



DU PAGE COUNTY

Technology Committee

Final Summary

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

Tuesday, January 6, 2026

11:00 AM

Room 3500B

1. CALL TO ORDER

11:00 AM meeting was called to order by Chair Covert at 11:26 AM.

2. ROLL CALL

Conor McCarthy was present as a representative for Bob Berlin, State's Attorney.
Guillermo Franco was present as a representative for Liz Chaplin, County Recorder.
Chad Pierce was present as a representative for Jean Kaczmarek, County Clerk.
Paul Hinds was present as a representative for Gwen Henry, County Treasurer.

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

3. CHAIRWOMAN'S REMARKS - CHAIR COVERT

Chair Covert made the following remarks:

I wish the committee members a Happy and Prosperous New Year! I look forward to working with all of you this year to improve DuPage County's technology landscape through strategic decisions and meaningful discussions, aimed at supporting innovative, secure, practical, and cost-effective solutions.

I also want to thank Anthony, Shanita Thompson, Debbie Deacy, and other IT department members for successfully hosting Insights & Innovations Day in December. We had 100 participants and engaging discussions on real-world AI and automation solutions currently used within our county and elsewhere.

Finally, I would like to acknowledge Benjamin Lim, a Senior Application Developer on our IT Applications team. With over 20 years of dedicated service, Ben has worked closely with the Care Center and Community Services staff and is highly respected across multiple departments. Ben developed a key application that feeds data into the GIS Parcel Viewer, significantly improving data accuracy and accessibility. He was also instrumental in the Mainframe Decommission project. His projects were always completed on time and highly appreciated by users.

Beyond his technical skills, Ben is known for his responsiveness, problem-solving ability, and strong commitment to service. His professionalism has earned him numerous commendations from staff across the organization. Thank you, Ben!

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES**5.A. 26-0150**

Approval of Minutes for the Technology Committee - Regular Meeting - Tuesday, December 2, 2025

Attachments: [2025-12-02 Technology Minutes](#)

| | |
|------------------|-------------------|
| RESULT: | APPROVED |
| MOVER: | Michael Childress |
| SECONDER: | Bill White |

6. BUDGET TRANSFERS**6.A. 26-0148**

Budget adjustment total amount of \$90,000 from 1000-1110-53807 (Subscription IT Arrangements) to 1000-1110-54100 (IT Equipment), to cover the purchase of an Eaton UPS for the DuPage County data center.

Attachments: [Budget Transfer - \\$90,000.00 \(Eaton UPS\)](#)

| | |
|------------------|-------------------|
| RESULT: | APPROVED |
| MOVER: | Michael Childress |
| SECONDER: | Bill White |

7. PROCUREMENT REQUISITIONS**7.A. 26-0130**

Recommendation for the approval of a contract purchase order to Sergeant Laboratories, Inc., for annual Aristotle Insight Network licensing, for Information Technology, for the period of March 1, 2026 through March 1, 2027, for a contract total of \$25,941.25; per GSA Schedule 70 Contract 47QTCA18D00DN pricing.

Attachments: [Sergeant Laboratories \(Aristotle\) - PRCC](#)
[Sergeant Laboratories \(Aristotle\) - Invoice #121725-01](#)
[Sergeant Laboratories \(Aristotle\) - GSA Contract #47QTCA18D00DN](#)
[Sergeant Laboratories \(Aristotle\) - VED](#)

| | |
|------------------|-------------------|
| RESULT: | APPROVED |
| MOVER: | Michael Childress |
| SECONDER: | Kari Galassi |

7.B. [26-0147](#)

Recommendation for the approval of a contract purchase order to Carahsoft Technology Group, for a Premier Support Agreement for Microsoft support services, for Information Technology, for the period of February 24, 2026 through February 23, 2027, for a contract total of \$24,210. Contract pursuant to the Intergovernmental Cooperation Act (NASPO Master Agreement #AR2472).

Attachments:[Carahsoft - Premier Support \(US Cloud\) - PRCC](#)[Carahsoft - Premier Support \(US Cloud\) - Quote #61047165](#)[Carahsoft - Premier Support \(US Cloud\) - NASPO - Master Agreement #AR2472](#)[Carahsoft - Premier Support \(US Cloud\) - VED](#)

| | |
|------------------|-------------------|
| RESULT: | APPROVED |
| MOVER: | Michael Childress |
| SECONDER: | Kari Galassi |

8. INFORMATIONAL ITEMS8.A. [HS-P-0002-26](#)

Recommendation for the approval of a contract purchase order to CDW Government, to provide computer hardware, peripherals, software and licensing as needed, for the DuPage Care Center, for the period of January 14, 2026 through January 13, 2027, for a contract total amount not to exceed \$55,000. Contract pursuant to the Intergovernmental Cooperation Act (City of Mesa #2024056-1).

Attachments:[CDW Government LLC PRCC.pdf](#)[CDW Government LLC Cooperative Agreement](#)[CDW Government LLC signed Vendor Ethic Disclosure Statement.pdf](#)

| | |
|------------------|-----------------------------|
| RESULT: | ACCEPTED AND PLACED ON FILE |
| MOVER: | Michael Childress |
| SECONDER: | Kari Galassi |

9. OLD BUSINESS

No old business was discussed.

10. NEW BUSINESS

No new business was discussed.

11. ADJOURNMENT

With no further business, the meeting was adjourned.



Minutes

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

File #: 26-0150

Agenda Date: 1/6/2026

Agenda #: 5.A.



DU PAGE COUNTY

Technology Committee

Final Summary

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WHEATON, IL 60187
www.dupagecounty.gov

Tuesday, December 2, 2025

11:00 AM

Room 3500B

1. CALL TO ORDER

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2. ROLL CALL

Conor McCarthy was present as a representative for Bob Berlin, State's Attorney.
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Paul Hinds was present as a representative for Gwen Henry, County Treasurer.

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

3. CHAIRWOMAN'S REMARKS - CHAIR COVERT

Chair Covert made the following remarks:

I want to thank Jim Watson, a senior mainframe programmer in our IT department, for all his efforts on the mainframe shutdown project, especially as he approaches his retirement this Friday. He has dedicated over 38 years to serving DuPage County with skill, commitment, and a friendly attitude. Jim considered retiring earlier, but chose to stay until the mainframe was fully shut down-an act of genuine dedication as a public servant. Thank you so much, Jim.

As a reminder, the IT department will host Insights & Innovations Day in DuPage County on Wednesday, December 17, at the 421-building auditorium. The DuPage I&I (Insights & Innovations) event aims to bring together municipal, county, and state leaders to explore practical, forward-looking solutions through technology, focusing on AI, automation, intranet updates, and community engagement. Please register if you are interested in participating.

MOTION TO ALLOW FOR REMOTE PARTICIPATION

Member Childress moved, seconded by Member White, to allow remote participation. All ayes.
Motion carried.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. 25-2903

Approval of Minutes for the Technology Committee - Regular Meeting - Tuesday, November 18, 2025

Attachments: [2025-11-18 Technology Minutes](#)

| | |
|------------------|-------------------|
| RESULT: | APPROVED |
| MOVER: | Michael Childress |
| SECONDER: | Bill White |

6. INTERGOVERNMENTAL AGREEMENTS

6.A. [TE-R-0004-25](#)

Intergovernmental Agreement between the County of DuPage ("County") and the Tri-State Fire Protection District ("District") to permit County staff to perform GIS services.

Attachments: [GIS - Tri-State Fire Protection District Shared Svcs IGA - Exhibit A](#)
[GIS - Tri-State Fire Protection District Shared Svcs IGA - Scope](#)
[GIS - Tri-State Fire Protection District Shared Svcs IGA - Scope Attachment A](#)

| | |
|------------------|------------------------------|
| RESULT: | APPROVED AND SENT TO FINANCE |
| MOVER: | Michael Childress |
| SECONDER: | Bill White |

7. PROCUREMENT REQUISITIONS

7.A. [TE-P-0026-25](#)

Recommendation for the approval of a contract purchase order to Environmental Systems Research Institute, Inc. (ESRI), for professional services for GIS support and training for the ESRI Enterprise Advantage Program, for Information Technology - GIS Division, for the period of January 17, 2026 through January 16, 2027, for a contract total amount of \$119,400. Exempt from bidding per 55 ILCS 5/5-1022(c) not suitable for competitive bids - Sole Source. This product and service is only available from the provider, ESRI, Inc.

