



DU PAGE COUNTY

Technology Committee

Final Regular Meeting Agenda

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

Tuesday, May 6, 2025

11:00 AM

Room 3500B

1. CALL TO ORDER

2. ROLL CALL

3. CHAIRWOMAN'S REMARKS - CHAIR COVERT

4. PUBLIC COMMENT

5. APPROVAL OF MINUTES

5.A. [25-1180](#)

Approval of Minutes for the Technology Committee - Regular Meeting - Tuesday, April 15, 2025

6. PROCUREMENT REQUISITIONS

6.A. [TE-P-0006-25](#)

Recommendation for the approval of a contract purchase order to SHI International Corp, for the annual maintenance of Tanium endpoint security platform, for Information Technology, for the period of June 7, 2025 through June 6, 2026, for a contract total amount of \$51,744. Contract pursuant to the Intergovernmental Cooperation Act (Sourcewell Contract #121923-SHI).

6.B. [25-1161](#)

Recommendation for the approval of a contract purchase order to Business Software, Inc., for the annual maintenance of the BSI Tax Factory Payroll Tax Calculation and Compliance Software, for Information Technology, for the period of June 16, 2025 through June 15, 2026, for a total contract amount of \$18,461.10. Per 55 ILCS 5/5-1022(d) exempt from bidding - IT/Telecom purchases which do not exceed \$35,000.00.

7. INFORMATIONAL ITEMS

7.A. [JPS-P-0022-25](#)

Recommendation for the approval of a contract to Key Tower, LLC, to provide radio tower maintenance and equipment upgrades, for the Sheriff's Office, for the period of May 13, 2025 through May 12, 2028, for a contract total not to exceed \$211,365; per lowest responsible bid 25-010-SHF. (Sheriff's Office)

8. PRESENTATION

- 8.A. [25-1163](#)
AI Guidelines

- 9. **OLD BUSINESS**
- 10. **NEW BUSINESS**
- 11. **ADJOURNMENT**



Minutes

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

File #: 25-1180

Agenda Date: 5/6/2025

Agenda #: 5.A.



DU PAGE COUNTY

Technology Committee

Final Summary

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

Tuesday, April 15, 2025

11:00 AM

Room 3500B

1. CALL TO ORDER

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

2. ROLL CALL

| | |
|----------------|---|
| PRESENT | Berlin, Chaplin, Childress, Covert, Eckhoff, Galassi, Henry, Kaczmarek, Lukas, White, and Yoo |
| LATE | Rutledge |

3. CHAIRWOMAN'S REMARKS - CHAIR COVERT

No remarks were offered.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [25-1043](#)

Approval of Minutes for the Technology Committee - Regular Meeting - Tuesday, April 1, 2025

Attachments: [2025-04-01 Technology Minutes \(Summary\).pdf](#)

| | |
|------------------|-------------------|
| RESULT: | APPROVED |
| MOVER: | Judith Lukas |
| SECONDER: | Michael Childress |

6. TRAVEL REQUESTS

6.A. [25-0961](#)

Authorization for a GIS staff member to attend the ESRI User Conference in San Diego, CA from July 13, 2025 through July 18, 2025. Travel to include hotel, mileage, per diem, etc. for an estimated total of \$2,613.

Attachments: [Travel Request - GIS Staff Member - ESRI User Conference](#)

| | |
|------------------|-------------------|
| RESULT: | APPROVED |
| MOVER: | Yeena Yoo |
| SECONDER: | Michael Childress |

6.B. [25-0962](#)

Authorization for a GIS staff member to attend the ESRI User Conference in San Diego, CA from July 13, 2025 through July 18, 2025. Travel to include hotel, mileage, per diem, etc. for an estimated total of \$2,613.

Attachments: [Travel Request - GIS Staff Member - ESRI User Conference](#)

| | |
|------------------|-------------------|
| RESULT: | APPROVED |
| MOVER: | Michael Childress |
| SECONDER: | Yeena Yoo |

7. INFORMATIONAL ITEMS

Mr. McPhearson reinforced the importance of having technology-related procurement items on our agenda as informational so that the Technology Committee and IT staff are able to maintain consistency, ensure cost effectiveness, and remain secure. He said it is the right thing for our county to make sure that all tech items are represented here, we are fully accountable for them, and we can try our best to negotiate pricing and make sure they are cost effective.

7.A. [JPS-CO-0003-25](#)

Amendment to Purchase Order 6219-0001 SERV, issued to Colossus, Inc., to increase the contract encumbrance in the amount of \$12,527, for a new contract total not to exceed \$582,597, an increase of 2.21%. (Sheriff's Office)

Attachments: [Colossus, Inc. - Request for Change Order.pdf](#)
[Colossus, Inc. - Decision Memo.pdf](#)
[Colossus-Required Vendor Ethics-25 \(003\) - SignedRF_Redacted.pdf](#)

| | |
|------------------|---|
| RESULT: | INFORMATION RECEIVED AND PLACED ON FILE |
| MOVER: | Michael Childress |
| SECONDER: | Judith Lukas |

7.B. [JPS-CO-0004-25](#)

Amendment to Purchase Order 7281-0001 SERV, issued to AT&T Mobility LLC, to increase the contract encumbrance in the amount of \$75,000, for a new contract total not to exceed \$479,000, an increase of 18.56%. (Sheriff's Office)

Attachments: [AT&T Mobility - Request for Change Order.pdf](#)
[AT&T Mobility - Decision Memo.pdf](#)
[AT&T - Vendor Ethics](#)

| | |
|----------------|---|
| RESULT: | INFORMATION RECEIVED AND PLACED ON FILE |
|----------------|---|

| | |
|------------------|-------------------|
| MOVER: | Michael Childress |
| SECONDER: | Sheila Rutledge |

7.C. **JPS-P-0021-25**

Recommendation for the approval of a contract purchase order to Heartland Business Systems, for the purchase of an intercom and access door system, for the Sheriff's Office, for the period of April 29, 2025 through April 28, 2028, for a contract total not to exceed \$338,174.12. Contract pursuant to the Intergovernmental Cooperation Act (TIPS Contract #220105). (Sheriff's Office)

Attachments: [Heartland - PRCC.pdf](#)
 [Heartland Quote 4.9.25.pdf](#)
 [TIPS contract.pdf](#)
 [Heartland-Vendor Ethics_Redacted.pdf](#)

| | |
|------------------|---|
| RESULT: | INFORMATION RECEIVED AND PLACED ON FILE |
| MOVER: | Michael Childress |
| SECONDER: | Sheila Rutledge |

8. **OLD BUSINESS**

No old business was discussed.

