4 HOUR	\$17.00USD
15	PROLIANT DL380G5	HP PROLIANT DL380G5 2.5GHZ 12MB CACHE		2UX84300DY		1	2022/02/01	7	12A-12A	4 HOUR	\$19.00USD
16	PROLIANT DL380G5	HP PROLIANT DL380G5 CTO CHASSIS		2UX915006D		1	2022/02/01	7	12A-12A	4 HOUR	\$19.00USD
17	POWEREDGE R630	DELL POWEREDGE R630		62HYP22		1	2022/02/01	7	12A-12A	4 HOUR	\$27.00USD
18	POWEREDGE R310	DELL POWEREDGE R310		6PY3TR1		1	2022/02/01	7	12A-12A	4 HOUR	\$17.00USD
19	POWEREDGE R630	DELL POWEREDGE R630		7354P22		1	2022/02/01	7	12A-12A	4 HOUR	\$27.00USD
20	PROLIANT DL360G6	HP PROLIANT DL360G6 2.13GHZ/4MB/QC (E5506)		MXQ02701T9		1	2022/02/01	7	12A-12A	4 HOUR	\$14.00USD
21	PROLIANT DL360G6	HP PROLIANT DL360G6 2.13GHZ/4MB/QC (E5506)		MXQ02703ZR		1	2022/02/01	7	12A-12A	4 HOUR	\$14.00USD
22	PROLIANT DL380G9	HP PROLIANT DL380G9 SFF CTO CHASSIS		MXQ64000L7		1	2024/02/01	7	12A-12A	4 HOUR	\$24.00USD

**Main Total: \$428.00USD**

Location: Sheriff			Contact: Joe Hamlin			City: Wheaton IL 60187					
Line	Model Number	Description	Additional Description	Serial Number	Warranty	QTY	Start Date	Days	Hours	Response	Price
1	POWEREDGE R630	DELL POWEREDGE R630		6P4Z082		1	2022/02/01	7	12A-12A	4 HOUR	\$27.00USD
2	COMPELLENT SCV2000	DELL COMPELLENT SCV2000 12-SLOT DISK ARRAY		8HLDDH2		1	2022/02/01	7	12A-12A	4 HOUR	\$36.00USD
3	POWEREDGE R720XD	DELL POWEREDGE R720XD		9WL0DZ1		1	2022/02/01	7	12A-12A	4 HOUR	\$27.00USD
4	COMPELLENT SCV2000	DELL COMPELLENT SCV2000 12-SLOT DISK ARRAY		HW5CND2		1	2022/02/01	7	12A-12A	4 HOUR	\$36.00USD
5	THINKSERVER RD330	LENOVO THINKSERVER RD330 CTO CHASSIS		MJ22NLV		1	2022/02/01	7	12A-12A	4 HOUR	\$13.00USD
6	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF 2.6GHZ/8.25MB/QC (4112)		2M282601ZP		1	2022/02/01	7	12A-12A	4 HOUR	\$26.00USD



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Line	Model Number	Description	Additional Description	Serial Number	Warranty	QTY	Start Date	Days	Hours	Response	Price
7	THINKSERVER RD640	LENOVO THINKSERVER RD640 CTO CHASSIS		MJ002VGE		1	2022/02/01	7	12A-12A	4 HOUR	\$13.00USD
8	THINKSERVER RD640	LENOVO THINKSERVER RD640 CTO CHASSIS		MJ002VGF		1	2022/02/01	7	12A-12A	4 HOUR	\$13.00USD
9	POWEREDGE R720XD	DELL POWEREDGE R720XD		71ZRLV1		1	2024/02/01	7	12A-12A	4 HOUR	\$41.00USD

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**Sheriff Total: \$232.00USD**



## Service Agreement 38605

Notes:

Monthly Charge: \$2,160.00USD

2024/02/01 - 2025/01/31 \$25,920.00USD

Authorized Representative

Date

Authorized Representative

Date

Printed Authorized Representative: DuPage County

Printed Authorized Representative: Service Express

\* Customer acknowledges that they have read and understand the Terms and Conditions on the following page and by signing this Agreement agree to them.



# Terms and Conditions of Sale

This Service Agreement and all sales by Service Express, LLC and its affiliates ("Service Express") are subject to these Terms and Conditions of Sale (these "Terms," and together with Customer's order, the "Agreement"). "Services" refers to the maintenance services provided by Service Express under this Agreement, and "Customer" refers to the person or entity purchasing Services from Service Express as is identified on the face of this Agreement. Service Express' acceptance of Customer's order is subject to Customer's acceptance of these Terms. Any modifications proposed by Customer are not part of the parties' agreement. Customer's acceptance of, or full or partial payment for, the Services will constitute Customer's acceptance of these Terms.

