



DU PAGE COUNTY

Technology Committee

Final Regular Meeting Agenda

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

Tuesday, October 1, 2024

11:00 AM

Room 3500B

1. CALL TO ORDER
2. ROLL CALL
3. CHAIRWOMAN'S REMARKS - CHAIR YOO
4. PUBLIC COMMENT
5. APPROVAL OF MINUTES

5.A. [24-2599](#)

Approval of Minutes for the Technology Committee - Regular Meeting - Tuesday, September 3, 2024

6. PROCUREMENT REQUISITIONS

6.A. [TE-P-0015-24](#)

Recommendation for the approval of a contract purchase order to SHI International Corp, for the procurement of laptops, docks, and monitors, for Information Technology, for the period of October 8, 2024 through November 30, 2024, for a contract total amount of \$229,123, per Cooperative Purchasing Agreement Pricing, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act" - Sourcewell Contract #121923-SHI.

6.B. [TE-P-0016-24](#)

Recommendation for the approval of a contract purchase order to Infor (US) Inc., for ERP software maintenance and support, for Information Technology, for the period of November 13, 2024 through November 30, 2025, for a contract total amount of \$247,856.83. Per 55 ILCS 5/5-1022(c) not suitable for competitive bids. (Sole Source - this is proprietary software that must be maintained by the vendor, Infor (US) Inc.)

6.C. [24-2319](#)

Recommendation for the approval of a contract purchase order to Emphasys Computer Solutions, for the annual maintenance and support of Sympro Treasury Management software for the Treasurer's Office, paid for by Information Technology, for the period of December 1, 2024 through November 30, 2025, for a contract total amount of \$29,049.79. Exempt from bidding per 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under \$35,000.

6.D. [24-2533](#)

Recommendation for the approval of a contract purchase order to Granicus LLC, for an annual subscription to the GovDelivery software platform used by the County Board to send out the County's e-newsletters, paid for by Information Technology, for the period of October 26, 2024 to October 25, 2025, for Information Technology, for a contract total amount of \$29,900.09. Exempt from bidding per 55 ILCS 5/5-1022 "Competitive Bids" (d) IT/Telecom purchases under \$35,000.00.

7. INFORMATIONAL ITEMS7.A. [JPS-P-0028-24](#)

Recommendation for the approval of a contract purchase order to AT&T Mobility, to provide wireless service, for the Sheriff's Office, for the period of August 15, 2024 to July 24, 2027, for a contract total not to exceed \$404,000, per NASPO Master Agreement #MA149. (Sheriff's Office)

7.B. [JPS-P-0029-24](#)

Recommendation for the approval of a contract purchase order to AT&T, to provide wired service, for the Sheriff's Office, for the period of September 1, 2024 to February 16, 2026, for a contract total not to exceed \$292,200, per lowest responsible bid #21-104-IT. (Sheriff's Office)

7.C. [JPS-P-0030-24](#)

Recommendation for the approval of a contract purchase order to Comcast Business, to provide ethernet service, for the Sheriff's Office, for the period of September 1, 2024 to March 31, 2027, for a contract total not to exceed \$162,240, per lowest responsible bid #21-104-IT. (Sheriff's Office)

7.D. [JPS-P-0027-24](#)

Recommendation for the approval of a contract purchase order to Verizon Wireless, to provide FirstNet service for tablets, for the Sheriff's Office, for the period of August 15, 2024 to October 2, 2025, for a contract total not to exceed \$98,000; per Joint Purchase Master Contract #CMS793372P. (Sheriff's Office)

7.E. [JPS-P-0026-24](#)

Recommendation for the approval of a contract purchase order to Real Time Networks, Inc., for the purchase of an AssetTracer Locker Management System, for the Sheriff's Office, for the period of October 9, 2024 through October 8, 2025, for a contract total not to exceed \$93,524. Per Quote #21354646324 / Sourcewell Contract #110923-DBM. (Sheriff's Office)

7.F. [HS-CO-0002-24](#)

Amendment to County contract 7187-0001 SERV, issued to Carahsoft Technology Corporation, to increase encumbrance in the amount of \$2,630.90, for the addition of five user licenses, resulting in an amended contract total not to exceed \$29,050.90, an increase of 9.96%. (Community Services)

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



Minutes

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

File #: 24-2599

Agenda Date: 10/1/2024

Agenda #: 5.A.