9. **NEW BUSINESS**

No new business was discussed.

10. **ADJOURNMENT**

With no further business, the meeting was adjourned.



Technology Requisition \$30,000 and Over

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

File #: TE-P-0006-25

Agenda Date: 5/6/2025

Agenda #: 6.A.

AWARDING RESOLUTION ISSUED TO
SHI INTERNATIONAL CORP.
FOR ANNUAL MAINTENANCE OF
TANIUM ENDPOINT SECURITY PLATFORM
FOR INFORMATION TECHNOLOGY
(CONTRACT TOTAL AMOUNT \$51,744.00)

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

WHEREAS, pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/2), the County is authorized to enter into a Joint Purchasing Agreement for annual maintenance of Tanium endpoint security platform; and

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

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract to SHI International Corp., for annual maintenance of Tanium endpoint security platform, for the period of June 7, 2025 through June 6, 2026, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for annual maintenance of Tanium endpoint security platform, for the period of June 7, 2025 through June 6, 2026, for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to SHI International Corp., 290 Davidson Ave., Somerset, NJ 08873, for a contract total amount not to exceed \$51,744.00, per contract pursuant to the Sourcewell cooperative purchasing agreement #121923-SHI.

Enacted and approved this 13th day of May, 2025, at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

| General Tracking | | Contract Terms | |
|--|---|--|--|
| FILE ID#: 25-1133 | RFP, BID, QUOTE OR RENEWAL #: Quote #26098761 | INITIAL TERM WITH RENEWALS: OTHER | INITIAL TERM TOTAL COST: \$51,744.00 |
| COMMITTEE: TECHNOLOGY | TARGET COMMITTEE DATE: 05/06/2025 | PROMPT FOR RENEWAL: 6 MONTHS | CONTRACT TOTAL COST WITH ALL RENEWALS: \$51,744.00 |
| | CURRENT TERM TOTAL COST: \$51,744.00 | MAX LENGTH WITH ALL RENEWALS: ONE YEAR | CURRENT TERM PERIOD: INITIAL TERM |
| Vendor Information | | Department Information | |
| VENDOR: SHI International Corp. | VENDOR #: 14389 | DEPT: Information Technology | DEPT CONTACT NAME: Joe Hamlin |
| VENDOR CONTACT: Mark Brum | VENDOR CONTACT PHONE: 732-652-4760 | DEPT CONTACT PHONE #: 630-407-5063 | DEPT CONTACT EMAIL: Joe.Hamlin@dupagecounty.gov |
| VENDOR CONTACT EMAIL: Mark_brum@shi.com | VENDOR WEBSITE: www.shi.com | DEPT REQ #: | |
| Overview | | | |
| DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Annual maintenance and rightsize of Tanium endpoint security platform, purchased via Sourcwell cooperative purchasing agreement #121923-SHI. | | | |
| JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Tanium allows us to asses the state of devices on the network as well as deploy critical patches to them. | | | |

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. This purchase is using the Sourcwell cooperative purchasing agreement #121923-SHI. |
| RECOMMENDATION AND TWO ALTERNATIVES | Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Approve PO and keep Tanium working as it currently is. 2. Take no action and leave the county vulnerable. |

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: SHI International Corp. | Vendor#: 14389 | Dept: Information Technology | Division: |
| Attn: Mark Brum | Email: Mark_Brum@shi.com | Attn: Sarah Godzicki | Email: ITAP@dupagecounty.gov |
| Address: 290 Davidson Ave | City: Somerset | Address: 421 N. County Farm Rd. | City: Wheaton |
| State: NJ | Zip: 08873 | State: IL | Zip: 60187 |
| Phone: 888-591-3400 | Fax: 877-289-6088 | Phone: 630-407-5037 | Fax: 630-407-5001 |
| <i>Send Payments To:</i> | | <i>Ship to:</i> | |
| Vendor: SHI International Corp. | Vendor#: 14389 | Dept: Information Technology | Division: |
| Attn: | Email: | Attn: Joe Hamlin | Email: Joe.Hamlin@dupagecounty.gov |
| Address: P.O. Box 952121 | City: Dallas | Address: 421 N. County Farm Rd. | City: Wheaton |
| State: TX | Zip: 75395-2121 | State: IL | Zip: 60187 |
| Phone: | Fax: | Phone: 630-407-5063 | Fax: 630-407-5001 |
| Shipping | | Contract Dates | |
| Payment Terms: PER 50 ILCS 505/1 | FOB: Destination | Contract Start Date (PO25): Jun 7, 2025 | Contract End Date (PO25): Jun 6, 2026 |

| Purchase Requisition Line Details | | | | | | | | | | | |
|--|------|-----|----------------------------|----------------------|------|---------|------|-----------|-----------------------------|-------------------|--------------|
| LN | Qty | UOM | Item Detail (Product #) | Description | FY | Company | AU | Acct Code | Sub-Accts/ Activity Code | Unit Price | Extension |
| 1 | 2100 | EA | TAN-CORE-TAAS | Tanium Core Platform | FY25 | 1000 | 1110 | 53807 | | 16.37 | 34,377.00 |
| 2 | 2100 | EA | TAN-ASSET-TAAS | Tanium Asset | FY25 | 1000 | 1110 | 53807 | | 3.37 | 7,077.00 |
| 3 | 2100 | EA | TAN-PTCH2-TAAS | Tanium Patch 2 | FY25 | 1000 | 1110 | 53807 | | 4.90 | 10,290.00 |
| <i>FY is required, ensure the correct FY is selected.</i> | | | | | | | | | | Requisition Total | \$ 51,744.00 |

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



Pricing Proposal
Quotation #: 26098761
Created On: 4/21/2025
Valid Until: 6/6/2025

IL-County of DuPage

Joe Hamlin

421 N. County Farm Road
Wheaton, IL 60187
United States
Phone: (630) 407-5063
Fax:
Email: joe.hamlin@dupageco.org

Inside Account Manager

Mark Brum

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

All Prices are in US Dollar (USD)

| Product | Qty | Your Price | Total |
|---|------|------------|-------------|
| 1 Tanium Core Platform - Cloud - 1 Year Tanium - Part#: TAN-CORE-TAAS Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 6/7/2025 – 6/6/2026 Note: 1 Year | 2100 | \$16.37 | \$34,377.00 |
| 2 Tanium Asset - Tanium Cloud - 1 Year Tanium - Part#: TAN-ASSET-TAAS Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 6/7/2025 – 6/6/2026 Note: 1 Year | 2100 | \$3.37 | \$7,077.00 |
| 3 Tanium Patch 2 - Tanium Cloud - 1 Year Tanium - Part#: TAN-PTCH2-TAAS Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 6/7/2025 – 6/6/2026 Note: 1 Year | 2100 | \$4.90 | \$10,290.00 |
| Total | | | \$51,744.00 |