Attachments: [ESRI \(EEAP\) - PRCC 2026](#)
[ESRI \(EEAP\) - Quote # Q-561279](#)
[ESRI \(EEAP\) - Advantage Program Agreement](#)
[ESRI \(EEAP\) - Master Agreement](#)
[ESRI \(EEAP\) - Product-Specific Terms of Use](#)
[ESRI \(EEAP\) - Sole Source Letter](#)
[ESRI \(EEAP\) - VED](#)

| | |
|----------------|------------------------------|
| RESULT: | APPROVED AND SENT TO FINANCE |
|----------------|------------------------------|

| | |
|------------------|-------------------|
| MOVER: | Michael Childress |
| SECONDER: | Bill White |

8. INFORMATIONAL ITEMS

8.A. 25-2863

Recommendation for the approval of a contract issued to Carahsoft Technology Corporation, to provide five (5) OpenRoads Designer SELECT license renewals/subscriptions, for the Division of Transportation, for the period of December 1, 2025 through November 30, 2026, for a contract total amount not to exceed \$17,375. Per 55 ILCS 5/5-1022(d) exempt from bidding - IT/Telecom purchases which do not exceed \$35,000.

Attachments: [Carahsoft Checklist](#)
[Carahsoft Invoice](#)
[Carasoft Vendor Ethics](#)

| | |
|------------------|---|
| RESULT: | INFORMATION RECEIVED AND PLACED ON FILE |
| MOVER: | Michael Childress |
| SECONDER: | Bill White |

8.B. 25-2895

Recommendation for the approval of a contract to Brightly Software, Inc., for Maintenance Edge (Help Desk – formerly Facility Dude) and Connect Authenticate software licensing, for Facilities Management, for the period of December 1, 2025 through November 30, 2026, for a total contract amount not to exceed \$23,613.50, per quote #449789. Contract let pursuant to the Intergovernmental Cooperation Act (OMNIA Contract #R210702).

Attachments: [Brightly Software Inc. - PRCC.pdf](#)
[Brightly Software, Inc. - Quote #449789.pdf](#)
[OMNIA Partners Contact #R210702_Redacted.pdf](#)
[Brightly Software, Inc. - VE Redacted](#)

| | |
|------------------|-----------------------------|
| RESULT: | ACCEPTED AND PLACED ON FILE |
| MOVER: | Michael Childress |
| SECONDER: | Bill White |

9. IT PROJECT UPDATES

26-0032

IT Project Updates

Attachments: [DuPage County Tech Committee Project Updates](#)

| | |
|----------------|-----------|
| RESULT: | PRESENTED |
|----------------|-----------|

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



Budget Transfer

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

File #: 26-0148

Agenda Date: 1/6/2026

Agenda #: 6.A.

FY26

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October 1, 2024

INFORMATION TECHNOLOGY

From: Company/Accounting Unit Name

From: 1000
Company #

INFORMATION TECHNOLOGY

To: Company/Accounting Unit Name

To: 1000
Company #

Reason for Bequest:

To cover the cost of an Eaton UPS for the DuPage County datacenter in FY2026.

Signature on File

Department Head

Signature on File

12/10/2025

Date

Date _____

Activity

(optional)

Chief Financial Officer

****Please sign in blue ink on the original form****

71

Finance Department Use Only

21. ANSWER

Entered By/Date

Released & Posted By/Date



Technology Requisition under \$30,000

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

File #: 26-0130

Agenda Date: 1/6/2026

Agenda #: 7.A.



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

| SECTION 1: DESCRIPTION | | | |
|--|--|---|---|
| <i>General Tracking</i> | | <i>Contract Terms</i> | |
| FILE ID#: 26-0130 | RFP, BID, QUOTE OR RENEWAL #: 121725-01 | INITIAL TERM WITH RENEWALS: OTHER | INITIAL TERM TOTAL COST: \$25,941.25 |
| COMMITTEE: TECHNOLOGY | TARGET COMMITTEE DATE: 01/06/2026 | PROMPT FOR RENEWAL: 3 MONTHS | CONTRACT TOTAL COST WITH ALL RENEWALS: \$25,941.25 |
| | CURRENT TERM TOTAL COST: \$25,941.25 | MAX LENGTH WITH ALL RENEWALS: ONE YEAR | CURRENT TERM PERIOD: INITIAL TERM |
| <i>Vendor Information</i> | | <i>Department Information</i> | |
| VENDOR: Sergeant Laboratories, Inc. | VENDOR #: 32759 | DEPT: Information Technology | DEPT CONTACT NAME: Joe Hamlin |
| VENDOR CONTACT: Matt Vande Slunt | VENDOR CONTACT PHONE: 608-788-9143x200 | DEPT CONTACT PHONE #: 630-407-5063 | DEPT CONTACT EMAIL: Joe.Hamlin@dupagecounty.gov |
| VENDOR CONTACT EMAIL: mvandeslunt@provecompliance.com | VENDOR WEBSITE: | DEPT REQ #: | |
| <i>Overview</i> | | | |
| DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Annual AristotleInsight Network appliance licensing for \$25,941.25, per GSA Schedule 70 Contract 47QTCA18D00DN.. | | | |
| JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished AristotleInsight is a diagnostic and monitoring and log management tool. This tool is utilized as part of the County's Cybersecurity program to help identify risks, remediate and document the results. | | | |

| 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. GSA Schedule 70 Contract 47QTCA18D00DN |
| 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 the contract and continue using a trusted cybersecurity vendor. 2) Do not approve and change vendors. |

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: Sergeant Laboratories, INC | Vendor#: 32759 | Dept: Information Technology | Division: |
| Attn: Matt Vande Slunt | Email: mvandeslunt@provecompliance.com | Attn: Sarah Godzicki | Email: ITAP@dupagecounty.gov |
| Address: | City: | Address: 421 N. County Farm Rd. | City: Wheaton |
| State: | Zip: | State: IL | Zip: 60187 |
| Phone: 630-788-9143 x200 | Fax: | Phone: 630-407-5037 | Fax: 630-407-5001 |
| <i>Send Payments To:</i> | | <i>Ship to:</i> | |
| Vendor: Sergeant Laboratories, Inc. | Vendor#: 32759 | Dept: Information Technology | Division: |
| Attn: | Email: | Attn: Joe Hamlin | Email: Joe.Hamlin@dupagecounty.gov |
| Address: 560 Lester Avenue | City: Onalaska | Address: 421 N. County Farm Rd. | City: Wheaton |
| State: WI | Zip: 54650 | State: IL | Zip: 60187 |
| Phone: | Fax: | Phone: 630-407-5000 | Fax: 630-407-5001 |
| <i>Shipping</i> | | <i>Contract Dates</i> | |
| Payment Terms: PER 50 ILCS 505/1 | FOB: Destination | Contract Start Date (PO25): Mar 1, 2026 | Contract End Date (PO25): Mar 1, 2027 |

| Purchase Requisition Line Details | | | | | | | | | | | |
|---|-----|-----|----------------------------|---|------|---------|------|-----------|-----------------------------|-------------------|--------------|
| LN | Qty | UOM | Item Detail (Product #) | Description | FY | Company | AU | Acct Code | Sub-Accts/ Activity Code | Unit Price | Extension |
| 1 | 1 | EA | | Annual AristotleInsight Network appliance Licensing | FY26 | 1000 | 1110 | 53807 | | 25,941.25 | 25,941.25 |
| FY is required, ensure the correct FY is selected. | | | | | | | | | | Requisition Total | \$ 25,941.25 |

| 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 copy of PO to Sarah Godzicki & Joe Hamlin and copy both when emailing vendor. Please make First Invoice Allowed Date 12/17/2025. |
| 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

ARISTOTLEINSIGHT

Date: 12/17/2025
Invoice #: 121725-01
Ref/PO #: _____
Ent Due Date: 3/1/2026

Remit To:

Sergeant Laboratories, Inc
560 Lester Ave
Onalaska, WI 54650

(608)788-9143
accounting@sqlabs.com

To:

DuPage County
421 N County Farm Road
Wheaton, IL 60187

Michelle Amanti
(630)407-5020
micelle.amanti@dupageco.org

| <i>Salesperson</i> | <i>Ship Method</i> | <i>Shipping Terms</i> | <i>Payment Terms</i> | <i>Due Date</i> |
|--------------------|--------------------|-----------------------|----------------------|-----------------|
| | | FOB Destination | | 3/1/2026 |



Contract 47QTCA18D00DN

Any amounts payable by Licensee hereunder that remain unpaid after the due date shall be subject to a late charge equal to the lesser of the maximum amount permissible by law or 1.5% per month from the due date until such amount is paid.