DU PAGE COUNTY

Technology Committee

Final Summary

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

Tuesday, September 3, 2024

11:00 AM

Room 3500B

1. CALL TO ORDER

11:00 AM meeting was called to order by Vice-Chair Eckhoff at 11:04 AM.

MOTION TO ALLOW REMOTE PARTICIPATION

Member Rutledge moved, seconded by Member Gustin, to allow remote participation. All ayes. Motion carried.

2. ROLL CALL

PRESENT	Berlin, Cronin Cahill, Eckhoff, Galassi, Gustin, Henry, Kaczmarek, Rutledge, and White
ABSENT	Carrier, and Jorgensen
REMOTE	Yoo

3. CHAIRWOMAN'S REMARKS - CHAIR YOO

No remarks were offered.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [24-2326](#)

Approval of Minutes for the Technology Committee - Regular Meeting - Tuesday, August 20, 2024

Attachments: [2024-08-20 Technology Minutes \(Summary\)](#)

RESULT:	APPROVED
MOVER:	Robert Berlin
SECONDER:	Grant Eckhoff

6. PROCUREMENT REQUISITIONS

6.A. [24-2293](#)

Recommendation for the approval of a contract purchase order to SHI International Corp, for the procurement of Absorb Software Inc. annual hosting with premium support, for Information Technology, for the period of September 14, 2024 through September 13, 2025, for a contract total amount of \$25,980; in compliance with 30 ILCS 525/2

"Governmental Joint Purchasing Act" - Omnia Partners - IT Solutions Contract #2018011-02.

Attachments: [SHI \(Absorb Software Hosting & Support\) - PRCC](#)
[SHI \(Absorb Software Hosting & Support\) - Quote #25014148](#)
[SHI \(Absorb Software Hosting & Support\) - Omnia Contract #2018011-02](#)
[SHI \(Absorb Software Hosting & Support\) - Omnia Contract #2018011-02 Amendment #6](#)
[SHI \(Absorb Software Hosting & Support\) - VED](#)

RESULT:	APPROVED
MOVER:	Gwen Henry
SECONDER:	Sheila Rutledge

7. IT PROJECT UPDATES

Mr. McPhearson provided the committee with an IT Project Update, as attached hereto.

Mr. McPhearson discussed the Dayforce ERP implementation, noting that the go-live date is currently tentative. Mr. Kottmeyer said the implementation must be completed by the quarter. He said he is pushing for the second quarter of 2025 due to timing of necessary training and the release of W2s. Deputy County Clerk Johnson asked the likelihood of the go-live happening October 1st, to which Mr. Kottmeyer responded it will definitely not happen by October 1st.

Member Henry asked who is involved with the FOIA request tool project. Mr. McPhearson responded that Mr. Kottmeyer, ASA Conor McCarthy, and other leadership are involved. Mr. Kottmeyer said leadership is holding a meeting internally to research funding and to discuss if an annual fee is worthwhile or if the current manual process is sufficient.

Chairwoman Yoo said McHenry County reached out to her stating they had started their AI guidelines and are using NACo's as a starting point, and she wonders if we can look at both to see what they are doing. She also said she was at the DuMAT cybersecurity meeting, which she feels is a great start to our cybersecurity task force. She said she thinks DuMAT will become very important over time, as it is only a matter of time before another attack will occur with one of our partner agencies. Mr. McPhearson said staff has looked at quite a few AI policies, including San Jose, which is one of the best available, but they will also take a look at those from McHenry County and NACo.

[24-2327](#)

IT Project Updates

Attachments: [DuPage County Tech Committee Project Updates 9-03-24](#)

8. OLD BUSINESS

Member Galassi said it is great to see departments coming in under budget and she congratulated

Mr. McPhearson on that. However, she said the IT surplus seems to be getting larger each year, which means staff is doing a great job being efficient, but the County is dealing with a shortage in the budget and is trying to tighten up budgets. She asked if staff would provide year-to-date 2024 actuals and how it compares to the budgeted amount so we can see if the trend is continuing with the surplus. Mr. McPhearson said he shared a memo that highlights the actual numbers from FY2023 and yes, he will share the FY2024 actual numbers with members. Mr. Burnson said he will work with managers on the forecast for the remainder of the year and get those numbers out. Mr. McPhearson also noted that some of the amounts are ARPA-related while others are related to personnel and open positions.