Additional Comments

If you are receiving a Tanium product, your use of the product is governed by your existing customer or partner agreement with Tanium applicable to such product (the "Master Agreement"). If no Master Agreement is currently in place, the following terms will apply: (a) for evaluation or beta testing of on-premises software and cloud-based services, use is governed by Section 11 the End User License Agreement located at www.tanium.com/eula and the Tanium Subscription Agreement located at <https://www.tanium.com/tanium-cloud-subscription-agreement>, respectively; (b) for commercial use on-premises, use is subject to the terms and conditions of the End User License Agreement located at www.tanium.com/eula; (c) for commercial use of cloud-based services, use is subject to the terms and conditions of the Tanium Subscription Agreement located at <https://www.tanium.com/tanium-cloudsubscription-agreement>; and (d) for use of Tanium-provided hardware, use is subject to the terms and conditions of the End User Hardware Agreement, located at www.tanium.com/hardware-terms-andconditions/. If you are receiving a third-party product from Tanium, your use is governed by the terms and conditions located at www.tanium.com/legal/ as applicable to the named third-party product

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed

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

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

**Solicitation Number: RFP #121923****CONTRACT**

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

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

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

1. TERM OF CONTRACT

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

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

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone

agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

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

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

Minimum Limits:

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

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

Minimum Limits:

\$1,000,000 each accident, combined single limit

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

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

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or

liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

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

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

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

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

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

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

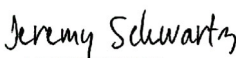
22. CANCELLATION

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

121923-SHI

Sourcewell

SHI International Corp.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/20/2024 | 10:15 AM CDT

DocuSigned by:

By: EA418E789F09404...
Kristina Mann
Title: Sr. Manager Contracts
Date: 3/20/2024 | 11:14 AM EDT



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: | N/A |
| COMPANY NAME: | SHI International Corp. |
| CONTACT PERSON: | Sabrina Bergdoll |
| CONTACT EMAIL: | sabrina_bergdoll@shi.com |

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

☐ Yes

☒ No

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

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

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

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

☐ Yes

☒ No

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

| NAME | PHONE | EMAIL |
|------|-------|-------|
| | | |
| | | |
| | | |

Section III: Violations

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

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

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

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

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

Section IV: Certification

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

Printed Name: Pamela Wilkinson

Signature

Signature on File

Title: Sr. Contracts Administrator

Date: 04/14/2025



Technology Requisition under \$30,000

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

File #: 25-1161

Agenda Date: 5/6/2025

Agenda #: 6.B.



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

SECTION 1: DESCRIPTION

| General Tracking | | Contract Terms | |
|---|--|--|--|
| FILE ID#: 25-1161 | RFP, BID, QUOTE OR RENEWAL #: Invoice #LUC-24607 | INITIAL TERM WITH RENEWALS: OTHER | INITIAL TERM TOTAL COST: \$18,461.10 |
| COMMITTEE: TECHNOLOGY | TARGET COMMITTEE DATE: 05/06/2025 | PROMPT FOR RENEWAL: 3 MONTHS | CONTRACT TOTAL COST WITH ALL RENEWALS: \$18,461.10 |
| | CURRENT TERM TOTAL COST: \$18,461.10 | MAX LENGTH WITH ALL RENEWALS: ONE YEAR | CURRENT TERM PERIOD: INITIAL TERM |
| Vendor Information | | Department Information | |
| VENDOR: Business Software, Inc. | VENDOR #: 13565 | DEPT: Information Technology | DEPT CONTACT NAME: Roy Clancy |
| VENDOR CONTACT: | VENDOR CONTACT PHONE: | DEPT CONTACT PHONE #: (630) 407-5015 | DEPT CONTACT EMAIL: Roy.Clancy@dupagecounty.gov |
| VENDOR CONTACT EMAIL: customer.services@bsi.com | VENDOR WEBSITE: | DEPT REQ #: | |
| Overview | | | |
| DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Annual maintenance agreement for the BSI Tax Factor Payroll Tax Calculation and Compliance Software, exempt from bidding per ILCS 5/5-1022 'Competitive Bids' (d) IT/Telcom purchases under \$35,000.00. | | | |
| JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Payroll tax calculation and compliance software is required for the payroll system. BSI will provide the needed support for the Infor/Lawson Payroll application. | | | |

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

| | |
|-------------------------------------|--|
| SOURCE SELECTION | Describe method used to select source. |
| RECOMMENDATION AND TWO ALTERNATIVES | Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). |

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

| <i>Send Purchase Order To:</i> | | <i>Send Invoices To:</i> | |
|---|-------------------------------------|---|---|
| Vendor: Business Software, Inc. | Vendor#: 13565 | Dept: IT | Division: |
| Attn: | Email: customer.services@bsi.com | Attn: Sarah Godzicki | Email: ITAP@dupagecounty.gov |
| Address: 155 Technology Parkway, Suite 100 | City: Peachtree Corners | Address: 421 N. County Farm Road | City: Wheaton |
| State: GA | Zip: 30092 | State: IL | Zip: 60187 |
| Phone: 770-449-3200 | Fax: | Phone: 630-407-5037 | Fax: |
| <i>Send Payments To:</i> | | <i>Ship to:</i> | |
| Vendor: SAME AS ABOVE | Vendor#: | Dept: IT | Division: |
| Attn: | Email: | Attn: Roy Clancy | Email: Roy.Clancy@dupagecounty.gov |
| Address: | City: | Address: 421 N. County Farm Road | City: Wheaton |
| State: | Zip: | State: IL | Zip: 60187 |
| Phone: | Fax: | Phone: 630-407-5015 | Fax: |
| Shipping | | Contract Dates | |
| Payment Terms: PER 50 ILCS 505/1 | FOB: Destination | Contract Start Date (PO25): Jun 16, 2025 | Contract End Date (PO25): Jun 15, 2026 |

| Purchase Requisition Line Details | | | | | | | | | | | |
|--|-----|-----|----------------------------|------------------------------------|------|---------|------|-----------|-----------------------------|-------------------|--------------|
| LN | Qty | UOM | Item Detail (Product #) | Description | FY | Company | AU | Acct Code | Sub-Accts/ Activity Code | Unit Price | Extension |
| 1 | 1 | EA | | Annual Tax Factory Premium Support | FY25 | 1000 | 1110 | 53806 | | 18,461.10 | 18,461.10 |
| <i>FY is required, ensure the correct FY is selected.</i> | | | | | | | | | | Requisition Total | \$ 18,461.10 |

| Comments | |
|----------------------|---|
| HEADER COMMENTS | Provide comments for P020 and P025. |
| SPECIAL INSTRUCTIONS | Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Please send PO to Sarah Godzicki & Roy Clancy and copy both when emailing to vendor. Please add "First Invoice Allowed Date" of 04/16/2025. |
| INTERNAL NOTES | Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. |
| APPROVALS | Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB. |