Thank you for your business!



GENERAL SERVICES ADMINISTRATION

Federal Supply Service

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address GSA Advantage! is: GSAAdvantage.gov.

General Purpose Commercial Information Technology Equipment, Software and Services

FSC GROUP Class 70, STANDARD INDUSTRY GROUP: 70

FSC Product code: D399

Contract number: 47QTCA18D00DN

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Contract period: June 11, 2023 through June 10, 2028

Sergeant Laboratories, Inc.

560 Lester Ave

Onalaska, WI 54650

DUNS: 799853846 CAGE Code: 539D1

Matt R Vande Slunt, Operations

mvandeslunt@sgtlabs.com

V: 608-788-9143 F: N/A

Contractor's internet address/web site where schedule information can be found: www.provecompliance.com

Business size: Small

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

SIN 33411

| PART # | PRODUCT | DESCRIPTION | GSA PRICE |
|--------|------------------|--|-------------|
| DV100 | AristotleInsight | Computer hardware with enterprise-wide Continuous Diagnostics & Monitoring Security Platform (Vulnerabilities, Cyber Hygiene, Data in Motion, Insider Threats, User Behavior, Data Access, Configurations, SIEM, Privileged Users, APT, Rogue Devices) Refer to price list file for Detail. (up to 100 enterprise endpoints) | \$12,740.39 |
| DV250 | AristotleInsight | Computer hardware with enterprise-wide Continuous Diagnostics & Monitoring Security Platform (Vulnerabilities, Cyber Hygiene, Data in Motion, Insider Threats, User Behavior, Data Access, Configurations, SIEM, Privileged Users, APT, Rogue Devices) Refer to price list file for Detail. (up to 250 enterprise endpoints) | \$20,143.99 |
| DV500 | AristotleInsight | Computer hardware with enterprise-wide Continuous Diagnostics & Monitoring Security Platform (Vulnerabilities, Cyber Hygiene, Data in Motion, Insider Threats, User Behavior, Data Access, Configurations, SIEM, Privileged Users, APT, Rogue Devices) Refer to price list file for Detail. (up to 500 enterprise endpoints) | \$28,487.91 |
| DV750 | AristotleInsight | Computer hardware with enterprise-wide Continuous Diagnostics & Monitoring Security Platform (Vulnerabilities, Cyber Hygiene, Data in Motion, Insider Threats, User Behavior, Data Access, Configurations, SIEM, Privileged Users, APT, Rogue Devices) Refer to price list file for Detail. (up to 750 enterprise endpoints) | \$34,890.41 |
| DV1000 | AristotleInsight | Computer hardware with enterprise-wide Continuous Diagnostics & Monitoring Security Platform (Vulnerabilities, Cyber Hygiene, Data in Motion, Insider Threats, User Behavior, Data Access, Configurations, SIEM, Privileged Users, APT, Rogue Devices) Refer to price list file for Detail. (up to 1,000 enterprise endpoints) | \$40,287.98 |



| | | | |
|--------|------------------|--|-------------|
| DV2500 | AristotleInsight | Computer hardware with enterprise-wide Continuous Diagnostics & Monitoring Security Platform (Vulnerabilities, Cyber Hygiene, Data in Motion, Insider Threats, User Behavior, Data Access, Configurations, SIEM, Privileged Users, APT, Rogue Devices) Refer to price list file for Detail. (up to 2,500 enterprise endpoints) | \$63,700.90 |
| DV5000 | AristotleInsight | Computer hardware with enterprise-wide Continuous Diagnostics & Monitoring Security Platform (Vulnerabilities, Cyber Hygiene, Data in Motion, Insider Threats, User Behavior, Data Access, Configurations, SIEM, Privileged Users, APT, Rogue Devices) Refer to price list file for Detail. (up to 5,000 enterprise endpoints) | \$90,086.67 |

1b.

| PART # | PRODUCT | DESCRIPTION | GSA PRICE |
|--------|------------------|--|-------------|
| DV100 | AristotleInsight | Computer hardware with enterprise-wide Continuous Diagnostics & Monitoring Security Platform (Vulnerabilities, Cyber Hygiene, Data in Motion, Insider Threats, User Behavior, Data Access, Configurations, SIEM, Privileged Users, APT, Rogue Devices) Refer to price list file for Detail. (up to 100 enterprise endpoints) | \$12,740.39 |

1c. Not applicable

2. Maximum order. \$500,000

3. Minimum order. \$100.00

4. Geographic coverage 50 United States; District of Columbia; Puerto Rico

5. Point(s) of production:

560 Lester Ave
Onalaska, WI 54650

6. Discount from list prices or statement of net price. Net prices set forth above.

7. Quantity discounts. 2% for order \$250,000 or More

8. Prompt payment terms. Net 30

9a. Government purchase cards are accepted at or below the micro-purchase threshold.

9b. Government purchase cards are accepted above the micro-purchase threshold.

10. Foreign items (list items by country of origin). None.

11a. Time of delivery. 15 business days ARO

11b. Expedited Delivery. As negotiated with ordering agency and the contractor.

11c. Overnight and 2-day delivery. As negotiated with ordering agency and the contractor.

11d. Urgent Requirements. As negotiated with ordering agency and the contractor.

12. F.O.B. point(s). Destination.

13a. Ordering address.
560 Lester Ave
Onalaska, WI 54650

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.



14. Payment address.
560 Lester Ave
Onalaska, WI 54650

15. Warranty provision.

Section 5.01 – Representations and Warranties: Licensor represents and warrants that for the first ninety (90) days after shipment, the Products will substantially conform in material functional respects to the applicable Documentation.

Section 5.02 – LIMITED WARRANTY: Except for the limited warranty specified above, LICENSOR AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS LICENSEE MAY OBTAIN BY USING THE PRODUCT OR DOCUMENTATION. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.01 AND EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO LICENSEE IN LICENSEE'S JURISDICTION, LICENSOR AND ITS SUPPLIERS HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, GUARANTEES OR TERMS (EXPRESS OR IMPLIED WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, INTEGRATION, SATISFACTORY QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE.

16. Export packing charges, if applicable. Not Applicable

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).
None.

18. Terms and conditions of rental, maintenance, and repair (if applicable). Not Applicable

19. Terms and conditions of installation (if applicable). Not Applicable

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). Not Applicable

20a. Terms and conditions for any other services (if applicable). Not Applicable

21. List of service and distribution points (if applicable). Not Applicable

22. List of participating dealers (if applicable). Not Applicable

23. Preventive maintenance (if applicable). Not Applicable

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). Not Applicable

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/. www.provecompliance.com

25. Data Universal Number System (DUNS) number. 799853846

26. Contractor is registered and current in the SAM database.



TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY NEW EQUIPMENT (SPECIAL ITEM NUMBER 132-8)

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirement of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or SIN 132-9.

c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.



5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

Section 5.01 – Representations and Warranties: Licensor represents and warrants that for the first ninety (90) days after shipment, the Products will substantially conform in material functional respects to the applicable Documentation.

Section 5.02 – LIMITED WARRANTY: Except for the limited warranty specified above, LICENSOR AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS LICENSEE MAY OBTAIN BY USING THE PRODUCT OR DOCUMENTATION. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.01 AND EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO LICENSEE IN LICENSEE'S JURISDICTION, LICENSOR AND ITS SUPPLIERS HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, GUARANTEES OR TERMS (EXPRESS OR IMPLIED WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, INTEGRATION, SATISFACTORY QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.