Member Cahill discussed the \$1.8 million in prepaid credits. Mr. McPhearson said those were added after the previous year's budget was closed and was handled by Finance. He and Mr. Burnson explained that it has been a process with the accounting changes Finance has been implementing.

9. NEW BUSINESS

No new business was discussed.

10. ADJOURNMENT

With no further business, the meeting was adjourned.



Technology Requisition \$30,000 and Over

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

File #: TE-P-0015-24

Agenda Date: 10/1/2024

Agenda #: 6.A.

AWARDING RESOLUTION ISSUED TO
SHI INTERNATIONAL CORPORATION
FOR THE PROCUREMENT OF
LAPTOPS, DOCKS, AND MONITORS
FOR INFORMATION TECHNOLOGY AND PROBATION
(CONTRACT TOTAL AMOUNT \$229,123.00)

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 the procurement of laptops, docks, and monitors; and

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

WHEREAS the Technology Committee recommends County Board approval for the issuance of a contract to SHI International Corp, for the procurement of laptops, docks, and monitors, for the period of October 8, 2024 through November 30, 2024, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for the procurement of laptops, docks, and monitors, for the period of October 8, 2024 through November 30, 2024 for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to SHI International Corp, 290 Davidson Avenue, Somerset, New Jersey 08873, for a contract total amount not to exceed \$229,123.00, per contract pursuant to the Sourcewell Contract #121923-SHI.

Enacted and approved this 8th day of October, 2024, at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 24-2546	RFP, BID, QUOTE OR RENEWAL #: Quotation #25317013	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$229,123.00
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 10/01/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$229,123.00
	CURRENT TERM TOTAL COST: \$229,123.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: SHI International Corp	VENDOR #: 14389	DEPT: Information Technology	DEPT CONTACT NAME: Shanita Thompson
VENDOR CONTACT: Mark Brum	VENDOR CONTACT PHONE: 732-652-4760	DEPT CONTACT PHONE #: 630-407-5023	DEPT CONTACT EMAIL: Shanita.Thompson@dupagecounty.gov
VENDOR CONTACT EMAIL: mark_brum@shi.com	VENDOR WEBSITE: shi.com	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Purchase laptops, docks, and monitors to replace current equipment that is reaching end of life. Equipment purchased off of coop agreement Sourcewell- Technology Products & Solutions Contract #: 121923-SHI. Total cost \$229,123.00.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Replacement of older laptops, docks and monitors to improve performance and remove outdated, failing equipment for across County Departments. Many items have become out of warranty and have become harder to maintain.			

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. Cooperative Contracts (Sourcewell - Technology Products & Solutions Contract #121923). SHI honored the same pricing from previous purchase. Equipment is identical to what was ordered previously.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). Staff recommends approving purchase to avoid issues with equipment reaching end of life.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: SHI International Corp	Vendor#: 14389	Dept: Information Technology	Division:
Attn: Mark Brum	Email: mark_brum@shi.com	Attn: Sarah Godzicki	Email: ITAP@dupagecounty.gov
Address: 290 Davidson Avenue	City: Somerset	Address: 421 N. County Farm Road	City: Wheaton
State: NJ	Zip: 08873	State: Illinois	Zip: 60187
Phone: 888-744-4084	Fax:	Phone: 630-407-5037	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SHI International Corp.	Vendor#: 14389	Dept: Information Technology	Division:
Attn:	Email:	Attn: Shanita Thompson	Email: Shanita.Thompson@dupagecounty.gov
Address: P.O. Box 952121	City: Dallas	Address: 421 N. County Farm Road	City: Wheaton
State: TX	Zip: 75395-2121	State: Illinois	Zip: 60187
Phone:	Fax:	Phone: 630-407-5023	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Oct 8, 2024	Contract End Date (PO25): Nov 30, 2024