INVOICE

| | |
|----------------|-------------------|
| Number | LUC - 24607 |
| Date: | 04-16-2025 |
| Payment Terms: | Due by 06-15-2025 |
| Federal ID NO | 59-1935198 |

Bill To:

Roy Clancy
County of Dupage
421 N County Farm Road
Wheaton IL, 60187

Remit To:

Business Software, Inc.
420 Technology Parkway
Suite 100
Peachtree Corners, GA 30092

| | |
|-------------------------|-------------|
| CLIENT'S PURCHASE ORDER | # EMPLOYEES |
| | 4,253 |

| DESCRIPTION | AMOUNT |
|---|-------------------------|
| TaxFactory™ Premium Support Renewal Fee for Period 06-16-2025 to 06-15-2026 Fee for adding 109 employees | \$17,985.86 \$475.24 |
| TOTAL DUE IN U.S. DOLLARS | \$18,461.10 |

SPECIAL INSTRUCTIONS:

For billing questions, call (770) 449-3200 and select Accounting, then select Accounts Receivable.

Customer shall not be entitled to Support after 06-15-2025 unless, by that date the Support Fee has been paid in full by Customer.

If Support terminates, all back Support Fees and a Reinstatement Fee must be paid to reinstate Support. The amount of the Reinstatement Fee is currently \$500.00 for the first reinstatement, \$750.00 for the second reinstatement and \$1,000.00 for each subsequent reinstatement.



Required Vendor Ethics Disclosure Statement

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

Date: Mar 31, 2025

Bid/Contract/PO #:

| | |
|---|-----------------------------------|
| Company Name: Business Software, Inc. (BSI) | Company Contact: Betty Rich |
| Contact Phone: (770) 449-3200 x 197 | Contact Email: rich_betty@bsi.com |

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

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

☒ **NONE (check here) - If no contributions have been made**

| Recipient | Donor | Description (e.g. cash, type of item, in-kind services, etc.) | Amount/Value | Date Made |
|-----------|-------|---|--------------|-----------|
| | | | | |

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

☒ **NONE (check here) - If no contacts have been made**

| Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid | Telephone | Email |
|--|-----------|-------|
| | | |

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

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

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

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

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

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

Authorized Signature **Signature on File**

Printed Name Merryl Rindik

Title VP, Administration & Finance

Date March 31, 2025

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of _____ (total number of pages)



Judicial/Public Safety Requisition \$30,000 and Over

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

File #: JPS-P-0022-25

Agenda Date: 5/6/2025

Agenda #: 7.A.

AWARDING RESOLUTION ISSUED TO
KEY TOWER, LLC
TO PROVIDE RADIO TOWER MAINTENANCE AND EQUIPMENT UPGRADES
FOR THE SHERIFF'S OFFICE
(CONTRACT TOTAL AMOUNT \$211,365)

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

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Key Tower, LLC, to provide radio tower maintenance and equipment upgrades, for the period of May 13, 2025 through May 12, 2028, for the Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide radio tower maintenance and equipment upgrades, for the period of May 13, 2025 through May 12, 2028, for the Sheriff's Office, be, and it is hereby approved for issuance of a contract by the Procurement Division to Key Tower, LLC, 1802 W. Berteau Ave., #203, Chicago, IL 60613, for a contract total amount not to exceed \$211,365, per lowest responsible bid #25-010-SHF.

Enacted and approved this 13th day of May, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

| General Tracking | | Contract Terms | |
|---|--|--|--|
| FILE ID#: JPS-P-0022-25 | RFP, BID, QUOTE OR RENEWAL #: 25-010SHF | INITIAL TERM WITH RENEWALS: OTHER | INITIAL TERM TOTAL COST: \$211,365.00 |
| COMMITTEE: JUDICIAL AND PUBLIC SAFETY | TARGET COMMITTEE DATE: 05/06/2025 | PROMPT FOR RENEWAL: | CONTRACT TOTAL COST WITH ALL RENEWALS: \$211,365.00 |
| | CURRENT TERM TOTAL COST: \$211,365.00 | MAX LENGTH WITH ALL RENEWALS: THREE YEARS | CURRENT TERM PERIOD: INITIAL TERM |
| Vendor Information | | Department Information | |
| VENDOR: Key Tower | VENDOR #: | DEPT: Sheriff | DEPT CONTACT NAME: Dan Bilodeau |
| VENDOR CONTACT: William Steele | VENDOR CONTACT PHONE: 866-255-2402 | DEPT CONTACT PHONE #: 630-407-2402 | DEPT CONTACT EMAIL: dan.bilodeau@dupagesheriff.org |
| VENDOR CONTACT EMAIL: william.steele@keytowerllc.com | VENDOR WEBSITE: https://www.keytower.com/ | DEPT REQ #: | |
| Overview | | | |
| DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Repairs and maintenance to Hidden Lake Tower as well as set up of new shed holding radio equipment. | | | |
| JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Tower is out of date and the current shed is falling in on itself damaging radio equipment. The shed has been purchased and is awaiting installation | | | |

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.
LOWEST RESPONSIBLE QUOTE/BID (QUOTE < \$25,000, BID ≥ \$25,000; ATTACH TABULATION)

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

| | |
|-------------------------------------|--|
| SOURCE SELECTION | Describe method used to select source. |
| RECOMMENDATION AND TWO ALTERNATIVES | Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). |