9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).



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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

| | |
|-----------------|----------------------------|
| BID NUMBER: | |
| COMPANY NAME: | Sergeant Laboratories, Inc |
| CONTACT PERSON: | Matt Vande Slunt |
| CONTACT EMAIL: | mvandeslunt@sgtlabs.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:

[Ethics | DuPage Co. IL](#)

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

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

Section IV: Certification

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

Printed Name: Matt Vande Slunt

Signature on File
Signature: _____

Title: Operations

Date: 12/17/25



Technology Requisition under \$30,000

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

File #: 26-0147

Agenda Date: 1/6/2026

Agenda #: 7.B.



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

| SECTION 1: DESCRIPTION | | | |
|--|--|---|---|
| <i>General Tracking</i> | | <i>Contract Terms</i> | |
| FILE ID#: 26-0147 | RFP, BID, QUOTE OR RENEWAL #: Quote #61047165 | INITIAL TERM WITH RENEWALS: OTHER | INITIAL TERM TOTAL COST: \$24,210.00 |
| COMMITTEE: TECHNOLOGY | TARGET COMMITTEE DATE: 01/06/2026 | PROMPT FOR RENEWAL: 3 MONTHS | CONTRACT TOTAL COST WITH ALL RENEWALS: \$24,210.00 |
| | CURRENT TERM TOTAL COST: \$24,210.00 | MAX LENGTH WITH ALL RENEWALS: ONE YEAR | CURRENT TERM PERIOD: INITIAL TERM |
| <i>Vendor Information</i> | | <i>Department Information</i> | |
| VENDOR: Carahsoft Technology Group | VENDOR #: 12819 | DEPT: Information Technology | DEPT CONTACT NAME: Joe Hamlin |
| VENDOR CONTACT: Tyler Schwartz | VENDOR CONTACT PHONE: 571-662-3103 | DEPT CONTACT PHONE #: 630-407-5063 | DEPT CONTACT EMAIL: Joe.Hamlin@dupagecounty.gov |
| VENDOR CONTACT EMAIL: Tyler.Schwartz@carahsoft.com | VENDOR WEBSITE: www.carahsoft.com | DEPT REQ #: | |
| <i>Overview</i> | | | |
| DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). We are purchasing technical support for Microsoft products via NASPO contract. | | | |
| JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This purchase will continue our Microsoft Product support from US Cloud. US Cloud provides the county with Microsoft support at a fraction of the price. | | | |

| 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. US Cloud was selected using the NASPO contract. |
| 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 the purchase and continue to save money. (Staff Recommendation) 2. Take no action and go without MS support. 3. Revert to Microsoft support at a higher price point. |

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: Carahsoft Technology Corp | Vendor#: 12819 | Dept: Information Technology | Division: |
| Attn: Tyler Schwartz | Email: Tyler.Schwartz@carahsoft.com | Attn: Sarah Godzicki | Email: ITAP@dupagecounty.gov |
| Address: 11493 Sunset Hills Road | City: Reston | Address: 421 N. County Farm Rd. | City: Wheaton |
| State: Virginia | Zip: 20190 | State: IL | Zip: 60187 |
| Phone: 571-662-3103 | Fax: 703-871-8505 | Phone: 630-407-5037 | Fax: 630-407-5001 |
| <i>Send Payments To:</i> | | <i>Ship to:</i> | |
| Vendor: Carahsoft Technology group | Vendor#: 12819 | Dept: Information Technology | Division: |
| Attn: Tyler Schwartz | Email: Tyler.Schwartz@carahsoft.com | Attn: Joe Hamlin | Email: Joe.Hamlin@dupagecounty.gov |
| Address: 11493 Sunset Hills Road | City: Reston | Address: 421 N. County Farm Rd. | City: Wheaton |
| State: Virginia | Zip: 20190 | State: IL | Zip: 60187 |
| Phone: 571-662-3103 | Fax: 703-871-8505 | Phone: 630-407-5063 | Fax: 630-407-5001 |
| <i>Shipping</i> | | <i>Contract Dates</i> | |
| Payment Terms: PER 50 ILCS 505/1 | FOB: Destination | Contract Start Date (PO25): Feb 24, 2026 | Contract End Date (PO25): Feb 23, 2027 |

| Purchase Requisition Line Details | | | | | | | | | | | |
|---|-----|-----|----------------------------|---|------|---------|------|-----------|-----------------------------|-------------------|--------------|
| LN | Qty | UOM | Item Detail (Product #) | Description | FY | Company | AU | Acct Code | Sub-Accts/ Activity Code | Unit Price | Extension |
| 1 | 90 | EA | AR2472-CAR001-15 | Professional Services - Client/Server Database Manager - per hour Premier support | FY26 | 1000 | 1110 | 53020 | | 269.00 | 24,210.00 |
| FY is required, ensure the correct FY is selected. | | | | | | | | | | Requisition Total | \$ 24,210.00 |

| 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. |

PRICE QUOTATION
CARAHSOFT TECHNOLOGY CORP
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8585 | FAX (703) 871-8505
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft

| | |
|---|---|
| TO: Joe Hamlin Network Systems Manager County of DuPage 421 N County Farm Rd Information Technology L-400 Wheaton, IL 60187 USA | FROM: Tyler Schwartz Carahsoft Technology Corp. 11493 Sunset Hills Road Suite 100 Reston, Virginia 20190 |
| EMAIL: joe.hamlin@dupageco.org | EMAIL: Tyler.Schwartz@carahsoft.com |
| PHONE: (630) 407-5063 | PHONE: (571) 662-3103 FAX: (703) 871-8505 |

| | |
|--|--|
| TERMS: Contract Number: 18CPOGS006 NASPO Master Contract Number: AR2472 Contract Term: 08/07/2017 to 09/16/2026 Shipping Point: FOB Destination Credit Cards: VISA/MasterCard/AMEX Remit To: Same as Above Payment Terms: Net 60 (On Approved Credit) Sales Tax May Apply | QUOTE NO: 61047165 QUOTE DATE: 11/05/2025 QUOTE EXPIRES: 02/15/2026 RFQ NO: SHIPPING: ESD TOTAL PRICE: \$24,210.00 <hr/> TOTAL QUOTE: \$24,210.00 |
|--|--|

| LINE NO. | PART NO. | DESCRIPTION | - | QUOTE PRICE | QTY | EXTENDED PRICE |
|---------------------|------------------|---|---|-------------|------|--------------------|
| 1 | AR2472-CAR001-15 | Professional Services - Client/Server Database Manager - Per Hour Premier Support, 12 Month New Renewal Carahsoft Technology Corporation - PS-CSDM Start Date: 02/24/2026 End Date: 02/23/2027 | - | \$269.00 | COOP | 90 |
| SUBTOTAL: | | | | | | \$24,210.00 |
| TOTAL PRICE: | | | | | | \$24,210.00 |
| TOTAL QUOTE: | | | | | | \$24,210.00 |

Master Agreement #: AR2472

Contractor: **CARAHSOFT TECHNOLOGY CORPORATION**Participating Entity: **STATE OF ILLINOIS**

The following products or services are included in this contract portfolio:

- *All products and accessories, except consulting/advisory services, statement of work services, and partner services, listed on the Contractor page of the NASPO ValuePoint website.*

Master Agreement Terms and Conditions:

1. Scope: This addendum covers **Cloud Solutions** lead by the State of **Utah** for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Officer for General Services.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all governmental units and qualified not-for profit agencies authorized to use statewide contracts in the State of Illinois. Issues of interpretation and eligibility for participation are solely within the authority of the State of Illinois Chief Procurement Officer for General Services.
3. Access to Cloud Solutions Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.
4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

| | |
|------------|---|
| Name: | Bethany Blackwell |
| Address: | 1860 Michael Faraday Drive, Suite 100 Reston, VA 20190 |
| Telephone: | 703-230-7435 |
| Fax: | 703-871-8505 |
| Email: | NASPO@carahsoft.com |

Participating Entity

| | |
|------------|---|
| Name: | Michelle Casey |
| Address: | 401 S. Spring Street, Room 712, Springfield, IL 62706 |
| Telephone: | 217-494-5577 |
| Email: | CPO. UPP@illinois.gov |

5. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

The Parties to this Participating Addendum are the State of Illinois acting through the undersigned Agency (collectively the State) and the Contractor. This Participating Addendum, consisting of the signature page and numbered sections listed above and below and any attachments referenced in this Participating Addendum, constitute the entire agreement between the Parties concerning the subject matter of the Participating Addendum, and in signing the Participating Addendum, the Contractor affirms that the Certifications and if applicable the Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor's execution of the Participating Addendum. This Participating Addendum supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the agreement. This Participating Addendum, Standard Certifications, and Financial Disclosures and Conflicts of Interest will prevail in the event of a conflict between this Participating Addendum and Master Contract AR 2472. This Participating Addendum can be signed in multiple counterparts upon agreement of the Parties.