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	150	EA	HP, Inc. - Part#: A14SKUT#ABA	HP EliteBook 860 G11 Notebook - Wolf Pro Security - Intel Core Ultra 7 - 165U / up to 4.9 GHz - vPro - Win 11 Pro - Intel Graphics - 16 GB RAM - 512 GB SSD NVMe, TLC - 16" IPS 1920 x 1200 - IEEE 802.11b, IEEE 802.11a, IEEE 802.11g, IEEE 802.11n, IEEE 802	FY24	1000	1110	52100		1,128.25	169,237.50
2	150	EA	HP, Inc. - Part#: U85XBE	Electronic HP Care Pack Premium+ Onsite Support with Telemetry - Extended service agreement - parts and labor - 3 years - on-site - 9x5 - response time: NBD - for Elite x360; EliteBook 1040 G11, 83X G11, 845 G7, 84X G11, 86X G11	FY24	1000	1110	52100		72.92	10,938.00
3	200	EA	Acer - Part#: UM.QB7AA.E02	Acer Vero B247Y Ebmiplx	FY24	1000	1110	52100		150.59	30,118.00
4	150	EA	HP, Inc. - Part#: 5TW10AA#ABA	HP USB-C Dock G5 U.S. - English localization - Windows 10; Windows 11; macOS; Chrome OS - One-year limited warranty.	FY24	1000	1110	52100		125.53	18,829.50
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 229,123.00

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 and correspondences to Sarah Godzicki and Shanita Thompson.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



Pricing Proposal
Quotation #: 25317013
Created On: Sep-17-2024
Valid Until: Oct-11-2024

IL-County of DuPage

Shanita Thompson

Phone: 6304075023
Fax:
Email: shanita.thompson@dupagecounty.gov

Inside Account Manager

Mark Brum

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

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 HP EliteBook 860 G11 Notebook - Wolf Pro Security - Intel Core Ultra 7 - 165U / up to 4.9 GHz - vPro - Win 11 Pro - Intel Graphics - 16 GB RAM - 512 GB SSD NVMe, TLC - 16" IPS 1920 x 1200 - IEEE 802.11b, IEEE 802.11a, IEEE 802.11g, IEEE 802.11n, IEEE 802.11ac - Part#: A14SKUT#ABA Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: In stock	150	\$1,128.25	\$169,237.50
2 Electronic HP Care Pack Premium+ Onsite Support with Telemetry - Extended service agreement - parts and labor - 3 years - on-site - 9x5 - response time: NBD - for Elite x360; EliteBook 1040 G11, 83X G11, 845 G7, 84X G11, 86X G11 HP, Inc. - Part#: U85XBE Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI	150	\$72.92	\$10,938.00
3 HP USB-C Dock G5 U.S. - English localization - Windows 10; Windows 11; macOS; Chrome OS - One-year limited warranty. HP, Inc. - Part#: 5TW10AA#ABA Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: In stock	150	\$125.53	\$18,829.50
4 Acer Vero B247Y Ebmpirzx - B7 Series - LED monitor - 23.8" - 1920 x 1080 Full HD (1080p) @ 75 Hz - VA - 250 cd/m - 4 ms - HDMI, VGA, DisplayPort - speakers - black Acer - Part#: UM.QB7AA.E02 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: In stock	200	\$150.59	\$30,118.00
Total			\$229,123.00

Additional Comments

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

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

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

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



Required Vendor Ethics Disclosure Statement

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

Date: 08/22/2024

Bid/Contract/PO #: _____

Company Name: SHI International Corp	Company Contact: David Broaden
Contact Phone: N/A	Contact Email: davi_d_broaden@shi.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

Signature on File

Printed Name

Pamela Wilkinson

Title

Sr. Contracts Administrator

Date

Aug 22, 2024

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)



Technology Requisition \$30,000 and Over

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

File #: TE-P-0016-24

Agenda Date: 10/1/2024

Agenda #: 6.B.