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

| <i>Send Purchase Order To:</i> | | <i>Send Invoices To:</i> | |
|-------------------------------------|-----------------------------------|---|---|
| Vendor: Key Tower LLC | Vendor#: | Dept: Sheriff | Division: Budget |
| Attn: Joseph Randol | Email: billing@keytowerllc.com | Attn: Colleen Zbilski | Email: colleen.zbilski@dupagesheriff.org |
| Address: 1802 W Berteau Ave #203 | City: Chicago | Address: 501 N County Farm Rd | City: Wheaton |
| State: IL | Zip: 60613 | State: IL | Zip: 60187 |
| Phone: 847-648-1298 | Fax: | Phone: 630-407-2122 | Fax: |
| <i>Send Payments To:</i> | | <i>Ship to:</i> | |
| Vendor: Key Tower LLC | Vendor#: | Dept: N/A | Division: |
| Attn: Joseph Randol | Email: billing@keytowerllc.com | Attn: | Email: |
| Address: 1802 W Berteau Ave #203 | City: Chicago | Address: | City: |
| State: IL | Zip: 60613 | State: | Zip: |
| Phone: 847-648-1298 | Fax: | Phone: | Fax: |
| Shipping | | Contract Dates | |
| Payment Terms: PER 50 ILCS 505/1 | FOB: Destination | Contract Start Date (PO25): May 13, 2025 | Contract End Date (PO25): May 12, 2028 |

| 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 | See Bid 25-010SHF | Radio Tower maintenance and equipment upgrades | FY25 | 6000 | 4700 | 53370 | | 201,407.00 | 201,407.00 |
| 2 | 1 | EA | See Bid 25-010SHF | Radio Tower Maintenance | FY26 | 1000 | 4401 | 53370 | | 4,979.00 | 4,979.00 |
| 3 | 1 | EA | See Bid 25-010SHF | Radio Tower Maintenance | FY27 | 1000 | 4401 | 53370 | | 4,979.00 | 4,979.00 |
| <i>FY is required, ensure the correct FY is selected.</i> | | | | | | | | | | Requisition Total | \$ 211,365.00 |

| 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. |
| APPROVALS | Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB. |

BID PRICING FORM

VERSION 2

Section I: Contact Information

Please complete the contact information below.

| | |
|-----------------|--------------------------------|
| BID NUMBER: | 25-010-SHF |
| COMPANY NAME: | Key Tower, LLC |
| CONTACT PERSON: | William Steele |
| CONTACT EMAIL: | william.steele@keytowerllc.com |

Section II: Pricing

Provide pricing per Specifications in Statement of Work.


F.O.B: All goods are to be shipped F.O.B. Destination, delivered, and installed.

| SECTION 1: REWIRING AND INSTALLATION OF RADIO EQUIPMENT | | | |
|---|--|---|------------------------------|
| NO. | ITEM | UOM | PRICE |
| 1 | Rewiring and Installation of Radio Equipment | LS | \$ 71,957* |
| SECTION 2: HIDDEN LAKE TOWER REPAIRS | | | |
| NO. | ITEM | UOM | PRICE |
| 1 | Automatic Monitoring System | LS | \$ 3,451* |
| 2 | Waveguide Ladder | LS | \$ 16,934 |
| 3 | Arrestor | LS | \$ 7,931 |
| 4 | Shims | LS | \$ NA - see Engineering Fees |
| 5 | Painting | LS | \$ 77,503 |
| 6 | Flange Bolts | LS | \$ 774 |
| 7 | Tower Ground Bar | LS | \$ 244 |
| 8 | Safety Climb System | LS | \$ 7,422 |
| 9 | Signage | LS | \$ 238 |
| 10 | Engineering Fees as required to complete tasks listed in Scope of Work | LS | \$ 13,425 |
| GRAND TOTAL SECTIONS 1 + 2 | | | \$ 199,879* |
| GRAND TOTAL SECTIONS 1 + 2 (IN WORDS) | | One hundred ninety-nine thousand eight hundred seventy-nine dollars | |

*See attached pricing breakdown with descriptions, alternatives, and exclusions

Section III: Certification

By signing below, the Bidder agrees to provide the required goods and/or services described in the Bid Specifications for the prices quoted on this Bid Pricing Form.

Printed Name: William Steele Signature: 

Title: Operations Director Date: 3/10/2025

| Pricing descriptions, alternatives, and exclusions | | | | |
|---|--------|--|------------|---|
| Section # | Item # | Item | Price (\$) | Alternative (\$) |
| 1 | 1 | Rewiring and Installation of Radio Equipment with New Lines This price includes replacement of existing lines as an assumed requirement based on experience and expertise. This price also includes return/loss or sweep testing to verify functionality of lines. This price assumes the new shelter has been installed by others and has existing electrical connections at a breaker panel. | 71957 | |
| 1 | 1 | Rewiring and Installation of Radio Equipment with Existing Lines Key Tower strongly recommends <i>against</i> this alternative and only provides it because our competitors are like to list such in their own bids. This price assumes the existing lines can and will be reused, and that the new shelter has been installed by others and has existing electrical connections at a breaker panel. It is highly unlikely that the existing lines will reach the new destination and even less likely that they will function correctly after being relocated, especially given that they are not currently supported correctly. | | 44441 |
| 2 | 1 | Automatic Monitoring System This includes the installation of remote monitoring equipment, including battery and Verizon modem, on existing Vanguard® Medium FTS 370d LED obstruction lighting kit. This price excludes monthly fees for the monitoring service. Such will require contract between purchaser and SPX AtoN or an annual maintenance contract with Key Tower. See attached sample agreement which specifies a monthly fee of \$40 on a 3-year contract with SPX AtoN. | 3451 | |
| 2 | 1 | Automatic Monitoring System with Remote Monitoring Service and Annual Tower Inspections This price includes the monthly monitoring fees, paid by Key Tower to SPX AtoN, as well as annual ANSI/TIA-222 compliant inspection of tower, obstruction lighting, and antennas & lines. As added value, Key Tower will perform minor maintenance and repairs, not to exceed \$50 in material cost or one hour of crew time per inspection. This price excludes Return-Loss/Sweep and similar testing of radios or antennas. Issues identified during inspections will not be repaired without agreement between purchaser and Key Tower for appropriate compensation. This price is valid for an agreement between one and three years in duration. | | 4979/year |
| 2 | 2 | Installation of New Waveguide Ladder This price includes the installation of snap-in hangers and cable-hoist grips to properly support the lines on the new waveguide ladder. As an added value, Key Tower will utilize PIM-mitigating snap-in hangers to reduce passive intermodulation interference which diminishes the effectiveness of antennas. | 16934 | |
| 2 | 3 | Arrestor This price includes installation of a lightning arrestor which extends ~20' above the tower. The most likely solution is a side-mounted extender which reaches 15' above the tower, with a 5' rod atop that. If structural analysis or other factors determine that this solution is not desired or practicable, we can provide a 1/2" x 10' arrestor for an appropriately reduced fee. | 7931 | |
| 2 | 4 | Shims The price to identify and evaluate the shims found on the tower is included in Engineering Fees. Key Tower has not included any provisions for repair of the issue if a qualified engineer determines that they represent an issue which needs to be remedied. | NA | |
| 2 | 5 | Painting This price includes removal of loose/flaking paint, application of a rust converter primer or equivalent, and FAA-compliant painting. NOTE: this includes re-banding of the tower's existing painted obstruction markings as the existing painted obstruction markings are not present on the top few sections of the tower. | 77,503 | |
| 2 | 6 | Flange Bolts This includes evaluation and replacement of flange bolts identified in request-for-bids as well as any other bolts identified as needing replacement during tower inspection. | 774 | |
| 2 | 7 | Tower Ground Bar This includes relocation of the existing tower ground bar or installation of a replacement near the new shelter location. | 244 | |
| 2 | 8 | Safety Climb System This includes installation of a standard 3/8" wire safety climb up the majority of the tower. Key Tower will install it up the full climbing height of the tower if conditions permit but notes the top few sections were not designed to accommodate such. Related engineering analysis is included in Engineering Fees. | 7422 | |
| 2 | 9 | Signage This includes the installation of one weather-resistant sign on the fence gate and another on the roadside gate-chain, denoting the appropriate ASR #. | 238 | |
| 2 | 10 | Engineering Fees as required to complete tasks listed in Scope of Work This price includes tower inspection and structural analysis, as well as tower mapping required in lieu of tower designs to conduct the analysis. | 13425 | |
| NOTE: all prices include requisite material, unless otherwise specified. | | | | |
| TOTAL | | | 199,879 | |
| Alternate total without monitoring and annual inspections | | | | 172,363 |
| Alternate total with monitoring and annual inspections | | | | 173,891 + 4,979 for each year after first |
| Total with new lines as well as monitoring and annual inspections | | | | 201,407 + 4,979 for each year after first |