Participating Addendum uses Illinois Procurement Gateway Certifications and Disclosures?

Yes (IPG Certifications and Disclosures including FORMS B)
 No

5.1 DEFINITIONS:

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

5.1.2 "Consulting services" means services provided by Contractor to advise and assist a governmental unit in solving specific management or programmatic problems involving the organization, planning, direction, control or operations of a governmental unit. The services may or may not rise to the level of professional and artistic as defined in the Illinois Procurement Code or the Standard Procurement Rules for the Chief Procurement Officer for General Services.

- 5.1.3 "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax or any other public entity created by statute.
- 5.1.4 "Partner services" means a relationship that extends beyond monetary considerations, including but not limited to integration of another company's products or services into Contractor's products or services or the agreement to support a common standard or protocol.
- 5.1.5 "Purchase order" means the written request by a governmental unit or qualified not-for-profit agency for the personal property, supplies or services subject to this Participating Addendum. Purchase orders shall contain the scope of work, which includes the Service Level Agreement as defined in Master Agreement AR2472, data categorization, delivery, and invoice information. All terms and conditions in this Participating Addendum apply with full force and effect to all Purchase Orders unless the governmental unit or qualified not-for-profit agency making the Purchase Order specifically seeks exemption or replacement of those terms in its Purchase Order. All Purchase Orders made by governmental units under the authority of the Chief Procurement Officer incorporate with full force and effect all the terms and conditions in this Participating Addendum.
- 5.1.6 "Qualified not-for-profit agency" means any not-for-profit agency that qualifies under Section 45-35 of the Illinois Procurement Code and that either (1) acts pursuant to a board established by or controlled by a unit of local government or (2) receives grant funds from the State or from a unit of local government.
- 5.1.7 "Statement of work services" means unsolicited solutions provided by Contractor for needs not identified by the governmental unit.

5.2 JOINT AND COOPERATIVE PURCHASING

- 5.2.1 The personal property, supplies or services subject to this Participating Addendum shall be distributed or rendered directly to each governmental unit or qualified not-for-profit agency.
- 5.2.2 Contractor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in the NASPO ValuePoint Master Agreement AR2472 for the items in this Participating Addendum to all authorized governmental units and qualified not-for-profit agencies. The personal property, supplies or services subject to this Participating Addendum shall be distributed or rendered directly to each governmental unit or qualified-not-for-profit agency. Contractor shall bill each governmental unit or qualified not-for-profit agency separately for its actual share of the costs of the personal property, supplies or services purchased. The credit or liability of each governmental unit or qualified not-for-profit agency shall remain separate and distinct. Disputes between Contractor and governmental units or qualified not-for-profit agencies shall be resolved between the affected parties.

5.3 SUBCONTRACTORS:

5.3.1 All contactors, dealers, and resellers authorized in the State of Illinois as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement AR2472. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

5.3.2 For purposes of this subsection, subcontractors are those specifically hired to perform all or part of the work covered by this Participating Addendum. If subcontractors will be utilized, Contractor must identify below the names and addresses of all subcontractors it will be entering into a contractual agreement that has an annual value of \$50,000 or more in the performance of this Participating Addendum, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Participating Addendum. Attach additional sheets as necessary.

5.3.3 Will subcontractors be utilized? Yes No

- Subcontractor Name: To be determined

Amount to be paid: To be determined

Address: To be determined

Description of work: To be determined

5.3.4 All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.

5.3.5 If the annual value of any the subcontracts is more than \$50,000, then the Contractor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

5.3.6 If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Contractor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Contractor must also provide a completed Forms B for the subcontractor.

5.3.7 If at any time during the term of the Participating Addendum, Contractor adds or changes any subcontractors, Contractor will be required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Participating Addendum. Any subcontracts entered into prior to award of the Participating Addendum are done at the Contractor's and subcontractor's risk.

5.4 WHERE SERVICES ARE TO BE PERFORMED:

Contractor will perform all material services under this contract in the United States. From time to time and in the ordinary course of its general business operations, Contractor may

provide services incidental to performance of this contract from locations outside the US. Contractor will provide further information on this on request. These services are not unique to this contract and are not separately priced under this contract.

5.5 PRICING

- 5.5.1 Type of Pricing: The Illinois Office of the Comptroller requires the State to indicate whether the Participating Addendum value is firm or estimated at the time it is submitted for obligation. The total value of this Participating Addendum is estimated.
- 5.5.2 Expenses Allowed: Expenses are allowed as provided in Master Agreement AR2472.
- 5.5.3 Discount: The State may receive a 0 % discount for payment within N/A days of receipt of correct invoice.
- 5.5.4 Contractor's Pricing: Attach additional pages if necessary.
 - 5.5.4.1 Contractor's Price for the Initial Term: See the pricing in Master Agreement AR 2472.
 - 5.5.4.2 Intentionally omitted.

5.6 TERM AND TERMINATION

- 5.6.1 TERM OF THIS CONTRACT: This Participating Addendum, has an initial term of date of execution to September 15, 2026. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.
 - 5.6.1.1 In no event will the total term of the Participating Addendum, including the initial term, any renewal terms and any extensions, exceed 10 years.
 - 5.6.1.2 Contractor shall not commence billable work in furtherance of the Participating Addendum prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.
- 5.6.2 INTENTIONALLY OMITTED
- 5.6.3 TERMINATION FOR CAUSE: The State may terminate this Participating Addendum, in whole or in part, immediately upon notice to the Contractor if: (a) the State determines that the actions or inactions of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Contractor has notified the State that it is unable or unwilling to perform the participating addendum.
 - 5.6.3.1 If Contractor fails to perform to the State's satisfaction any material requirement of this Participating Addendum, is in violation of a material provision of this Participating Addendum, or the State determines that

the Contractor lacks the financial resources to perform the Participating Addendum, the State shall provide written notice to the Contractor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the Participating Addendum or (b) enforce the terms and conditions of the Participating Addendum.

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

5.6.4 **TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with 30 days' prior written notice to Contractor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Contractor.

5.6.4.1 The Contractor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.

5.7 **AVAILABILITY OF APPROPRIATION:** This Participating Addendum is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this Participating Addendum, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

5.8 **REPORTING:** Pursuant to Section 42 of Master Agreement AR2500, Contractor shall provide quarterly reports. Contractor shall provide Illinois specific quarterly usage reports until the expiration of the term. The reporting period and submission due date shall be on the following schedule:

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

5.9 **ELECTRONIC PROCUREMENT:**

- 5.9.1 The State of Illinois's eProcurement system, BidBuy, allows for the upload of multiple services and supplies. Contractor must complete and submit the file provided by the State within 30 days of receipt.
- 5.9.2 All Purchase Orders for agencies subject to the jurisdiction of the Chief Procurement Officer shall be made in the State's electronic procurement system unless an exception has been granted by the Chief Procurement Officer.
- 5.9.3 Contractor shall not accept any Purchase Order from an agency subject to the jurisdiction of the Chief Procurement Officer if the Purchase Order is not made in the State's electronic procurement system unless an exception has been granted by the Chief Procurement Officer.
- 5.9.4 Within 30 days of notification from the Chief Procurement Officer, Contractor shall not accept any Purchase Order from a governmental unit or qualified not-for-profit agency who is not subject to the jurisdiction of the Chief Procurement Officer unless the Purchase Order is made in the State's electronic procurement system.