**1. TERM & TERMINATION.** This Agreement shall be effective from the commencement date and shall continue for the duration stated on the face of this Agreement (the "Initial Term"). Thereafter, the Agreement shall automatically renew for successive renewal terms equal in duration to the Initial Term unless terminated as set forth herein. This Agreement may be terminated without penalty by either party upon thirty (30) days' prior written notice. In the event of such termination, Service Express will refund to Customer any funds which have been prepaid for Services not received beyond the effective date of termination.

**2. EQUIPMENT CHANGES.** Equipment to be covered by the Services ("Equipment") may be added to this Agreement upon mutual agreement of the parties. Equipment may be removed from coverage under this Agreement with thirty (30) days' written notice to Service Express. Service charges for Equipment added to this Agreement will be at Service Express' then-current monthly rate.

**3. SERVICE RESPONSIBILITIES OF SERVICE EXPRESS.** Service Express warrants that all services provided shall be performed in a workmanlike manner and in compliance with applicable laws and regulations. In consideration of payment of the charges set forth in the Agreement, Service Express shall provide the following Services to Customer:

- (1) remedial maintenance and continuous repair effort following Customer notification of Equipment malfunction, with on-site response within the time frames specified in this Agreement;
- (2) labor and parts as deemed necessary by Service Express to maintain the Equipment or to return the Equipment to operating condition. Service Express may take ownership of exchanged parts removed from Equipment, except in the case of failed devices containing magnetic media, which Customer may retain ownership of at Customer's discretion; and
- (3) installation of field engineering change orders deemed necessary by the Equipment manufacturer at a time mutually agreed upon by Service Express and Customer.

**4. SERVICE RESPONSIBILITIES OF CUSTOMER.** As a condition to Service Express' obligation to provide the Services, Customer shall:

- (1) contact Service Express immediately when Equipment malfunctions. Customer shall take reasonable precautions to limit further damage to the Equipment;
- (2) provide full and free access to Equipment;
- (3) ensure that a Customer representative is present during service by Service Express personnel; and
- (4) make every effort to provide a reasonable environment for the Equipment covered by this Agreement and shall abide by all manufacturer specifications regarding such environmental conditions.

**5. SERVICE LIMITATIONS.**

- (1) Requests for Service received outside of the hours of coverage stipulated in this Agreement shall be responded to on a commercially reasonable efforts basis.
- (2) This Agreement does not cover: (a) damage due to improper treatment or use of Equipment; (b) unauthorized attempts to repair, maintain, or modify the Equipment other than by or at the direction of Service Express; or (c) damage created by external sources to this Equipment. Repairs made under these circumstances shall be made at the then prevailing Service Express per call rates for labor and parts.
- (3) Service Express reserves the right to withdraw individual items of Equipment from coverage under this Agreement if, in Service Express' reasonable opinion, these items can no longer be supported. In these circumstances, Service Express shall provide Customer with reasonable notice of withdrawal.
- (4) Services do not include operation supplies or accessories (as defined by the manufacturer), cosmetic damage to Equipment, or work external to the Equipment itself.

(5) Waivers of liability may not be imposed by Customer as a requirement for site access. Service Express may suspend Services when, in Service Express' reasonable opinion, conditions at Customer's site jeopardize the health or safety of Service Express personnel.

(6) Unless otherwise stated in this Agreement, the Services under this Agreement do not include LTU (License to Use) updates, software updates, software support, firmware upgrades, firmware updates, access to any proprietary information of any original equipment manufacturer, or access to technical websites.

**6. CHARGES.**

- (1) Charges under this Agreement will be invoiced thirty (30) days in advance of the applicable service period. All invoices will be due within the net terms stated on the face of this Agreement.
- (2) All overdue accounts may be charged a late fee of 1½% per month. Service Express reserves the right to suspend Services if invoices become past due.
- (3) Charges for Equipment added to or removed from this Agreement will be prorated on a thirty (30) day month.
- (4) Charges for services or equipment not covered under this Agreement shall be invoiced at Service Express' current rates and these Terms shall apply to such services.
- (5) Service Express may adjust the applicable charges for Equipment covered under this Agreement on the anniversary date of this Agreement.