MANDATORY FORM

Section I: Contact Information

Complete the contact information below.

| | |
|------------------------|--------------------------------|
| BID NUMBER: | 25-010-SHF |
| COMPANY NAME: | Key Tower, LLC |
| MAIN ADDRESS: | 1802 W. Berteau Ave. #203 |
| CITY, STATE, ZIP CODE: | Chicago, Illinois 60613 |
| TELEPHONE NO.: | 866-255-2402 |
| BID CONTACT PERSON: | William Steele |
| CONTACT EMAIL: | william.steele@keytowerllc.com |

Section II: Contract Administration Information

Complete the contract administration information below.

| CORRESPONDENCE TO CONTRACTOR: | | REMIT TO CONTRACTOR: | |
|-------------------------------|--------------------------------|----------------------|---------------------------|
| NAME: | Key Tower, LLC | NAME: | Key Tower, LLC |
| CONTACT: | William Steele | CONTACT: | Joseph Randol |
| ADDRESS: | 1802 W. Berteau Ave. #203 | ADDRESS: | 1802 W. Berteau Ave. #203 |
| CITY, ST., ZIP: | Chicago, Illinois 60613 | CITY, ST., ZIP: | Chicago, Illinois 60613 |
| PHONE NO.: | 309-798-8110 | PHONE NO.: | 847-648-1298 |
| EMAIL: | william.steele@keytowerllc.com | EMAIL: | billing@keytowerllc.com |

Section III: Certification

The undersigned certifies that they are:

☐ The Owner or Sole
Proprietor

☒ A Member authorized to
sign on behalf of the
Partnership

☐ An Officer of the
Corporation

☐ A Member of the Joint
Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

Lukasz Cholodecki
(President or Partner)

Nicholas Hynes
(Vice-President or Partner)

Dennis Chookaszian
(Secretary or Partner)

Michael Chookaszian
(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. 1 _____, _____, and _____ issued thereto.

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time and at the price therein prescribed.

Further, the undersigned certifies and warrants that they are duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either Chapter 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that they have examined and carefully prepared this bid and have checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that it has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that it will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

By signing below, the Bidder agrees to the terms of this Mandatory Form and certifies that the information on this form is true and correct to the best of its knowledge.

Printed Name: Lukasz Cholodecki

Signature: 

Title: CEO

Date: 3/10/2025



LIMITATIONS ON THE AUTHORITY OF THE COUNTY OF DuPAGE TO CONTRACT

Section I: Contact Information

Please complete the contact information below.

| | |
|-----------------|--------------------------------|
| BID NUMBER: | 25-010-SHF |
| COMPANY NAME: | Key Tower, LLC |
| CONTACT PERSON: | William Steele |
| CONTACT EMAIL: | william.steele@keytowerllc.com |

Section II: Limitations

The County of DuPage ("County") is a non-home rule unit of local government under the Constitution and laws of the State of Illinois. Pursuant to Section 7 of Article VII of the Illinois Constitution of 1970, counties and municipalities which are not home rule units have only the powers granted to them by law and the powers set forth in the state constitution. Accordingly, and unlike Cook County and many of Illinois's larger municipalities, every action DuPage County takes must be tied to a specific constitutional or statutory grant of authority or be necessarily inferred from that specifically granted authority. Any action the County takes in excess of that authority is *ultra vires* and void *ab initio* as a matter of law.

During the course of the procurement process, vendors frequently provide standard form contracts or propose exceptions that contain terms which, though commercially reasonable in a particular industry, are outside of the County's authority to agree to. The most common areas of conflict involve proposed provisions that require the County to provide a vendor with an indemnity, exclude the state's attorney's participation in the selection and control of outside counsel, or provide for more aggressive payment and interest terms than are permitted by law.

Indemnification

DuPage County has no authority to provide an indemnity to a vendor. As noted above, the County has only those powers conferred by the Illinois Constitution or state law or which can be necessarily inferred from those powers. While state law does require the County to indemnify its officers and employees and authorizes it to indemnify a limited number of other governmental entities, the legislature has not authorized counties to indemnify private vendors. Moreover, the Illinois Constitution requires that all expenditures of public funds be for public purposes. In an indemnity agreement, the indemnifying party agrees to be liable for the costs associated with the defense of the other party. If the indemnified party is not a public entity, then an indemnification agreement would impermissibly require an expenditure of public funds the benefit of that private party and not for the public. Finally, an indemnity contract is an extension of the public credit and an agreement to undertake a liability. Such an extension of credit requires an appropriation for that purpose sufficient to cover the obligation at the time of contract formation.