5.10 STANDARD BUSINESS TERMS AND CONDITIONS

5.10.1 PAYMENT TERMS AND CONDITIONS:

- 5.10.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Contractor's sole remedy for late payments by the State. Payment terms contained on Contractor's invoices shall have no force and effect.
- 5.10.1.2 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this Participating Addendum by the Parties even if the effective date of the Participating Addendum is prior to execution.
- 5.10.1.3 Prevailing Wage: As a condition of receiving payment Contractor must (i) be in compliance with the Participating Addendum, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Contractor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).
- 5.10.1.4 Federal Funding: A purchase order may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the

percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the contract.

- 5.10.1.5 Invoicing: By submitting an invoice, Contractor certifies that the supplies or services provided meet all requirements of the Participating Addendum and Master Agreement AR 2472, and the amount billed and expenses incurred are as allowed in Master Agreement AR2472. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Contractor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
- 5.10.1.6 Contractor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Contractor may request the applicable Agency/University state tax exemption number and federal tax exemption information.
- 5.10.1.7 Contractor shall invoice at the completion of the purchase unless invoicing is tied in the purchase order to milestones, deliverables, or other invoicing requirements agreed to in the purchase order.
- 5.10.1.8 Vendor shall bill each governmental unit separately for its actual share of the costs of the personal property, supplies or services purchased. The credit or liability of each governmental unit shall remain separate and distinct. Disputes between vendors and governmental units shall be resolved between the affected parties.

5.10.2 ASSIGNMENT: This Participating Addendum may not be assigned, transferred in whole or in part by Contractor without the prior written consent of the State.

5.10.3 SUBCONTRACTING: For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the Participating Addendum. Contractor must receive prior written approval from the Primary Contact before use of any subcontractors in the performance of this Participating Addendum. Contractor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Contractor in the performance of this Participating Addendum, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this Participating Addendum. If required, Contractor shall provide a copy of any subcontracts within 15 days after execution of this Participating Addendum. All subcontracts must include the same certifications that Contractor must make as a condition of this Participating Addendum. Contractor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Participating Addendum, Contractor adds or changes any subcontractors, then Contractor must promptly notify, by written amendment to the Participating Addendum, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each

new or replaced subcontractor will receive pursuant to the Participating Addendum.

5.10.4 **AUDIT/RETENTION OF RECORDS:** Contractor and its subcontractors shall maintain books and records relating to the performance of the Participating Addendum or subcontract and necessary to support amounts charged to the State pursuant the Participating Addendum or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Contractor for a period of three years from the later of the date of final payment under the Participating Addendum or completion of the Participating Addendum, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay Participating Addendum or Purchase Order costs, the Contractor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Contractor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Contractor or subcontractors shall not impose a charge for audit or examination of the Contractor's books and records. 30 ILCS 500/20-65.

5.10.5 **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Contractor's performance of this Participating Addendum. Contractor shall continue to perform its obligations while any dispute concerning the Participating Addendum is being resolved unless otherwise directed by the State.

5.10.6 **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

5.10.7 **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the Participating Addendum without penalty if performance does not resume within 30 days of the declaration.

5.10.8 **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this Participating Addendum may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Participating Addendum. Contractor shall presume all information received from the State or to which it gains access pursuant to this Participating Addendum is confidential. Contractor information, unless clearly marked as confidential and exempt from disclosure

under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the Participating Addendum shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the Participating Addendum or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the Participating Addendum, in whatever form it is maintained, promptly at the end of the Participating Addendum, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

5.10.9 **SECURITY REQUIREMENT FOR INFORMATION AND SYSTEMS.** Contractor must ensure the following requirements are understood and allocate sufficient project time and resources to address the security requirements:

5.10.9.1 An information security risk assessment, data classification and system categorization process and the submission of a system security plan must be completed and submitted to the Department of Innovation & Technology, Division of Information Security prior to the commencement of system development or solution delivery activities. Vendor must participate with the risk assessment and data classification and system categorization process. The formal risk assessment, data classification and system categorization process will be administered by the Illinois Department of Innovation & Technology, Division of Information Security. Vendor program and project management personnel must ensure the coordination of these activities with State of Illinois program and project management personnel.

5.10.9.2 If not specifically addressed in other Vendor Information Technology Requirements, Vendor must adhere to State of Illinois and Illinois Department of Innovation & Technology technology and security Policies, Procedures, and Standards.

<https://www2.illinois.gov/sites/doit/support/policies/Pages/default.aspx>

5.10.9.3 Vendor must also adhere to a minimum security baseline as identified in the National Institute of Standards and Technology (NIST) Special Publication 800-53, Revision 4, Security and Privacy Controls for Federal Systems and Organizations.

<http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>. If not specifically addressed in other Vendor Information Technology Requirements, Vendors must assure the adoption of, at minimum, the low security control baselines. Exceptions to this requirement must be approved by the Illinois Department of Innovation & Technology, Division of Information Security.

5.10.9.4 Cloud solutions must adhere to recommendations of the Cloud Security Alliance. Vendors may find guidance and cross-referencing to the NIST 800-53, Revision 4 with the Cloud Security Alliance controls at <https://cloudsecurityalliance.org/download/cloud-controls-matrix-v3-0-1/>.

5.10.9.5 State and Federal laws, rules and regulations as well as industry-specific guidelines require specific and often enhanced security controls on information and systems. The State of Illinois is required to comply with the below laws, standards and regulations. Vendors must ensure compliance with the below as appropriate based upon the formal risk assessment to include a data classification and system categorization process.

- 5.10.9.5.1 Illinois Identity Protection Act (5 ILCS 179)
- 5.10.9.5.2 Illinois Personal Information Protection Act (815 ILCS 530)
- 5.10.9.5.3 The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99)
- 5.10.9.5.4 Federal Bureau of Investigations Criminal Justice Information Services (CJIS) Security Policy, version 5.5, issued June 26, 2016
- 5.10.9.5.5 Federal Centers for Medicare & Medicaid Services (CMS) MARS-E Document Suite, Version 2.0 Catalog of Minimum Acceptable Risk Security and Privacy Controls for Exchanges November 10, 2015.
- 5.10.9.5.6 Federal Centers for Medicare & Medicaid Services Information Security Acceptable Risk Safeguards (ARS) CMS Minimum Security Requirements Version 2.0 September 20, 2013.
- 5.10.9.5.7 Federal Internal Revenue Service (IRS) Publication 1075 Tax Information Security Guidelines for Federal, State and Local Agencies September 2016.
- 5.10.9.5.8 Federal Information Security Modernization Act of 2014 Amends the Federal Information Security Management Act of 2002 (FISMA).
- 5.10.9.5.9 Gramm-Leach-Bliley Act (GLB Act or GLBA), also known as the Financial Modernization Act of 1999.
- 5.10.9.5.10 Health Insurance Portability and Accountability Act (P.L. 104-191), August 1996.

5.10.9.5.11 National Institute of Standards and Technology (NIST) Special Publication 800-53 Revision 4 Security and Privacy Controls for Federal Information Systems and Organizations.

5.10.9.5.12 Payment Card Industry (PCI) Data Security Standard (DSS) Version 3.2.

5.10.9.6 Vendor must complete a business impact analysis (BIA) in compliance with guidelines of the Illinois Department of Innovation & Technology, Division of Information Security. Vendor must complete an Information System Contingency Plan and Critical Infrastructure Contingency Plan which addresses the contingency and recovery requirements identified as part of the BIA. Contingency and recovery plans must be approved by the Department of Innovation & Technology, Division of Information Security prior to any information system commencing production. Vendor must agree to an initial on-site inspection, and annual on-site inspections of disaster recovery facilities by the state or a third-party acquired by the state at the discretion of the state.