AWARDING RESOLUTION ISSUED TO
INFOR (US) INC.
FOR ERP SOFTWARE MAINTENANCE AND SUPPORT
FOR INFORMATION TECHNOLOGY
(CONTRACT TOTAL NOT TO EXCEED \$247,856.83)

WHEREAS, a sole source quotation has been obtained in accordance with 55 ILCS 5/5-1022 and County Board policy; and

WHEREAS, the County is authorized to enter into a Sole Source Agreement pursuant to Section 2-350 of the DuPage County Procurement Ordinance; and

WHEREAS, based upon supporting documentation provided by the using Department, the Chief Procurement Officer has determined that it is not feasible to secure bids or that there is only one source for the required goods or services, and/or has determined that it is in the best interests of the County to consider only one supplier who has previous expertise relative to the subject procurement; and

WHEREAS, in accordance with the Chief Procurement Officer's determination, the Technology Committee recommends County Board approval for the issuance of a contract to Infor (US) Inc., for annual ERP software maintenance and support, for the period of November 13, 2024 through November 30, 2025, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for annual ERP software maintenance and support, for the period of November 13, 2024 through November 30, 2025 for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Infor (US) Inc., NW 7418, PO Box 1450, Minneapolis, MN 55485-7418, for a contract total amount not to exceed \$247,856.83. Pursuant to 55 ILCS 5/5-1022 (c) not suitable for competitive bids. (Sole provider - this is proprietary software that must be maintained by the vendor, Infor (US) Inc.)

Enacted and approved this 8th day of October, 2024, at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 24-2549	RFP, BID, QUOTE OR RENEWAL #: Invoice #P-546505-US0AB	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$247,856.83
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 10/01/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$247,856.83
	CURRENT TERM TOTAL COST: \$247,856.83	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Infor (US) Inc.	VENDOR #: 13553	DEPT: Information Technology	DEPT CONTACT NAME: Richard Burnson
VENDOR CONTACT: Shawwna Wagner	VENDOR CONTACT PHONE: 612-770-4443	DEPT CONTACT PHONE #: 630-407-5064	DEPT CONTACT EMAIL: Richard.Burnson@dupagecounty.gov
VENDOR CONTACT EMAIL: Shawwna.Wagner@infor.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Annual maintenance and support services for Infor ERP software for a total contract amount of \$247,856.83, exempt from bidding per DuPage County Purchasing Ordinance, Article 4-102(5) - Sole Source - this is proprietary software that must be maintained by the vendor, Infor (US) Inc.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Maintenance is required to ensure our ERP system functions properly.			

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. SOLE SOURCE PER DUPAGE ORDINANCE, SECTION 2-350 (MUST FILL OUT SECTION 4)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOFTWARE MANUFACTURER AND SOLE MAINTENANCE/UPDATE PROVIDER
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. This is proprietary software that must be maintained by the vendor.
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. This is proprietary software that must be maintained by the vendor.
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. This is proprietary software that must be maintained by the vendor.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Infor (US) Inc.	Vendor#: 13553	Dept: Information Technology	Division:
Attn: Shawwna Wagner	Email: Shawwna.Wagner@infor.com	Attn: Sarah Godzicki	Email: ITAP@dupagecounty.gov
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone: 612-770-4443	Fax:	Phone: 630-407-5037	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor:	Vendor#: 13553	Dept: Information Technology	Division:
Attn:	Email:	Attn: Richard Burnson	Email: Richard.Burnson@dupagecounty.gov
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5064	Fax:
<i>Shipping</i>		<i>Contract Dates</i>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 13, 2024	Contract End Date (PO25): Nov 30, 2025

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 Software Maintenance and Support for Infor ERP Software	FY24	1000	1110	53807		247,856.83	247,856.83
FY is required, ensure the correct FY is selected.										Requisition Total	\$ 247,856.83

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 and Richard Burnson and copy both when emailing PO to vendor. **Please make First Invoice Allowed Date 09/18/2024.**
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.



Renewal Form

Opportunity ID: [OP-07005243](#)

Infor Entity ("Infor"):
Customer ("Customer" or "Licensee"):

Infor (US), LLC
County of DuPage

This Renewal Form (the "Renewal Form") is for a renewal of Support for the Software specified herein previously ordered pursuant to certain order forms between the parties (the "Order Form(s)") under the applicable on-premises license and support agreements between Infor and Customer (collectively, the "Agreement"). All applicable terms of the Agreement are incorporated herein by reference. In the event of a conflict, the terms of this Renewal Form control over the terms of the Agreement. Capitalized terms not defined in this Renewal Form are defined in the Agreement. In the event the capitalized terms in this Renewal Form differ from the terminology used in the Agreement, the parties shall apply terms logically.