Choice of Counsel, Waiver of Defenses

Under Illinois law, the state's attorney shall "defend all actions and proceedings brought against his county." Historical and judicial precedents along with various opinions of Illinois's attorneys general, interpret this language to mean that **the state's attorney is the exclusive legal representative of his county**. The state's attorney will generally appoint any attorney recommended to him by an indemnifying party or its insurance carrier who meets his approval as a "special" assistant state's attorney for the purposes of the litigation. While the state's attorney must retain the right to approve outside counsel and control the litigation, he will not interfere unreasonably with the indemnifying party's attorney selection or legal strategy (or those of its insurance carrier). The County has no authority to retain or permit counsel to represent its interests nor can it contract away the duties of the state's attorney. For this reason, the County also cannot contractually waive any defenses, privileges or immunities which may be available to it in litigation.

Payment Terms

The provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 et. seq. apply to all purchases made by DuPage County. The Act provides that the County must approve or disapprove of an invoice for goods or services within 30 days of the presentation of the invoice or delivery of the goods or services – whichever is later. The County then has 30 days after approval to pay any portion of the invoice which it has not disapproved. Interest, when permitted under the Act, accrues on a monthly basis at 1%. While the County may not offer payment or interest terms which are more generous to the vendor than authorized by the Act, the parties may agree to provide an incentive for more rapid payments.

Section III: Acceptance

The above list is not exhaustive, but it does address the most common areas of concern during the contract negotiation phase. **Accordingly, all prospective offerors are on notice that the County is without the authority to accept nor will it respond to any exceptions which purport to impose a duty on the County to indemnify a vendor, abridge the duties of the state's attorney, waive any legal privilege, defense, or immunity available to it, or obligate it to payment and interest terms other than as permitted by the Local Government Prompt Payment Act. Further all prospective offerors are on notice that any such provision in any standard form contract is unenforceable and void as a matter of law whether or not approved by the County.**

Please acknowledge your Acceptance of the Limitations on the Authority of the County of DuPage to Contract as stated above. Your signature below shall establish your consent to a contract subject to such limitation on the County's authority to contract. This page must also be incorporated as an exhibit to any contract the County will be asked to sign.

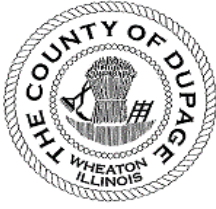
Receipt of the above ACCEPTANCE is hereby acknowledged by:

Printed Name: William Steele

Signature: 

Title: Operations Director

Date: 3/10/2025



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
REWIRING AND INSTALLATION OF RADIO EQUIPMENT
AND REPAIR OF TOWERS 25-010-SHF
BID TABULATION

| | | | ✓ |
|--|--|-----|----------------------|
| | | | Key Tower LLC |
| NO. | ITEM | UOM | PRICE |
| SECTION 1: REWIRING AND INSTALLATION OF RADIO EQUIPMENT | | | |
| 1 | Rewiring and Installation of Radio Equipment | LS | \$ 71,957.00 |
| SECTION 2: HIDDEN LAKE TOWER REPAIRS | | | |
| 1 | Automatic Monitoring System | LS | \$ 3,451.00 |
| 2 | Waveguide Ladder | LS | \$ 16,934.00 |
| 3 | Arrestor | LS | \$ 7,931.00 |
| 4 | Shims | LS | NO BID |
| 5 | Painting | LS | \$ 77,503.00 |
| 6 | Flange Bolts | LS | \$ 774.00 |
| 7 | Tower Ground Bar | LS | \$ 244.00 |
| 8 | Safety Climb System | LS | \$ 7,422.00 |
| 9 | Signage | LS | \$ 238.00 |
| 10 | Engineering Fees as required to complete tasks listed in Scope of Work | LS | \$ 13,425.00 |
| GRAND TOTAL SECTIONS 1 + 2 | | | \$ 199,879.00 |

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

| | |
|---------------------------------|-------|
| Bid Opening 3/11/2025 @ 2:30 | DW,BR |
| Invitations Sent | 71 |
| al Vendors Requesting Documents | 3 |
| Total Bid Responses | 1 |



Key Tower 10
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: | 25-010-SHF |
| COMPANY NAME: | Key Tower, LLC |
| CONTACT PERSON: | Lukasz Cholodecki |
| CONTACT EMAIL: | lrc@keytowerllc.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: Lukasz Cholodecki

Signature: 

Title: CEO

Date: 3/10/2025



Presentation

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

File #: 25-1163

Agenda Date: 5/6/2025

Agenda #: 8.A.

JACK T. KNUEPFER
Administration Building

ARTIFICIAL INTELLIGENCE

Usage Guidelines



DuPage County Government

421 N County Farm Rd

630-407-5000

Wheaton, IL 60187



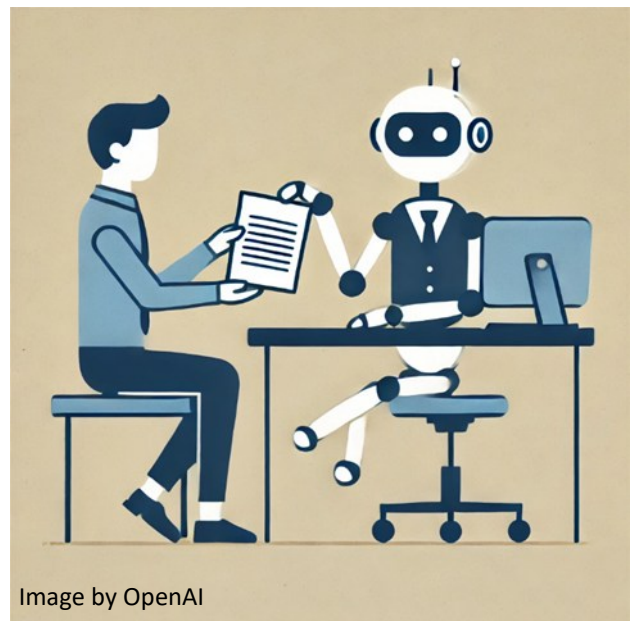
Introduction

These guidelines ensure the ethical, responsible, and secure use of Artificial Intelligence (AI) in government activities. They aim to leverage AI for efficiency while adhering to privacy and security standards. These guidelines are not intended to supersede existing or future DuPage County policies or legal requirements and are subject to modification as circumstances warrant.