5.10.9.7 Vendor must agree and assist with the facilitation of authenticated information system vulnerability scans to be conducted by the state or a third-party acquired by the state at the discretion of the state. These vulnerability scans must be completed prior to information systems commencing production, and high-risk vulnerabilities must be addressed prior to systems going into production.

5.10.9.8 The State may require the submission of an appropriate Service Organization Controls Report dependent upon the data and business processes supported by the vendor provided system or services. <http://www.aicpa.org/Pages/default.aspxAICPA>

5.10.10 USE AND OWNERSHIP: All work performed or supplies created by Contractor under this Participating Addendum, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Contractor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Contractor may have to such work including any so-called "moral rights" in connection with the work. Contractor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this Participating Addendum.

5.10.11 INDEMNIFICATION AND LIABILITY: The Contractor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys'

fees and expenses, arising out of: (a) any breach or violation by Contractor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Contractor's negligent performance; (c) any act, activity or omission of Contractor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under the contract infringing, misappropriating, or otherwise violating any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. Neither Party shall be liable for incidental, special, consequential or punitive damages.

- 5.10.12 INSURANCE: Contractor shall, at all times during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days' notice has been provided to the State. Contractor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Contractor's obligation to indemnify, defend, or settle any claims.
- 5.10.13 INDEPENDENT CONTRACTOR: Contractor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
- 5.10.14 SOLICITATION AND EMPLOYMENT: Contractor shall not employ any person employed by the State during the term of this Participating Addendum to perform any work under this Participating Addendum. Contractor shall give notice immediately to the Agency's director if Contractor solicits or intends to solicit State employees to perform any work under this Participating Addendum.
- 5.10.15 COMPLIANCE WITH THE LAW: The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this Participating Addendum. Contractor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Contractor shall obtain at its own expense, all licenses and permissions necessary for the performance of this Participating Addendum.
- 5.10.16 BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Contractor's and subcontractor's officers, employees or agents who perform on-site services. Contractor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
- 5.10.17 APPLICABLE LAW: This Participating Addendum shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The

Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this Participating Addendum must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any Participating Addendum dispute. The State of Illinois does not waive sovereign immunity by entering into this Participating Addendum. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

- 5.10.18 **ANTI-TRUST ASSIGNMENT:** If Contractor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the Participating Addendum, then upon request of the Illinois Attorney General, Contractor shall assign to the State rights, title and interest in and to the claim or cause of action.
- 5.10.19 **CONTRACTUAL AUTHORITY:** When the Chief Procurement Officer signs a Participating Addendum on behalf of the State of Illinois, governmental units or and qualified not-for-profit agency, only the Agency, governmental unit or qualified not-for-profit agency or qualified not-for-profit agency that places an order with the Contractor shall have any liability to Contractor for that order.
- 5.10.20 **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the Participating Addendum using the Participating Addendum information following the signatures in the Participating Addendum or Purchase Order. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
- 5.10.21 **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Participating Addendum officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Contractor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 5.10.22 **PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Contractor shall meet to discuss performance or provide Participating Addendum performance updates to help ensure proper performance of the Participating Addendum. The State may consider Contractor's performance under this Participating Addendum and compliance with law and rule to determine whether to continue the Participating Addendum, suspend Contractor from doing future business with the State for a specified period of time, or to determine whether Contractor can be considered responsible on specific future contract opportunities.

5.10.23 **FREEDOM OF INFORMATION ACT:** This Participating Addendum and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) notwithstanding any provision to the contrary that may be found in this Participating Addendum or Master Agreement AR2472.

5.10.24 **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

5.10.25 **WARRANTIES FOR SUPPLIES AND SERVICES:**

5.10.25.1 Contractor warrants that the supplies furnished under this Participating Addendum will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Contractor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Contractor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

5.10.25.2 Contractor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

5.10.25.3 Contractor warrants that all services will be performed to meet the requirements of the Participating Addendum in an efficient and effective manner by trained and competent personnel. Contractor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the Participating Addendum, who is disruptive or not respectful of others in the workplace, or who in any way violates the Participating Addendum or State policies.

5.10.26 **REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Contractor shall immediately notify the State of any event that may have a material impact on Contractor's ability to perform the Participating Addendum.

5.10.27 **EMPLOYMENT TAX CREDIT:** Contractors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact

the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

6. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.
7. Software Licensing: Software subscription terms and software license terms and conditions shall be mutually agreed upon in writing by Contractor and the Chief Procurement Officer prior to use by executive branch governmental units.

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

| | |
|--|--|
| Participating Entity/ Procuring Agency: State of Illinois Chief Procurement Officer for General Services | Contractor: Carahsoft Technology Corporation |
| Street Address: 401 S. Spring Street, Room 712 Springfield, Illinois 62706 | Street Address: 1860 Michael Faraday Drive, Suite 100 Reston, VA 20190 |
| City, State ZIP: Springfield, IL 62706 | City, State ZIP: Reston, VA 20190 |
| Signature: | Signature: Signature on File |
| Name: Ellen H. Daley | Name: Kristina Smith |
| Title: Chief Procurement Officer for General Services | Title: Contracts Manager |
| Date: | Date: |

AGENCY USE ONLY**NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: 16NVP1
- Project Title: Cloud Solutions Cooperative Purchasing
- Contract #:
- Procurement Method (IFB, RFP, Small Purchase, etc.): RFP
- IPB Reference #: 22037768
- IPB Publication Date: 1/19/16
- Award Code: M(30 ILCS 525/3)
- Subcontractor Utilization? Yes No Subcontractor Disclosure? Yes No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? Yes No Percentage:
- Minority Owned Business? Yes No Percentage:
- Female Owned Business? Yes No Percentage:
- Persons with Disabilities Owned Business? Yes No Percentage:
- Veteran Owned Small Business? Yes No Percentage:
- Other Preferences?



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: | 56261881 |
| COMPANY NAME: | Carahsoft Technology Corp |
| CONTACT PERSON: | Sean Hiebert |
| CONTACT EMAIL: | sales@carahsoft.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:

[Ethics | DuPage Co. IL](#)

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

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

Section IV: Certification

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

Signature on File

Printed Name: Sean Hiebert

Signature: _____

Title: Partner Alliance Manager

Date: 12/23/25



Care Center Requisition \$30,000 and Over

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

File #: HS-P-0002-26

Agenda Date: 1/6/2026

Agenda #: 7.A.

AWARDING RESOLUTION ISSUED TO
CDW GOVERNMENT LLC
TO PROVIDE COMPUTER HARDWARE, PERIPHERALS, SOFTWARE
AND LICENSING AS NEEDED
FOR THE DUPAGE CARE CENTER
(CONTRACT TOTAL AMOUNT \$55,000.00)

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 computer hardware, peripherals, software and licensing as needed; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and City of Mesa, the County of DuPage will contract with CDW Government LLC; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to CDW Government LLC, for computer hardware, peripherals, software and licensing as needed, for the period of January 14, 2026 through January 13, 2027, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for CDW Government LLC, for the period of January 14, 2026 through January 13, 2027, for the DuPage Care Center, be, and it is hereby approved for issuance of a contract by the Procurement Division to CDW Government LLC, 75 Remittance Drive, Chicago, Illinois 60675-1515, for a contract total amount not to exceed \$55,000.00, per contract pursuant to the City of Mesa Contract 2024056-1.