**7. LIMITATIONS OF LIABILITY.**

- (1) EXCEPT FOR ANY EXPRESS WARRANTIES SET FORTH IN THESE TERMS, TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, ALL SERVICES ARE PROVIDED AS-IS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



# Terms and Conditions of Sale

- (2) SERVICE EXPRESS SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOSS OF USE, DATA, SOFTWARE, REVENUE, OR PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SERVICE EXPRESS' TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE GREATER OF: A) THE TOTAL FEES PAID BY CUSTOMER IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR B) TWO MILLION US DOLLARS (\$2,000,000).
- (3) This limitation of Service Express' liability will apply regardless of the form of action, whether in contract or tort including negligence. Any action against Service Express must be brought within six (6) months after the cause of action occurs.
- (4) Service Express shall not be liable for any delay in or failure of performance due to causes beyond the reasonable control of Service Express.

## 8. **INSURANCE.** Service Express shall carry, at a minimum, insurance in the following coverages and amounts:

- (1) Occurrence-based General Liability coverage and Prods/Com Ops coverage in amounts no less than \$1,000,000 each occurrence and \$2,000,000 aggregate;
- (2) Technology & Information Professional Liability coverage in an amount no less than \$2,000,000;
- (3) Workers' Compensation/Employer's Liability coverage as required by the applicable state law; \$1,000,000 per employee, accident, and disease; and
- (4) Auto Liability Insurance coverage for any hired and non-owned autos in an amount no less than \$1,000,000, with a combined single limit each accident for bodily injury and property damage.

## 9. **GENERAL.**

- (1) If either party neglects or fails to perform any of its obligations under this Agreement, or any other agreement between the parties, and such failure continues for a period of twenty (20) days after written notice thereof, the other party shall have the right to terminate this Agreement.

- (2) These Terms shall prevail over the terms and conditions of any order or other document submitted by Customer, and Service Express does not agree to and expressly rejects any Customer terms that are different from or in addition to these Terms.
- (3) This Agreement supersedes all prior service agreements and understandings between the parties with respect to the Services. The parties agree to promptly modify this Agreement to conform to new or revised legislation or regulations to which a party is or becomes subject. If a party cannot comply with the required modifications, such party may terminate this Agreement in accordance with Section 1. In addition, Service Express reserves the right to modify this Agreement at any time by notifying the primary Customer contact on the face of the Agreement. If Customer objects to such changes, Customer may terminate the Agreement in accordance with Section 1. Customer's failure to object to such changes within thirty (30) of receipt of notice shall be deemed acceptance by Customer of the changes, and the modified Agreement shall be binding on the parties. Except as set forth herein, this Agreement may not be amended except by mutual agreement of the parties.
- (4) It is expressly understood that if either party, on any occasion, fails to perform any provision of this Agreement, and the other party does not enforce that provision, the failure to enforce on that occasion shall not prevent enforcement on any other occasion.
- (5) During the term of this Agreement and for a period of one (1) year thereafter, neither party shall solicit the employment of any employee of the other party with whom such party has had contact in connection with the relationship arising under this Agreement. The foregoing prohibition shall not apply to an employee responding to the general advertisement of an open position by the other party.
- (6) Service Express shall comply with all applicable laws related to its provision of Services, including, but not limited to, those relating to data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Without limiting the generality of the foregoing, Service Express shall comply with all applicable anti-bribery and anti-corruption laws, and other laws governing improper payments, in connection with the performance of this Agreement,

including but not limited to, the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations under it, and Service Express shall not act in a way that would cause Customer to be in violation of such laws (such as, by way of example, providing a kickback, bribe or inappropriate gift to any representative of Customer or government official or political party in order to obtain or retain business or to secure an improper commercial advantage). Service Express represents that it does not, directly or indirectly, engage in or otherwise support child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive worker treatment or corrupt business practices, in the supply of

Services, including, without limitation, Human Trafficking. "Human Trafficking" is defined as: the recruitment, transportation, transfer, harboring or receipt of persons, by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power or of a position of vulnerability or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purpose of exploitation. Service Express further represents it does not, directly or indirectly, utilize the labor of North Korean nationals and/or North Korean citizens.

- (7) Neither party shall assign this Agreement unless consented to in writing by the other party, except that Service Express may assign this Agreement to an affiliate or in the event of a merger, consolidation, change of control, or sale of all or substantially all of its assets upon notice to Customer.
- (8) This Agreement will be governed by the laws of the State of Michigan (without regard to its conflict of law principles), and the parties hereby consent to the exclusive jurisdiction of the state or federal courts in the State of Michigan to adjudicate any dispute arising under or in connection with this Agreement.