AI Examples

Some examples of AI are:

- Generative AI (GenAI) such as chatbots and virtual assistants, image generation, and video creation
- Machine learning and predictive analytics
- Natural language processing, such as speech recognition and translation
- Computer vision, like facial recognition and autonomous vehicles
- Robotics

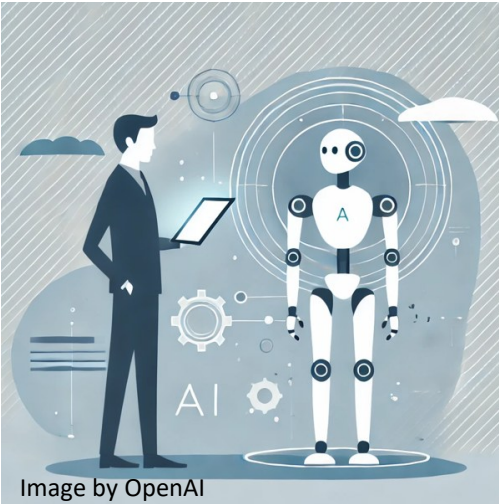


Scope

DuPage County is committed to using all forms of AI responsibly while enjoying the benefits it can provide. These guidelines are applicable to all DuPage County end users utilizing County equipment, networks, and technologies.

Guidelines

IT Clearance for AI Usage



Before implementation, all AI initiatives, including those released as an upgrade to existing software, must be reviewed and cleared by the Information Technology (IT) department. This review ensures compatibility with existing systems, compliance with security protocols, and adherence to ethical standards. AI initiatives encompass all AI-driven activities, including but not limited to information gathering, content creation, and other innovative applications.

To streamline adoption and encourage the responsible use of AI, DuPage County will maintain a list of vetted AI tools and technologies on the Intranet. Any tool featured on this list has undergone thorough evaluation to ensure compliance with organizational standards, including security, privacy, and ethical guidelines. Any usage limitations will be noted with the tool.

Departments may utilize these approved AI tools without additional review or approval from IT. For AI tools not listed, or software that updates or upgrades to deploy an AI option, departments should submit a ticket for approval through ZenDesk.

Prohibited Use of AI

- AI must not be used to process Personally Identifiable Information (PII), Health Insurance Portability and Accountability Act (HIPAA)-related data, For Official Use Only (FOUO), Law Enforcement Sensitive (LES) or any other sensitive personal data unless such use has been previously approved through the vetted AI tools list.
- AI should not be used in a discriminatory manner. If a product is found to be

(Continued on page 4)

(Continued from page 3)

discriminatory by an end user, this should be reported to Information technology to be reviewed.

- AI generated images, audio, or video content should not be represented or implied as real-life or authentic content. If the content must be used, then such content must be clearly labelled as artificially generated to avoid confusion, misinformation, or deception.
- Using AI systems on personal devices or accounts to conduct County business.
- Using AI systems on personal devices to circumvent County policies or safeguards.
- Using AI systems to collect biometric identifiers of an individual.

Permitted Use of AI

AI may be used in a variety of forms if the data is not sensitive or protected. Some examples of use include:

- AI may be used for drafting non-sensitive communications.
- AI may be used for data analysis, excluding datasets containing PII or sensitive data.
- AI may be used for non-sensitive data visualization, such as creating interactive dashboards and graphs.
- AI may be used for process automation in non-sensitive workflows.

This is not an inclusive list of permitted uses, only an example.

Data Privacy and Security

AI systems must comply with all data protection laws, acceptable use policies, and information security policies.

- AI systems should be designed or procured with privacy and security by default.

(Continued on page 5)

(Continued from page 4)

- AI should not be used to process sensitive data, health information, or Personally Identifiable Information (PII) unless such use was previously approved.
- Departments should determine if they are required to retain AI data to comply with FOIA and applicable data retention laws.
- Elected officials are encouraged to utilize technologies that have been reviewed and approved by DuPage County IT. If an elected official procures their own technology, IT is under no obligation to support, integrate, or maintain such technologies. If integration into existing technologies is required, the new technology will need to be reviewed and approved by IT.

Accountability

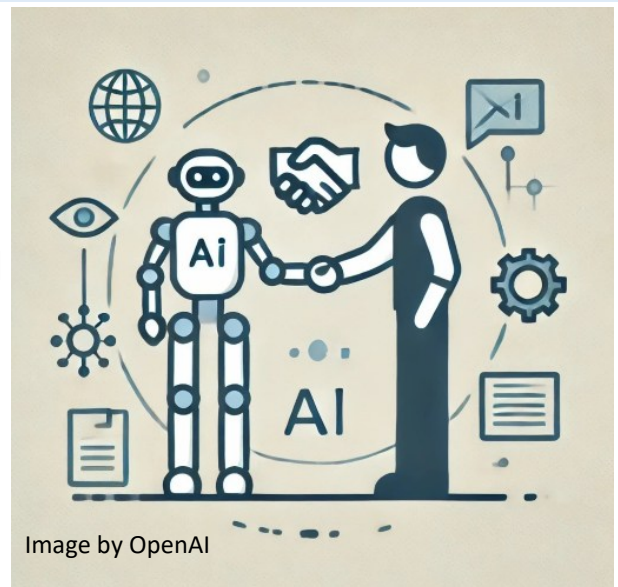
The end user bears full responsibility for any material they create, including documentation, images, videos, and any related content. It is their duty to ensure accuracy, compliance with policies, and appropriate usage.

Training and Awareness

Training in ethical AI usage, data security, and privacy protection is mandatory for relevant staff and will be provided by the Information Technology department.

Awareness programs should inform the end users about responsible AI practices, ensuring they understand both the capabilities and limitations of AI tools.

Specialized training may be provided for key roles or specific AI software if necessary.



(Continued on page 6)

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To support AI adoption, a shared community of support will be established to differentiate between platform-related issues and end user-related challenges. Employees should report technical malfunctions or unexpected AI behavior through the IT help desk, while questions related to best practices and responsible AI use can be addressed within the support community.

Conclusion

Strict adherence to these guidelines is essential for safeguarding data and ensuring end user security across all applicable entities within DuPage County. These guidelines will be regularly reviewed and updated to stay aligned with evolving standards and best practices. Questions or concerns about the misuse of AI or these guidelines must be reported promptly. Reports should be directed to ITSecurity@dupagecounty.gov for investigation and resolution.