Enacted and approved 13th day of January, 2026 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

| SECTION 1: DESCRIPTION | | | |
|--|---|---|--|
| <i>General Tracking</i> | | <i>Contract Terms</i> | |
| FILE ID#: 26-0098 | RFP, BID, QUOTE OR RENEWAL #: | INITIAL TERM WITH RENEWALS: OTHER | INITIAL TERM TOTAL COST: \$55,000.00 |
| COMMITTEE: HUMAN SERVICES | TARGET COMMITTEE DATE: 01/06/2026 | PROMPT FOR RENEWAL: 3 MONTHS | CONTRACT TOTAL COST WITH ALL RENEWALS: \$55,000.00 |
| | CURRENT TERM TOTAL COST: \$55,000.00 | MAX LENGTH WITH ALL RENEWALS: ONE YEAR | CURRENT TERM PERIOD: INITIAL TERM |
| <i>Vendor Information</i> | | <i>Department Information</i> | |
| VENDOR: CDW Government LLC | VENDOR #: 10667 | DEPT: DuPage Care Center | DEPT CONTACT NAME: Christine Kliebhan |
| VENDOR CONTACT: Thomas Sanders | VENDOR CONTACT PHONE: | DEPT CONTACT PHONE #: 630-784-4208 | DEPT CONTACT EMAIL: christine.kliebhan@dupagecounty.gov |
| VENDOR CONTACT EMAIL: thomas.sanders@cdwg.com | VENDOR WEBSITE: | DEPT REQ #: 7551 | |
| <i>Overview</i> | | | |
| DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Contract purchase order to furnish computer hardware, peripherals, software and licensing as needed, covering the period January 14, 2026 through January 13, 2027, for a contract not to exceed \$55,000.00, per City of Mesa Contract #2024056-1. | | | |
| JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Miscellaneous computer parts and supplies are required to fix and replace items for routine daily tasks throughout the DuPage Care Center. | | | |

| 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. CDW-G holds the City of Mesa Contract which allows the County to procure parts and supplies at a discount off list price. |
| 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 Recommendation for a contract to CDW-G to purchase miscellaneous computer supplies through the City of Mesa Contract. It is recommended because it gives the DuPage Care Center the flexibility to obtain computer supplies and items in a timely manner to maintain daily work functions and operations. #2. Do not approve contract and purchase items off contract. Not recommended due to the yearly anticipated spend with CDW-G for miscellaneous computer parts and supplies. #3 D not approve contract at this time and look for a different cooperative agreement for computer parts and supplies. Not recommended due to the pricing options and availability of parts through CDW-G's network of suppliers. |

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

| Send Purchase Order To: | | Send Invoices To: | |
|---------------------------------------|-----------------------------------|---|---|
| Vendor: CDW LLC dba CDW Government | Vendor#: `0667 | Dept: DuPage Care Center | Division: Administration |
| Attn: Thomas Sanders | Email: thomas.sanders@cdwg.com | Attn: Christine Kliebhan | Email: christine.kliebhan@dupagecounty.gov |
| Address: 75 remittance Drive | City: Chicago | Address: 400 N. County Farm Road | City: Wheaton |
| State: IL | Zip: 60675-1515 | State: IL | Zip: 60187 |
| Phone: 866-339-7925 | Fax: | Phone: 630-784-4208 | Fax: |
| Send Payments To: | | Ship to: | |
| Vendor: Same as above | Vendor#: Same as above | Dept: Same as above | Division: Same as above |
| Attn: | Email: | Attn: | Email: christine.kliebhan@dupagecounty.gov |
| Address: | City: | Address: 400 N. County Farm Road | City: Wheaton |
| State: | Zip: | State: IL | Zip: 60187 |
| Phone: | Fax: | Phone: 630-784-4208 | Fax: |
| Shipping | | Contract Dates | |
| Payment Terms: PER 50 ILCS 505/1 | FOB: Destination | Contract Start Date (PO25): January 14, 2026 | Contract End Date (PO25): January 13, 2027 |

| Purchase Requisition Line Details | | | | | | | | | | | |
|-----------------------------------|-----|-----|----------------------------|--|------|---------|------|-----------|-----------------------------|------------|-----------|
| LN | Qty | UOM | Item Detail (Product #) | Description | FY | Company | AU | Acct Code | Sub-Accts/ Activity Code | Unit Price | Extension |
| 1 | 1 | EA | | Computer hardware, peripherals, software and licensing as needed | FY26 | 1200 | 2000 | 52100 | | 50,000.00 | 50,000.00 |
| 2 | 1 | EA | | Computer hardware, peripherals, software and licensing as needed | FY27 | 1200 | 2000 | 52100 | | 5,000.00 | 5,000.00 |
| 3 | | EA | | | | | | | | | 0.00 |
| 4 | | EA | | | | | | | | | 0.00 |

FY is required, ensure the correct FY is selected.

Requisition Total \$ 55,000.00

| Comments | |
|----------------------|--|
| HEADER COMMENTS | Provide comments for P020 and P025. Contract purchase order to furnish computer hardware, peripherals, software and licensing as needed, covering the period January 14, 2026 through January 13, 2027, for a contract not to exceed \$55,000.00, per City of Mesa Contract #2024056-1. |
| SPECIAL INSTRUCTIONS | Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. January 6, 2027 Human Services January 13, 2026 County Board |
| 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. |

City of Mesa
Contract # 2024056-01
for
Information Technology Solutions Products and Services
with
CDW Government LLC

Effective: July 2, 2024

The following documents comprise the executed contract between the City of Mesa, and CDW Government effective July 2, 2024:

- I. City of Mesa/CDW-G Signed Contract
- II. Supplier's Response to the RFP, incorporated by reference
 - a. OMNIA Partners



AGREEMENT PURSUANT TO SOLICITATION

CITY OF MESA AGREEMENT NUMBER 2024056
INFORMATION TECHNOLOGY SOLUTIONS PRODUCTS AND SERVICES

CITY OF MESA, Arizona ("City")

| | |
|------------------|--|
| Department Name | City of Mesa – Purchasing Division |
| Mailing Address | P.O. Box 1466 Mesa, AZ 85211-1466 |
| Delivery Address | 20 East Main St, Suite 450 Mesa, AZ 85201 |
| Attention | Ted Stallings Procurement Officer II |
| E-Mail | Ted.Stallings@MesaAZ.org |
| Phone | (480) 644-2815 |

With a copy to: City of Mesa – Department of Innovation and Technology
Attn: Suzanne Alberts

AND

CDW GOVERNMENT, LLC, ("Contractor")

| | |
|------------------|--|
| Mailing Address | 230 North Milwaukee Avenue Vernon Hills, IL 60061 |
| Remit to Address | 75 Remittance Drive, Suite 1515 Chicago, IL 60675 |
| Attention | Emily Nye |
| E-Mail | emily.nye@cdwg.com |
| Phone | 973-714-0711 |
| Attention | Chris Andreson |
| E-Mail | chrande@cdwg.com |
| Phone | 847-371-7149 |

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to Solicitation ("Agreement") is entered into this 5th day of July, 2024, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and CompanyName, a(n) State corporation/company/natural person ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

- A. The City issued Solicitation number 2024056 ("Solicitation") for **INFORMATION TECHNOLOGY SOLUTIONS PRODUCTS AND SERVICES**, to which Contractor provided a response ("Response"); and.
- B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term.** This Agreement is for a term beginning on July 2, 2024 and ending on July 1, 2028. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
 - 1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of six (6) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term.
 - 1.2 **Extension for Procurement Processes.** Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a Contractor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days before the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.3 **Delivery.** Delivery shall be made to the location(s) contained in the Scope of Work within thirty (30) days after receipt of an order. Title to Products and risk of loss or damage during shipment pass from Contractor to City upon delivery to the destination specified on the applicable purchase order (F.O.B. Destination, freight prepaid and allowed). Contractor agrees to deliver all products to be delivered F.O.B. destination, freight pre-paid and allowed to various locations throughout the City. In many cases within the City, the Contractor may be asked to deliver all products to the front counter within a given department. For special orders, the Parties agree to negotiate in good faith an alternative delivery date when necessary. Notwithstanding the foregoing, title to software will remain with the applicable licensor(s), and the City's rights therein are contained in the license agreement between such licensor(s) and the City.
2. **Scope of Work.** The Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA

By: 

Edward Quedens
Printed Name

Business Services Director
Title

7/8/24 09:01 MST
Date

CDW GOVERNMENT, LLC

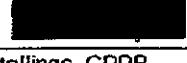
By: 

Dario Bertocchi
Printed Name

Vice President, Contracting Operations
Title

July 5, 2024
Date

REVIEWED BY:

By: 
Ted Stallings, CPPB
Procurement Officer II



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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

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

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

Yes
 No

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

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

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

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

Yes

No

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

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

Section III: Violations

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

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

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

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

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

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

Section IV: Certification

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

Printed Name: Jeff Hagen

Signature: 

Title: Manager, Vetting

Date: 12/17/2025