Effective Date: The date of countersignature by Infor

THE PARTIES have executed this Renewal Form through the signatures of their respective authorized representatives.

For: Infor (US), LLC

For: County of DuPage

(Infor)

(Customer or Licensee)

Signature

Signature

Typed or Printed Name

Typed or Printed Name

Title

Title

Signature Date

Signature Date



Modification of Annual Renewal Term

Customer: County of DuPage
GL ID: US0AB
Customer Account ID: 100011670

The parties agree as follows:

- I. The current annual Renewal Term for the Software set out in Exhibit A is November 13, 2023 through November 12, 2024. Customer shall pay a pro-rata portion of the applicable annual fee for the Modified Renewal Term starting on **November 13, 2024** and ending on **November 30, 2025** ("Modified Renewal Term") as specified below. Following the Modified Renewal Term, the new annual Renewal Term shall commence on December 1, 2025 and renew annually thereafter in accordance with the Agreement.

II. Pro-Rata Fee for Portion of Modified Renewal Term

Pro-rata Fee (before applicable taxes):

\$247,856.83

Currency: USD

III. Payment Terms

Customer shall pay the Pro-rata Fee, plus applicable taxes, upon execution of this Renewal Form.

Invoice Address
County of DuPage 421 North County Farm Road Wheaton, IL 60187
Sarah Godzicki Administrative Assistant 630-407-5037 Sarah.Godzicki@dupagecounty.gov

IV. Additional Terms

1. Unless excluded by applicable law, Infor reserves the right to issue invoices electronically.
2. Use Restriction definitions if specified in the Use Restriction field can be found at <https://licensedefinitions.infor.com/>.
3. This Renewal Form is subject to the Infor General Lifecycle Policy. As described therein, additional fees may apply if Mainstream maintenance is no longer available for a product. The policy can be found at <https://www.infor.com/content/analyst/Infor-General-Lifecycle-Policy.pdf/>.
4. Support Level Definitions:

"XT" = Infor Essential (24x5); "XTP" = Infor Premium (24x7); "XTE" = Infor Customer Success Plus program Descriptions of the XT and XTP Support plans can be found at <http://www.infor.com/content/brochures/inforxtremesupportplanfeatures.pdf/>. A description of the XTE - Customer Success Plus program can be found at <https://www.infor.com/support/customer-success-plus>

Exhibit A

On-Premises Software:

Line	SKU	Product	Use Restriction	Support Level
1	S3F-GMP	Infor Lawson Grant Management Package	1	XTP
2	S3F-MRBAC	Infor Lawson Project Accounting	1	XTP
3	S3F-FINPRO	Infor Lawson Financial Procurement Package	1	XTP
4	S3S-RQC	Requisition Center	1	XTP
5	S3S-EPP	Procurement Punchout	1	XTP
6	S3S-SPPL	Supplier Portal	1	XTP
7	S3S-SSRC	Strategic Sourcing	1	XTP
8	S3S-CMGT	Contract Management	1	XTP
9	S3O-S3IONC	Infor Lawson ION Connector	1	XTP
10	BPP-PAL	Infor Process Automation	12	XTP
11	BPP-XMLT	Design Studio	1	XTP
12	UPP-CRRNC-LEG	Crystal Reports (3 users)	3	XTP
13	UPP-LVPNC	Lawson Viewpoint Embedded	1	XTP
14	UPP-MOA	Microsoft Office Add Ins	1	XTP
15	UPP-LAEU	Lawson Learning Accelerator Developer End Users	1	XTP
16	TAM-LGHRP	Global Human Resources	1	XTP
17	HRM-LTHRMP	Human Resource Management for Talent Management	1	XTP
18	HRM-LTMPRP	North American Payroll for Talent Management	1	XTP
19	HRM-LTSHRP	Employee & Manager for Talent Management	1	XTP
20	HRM-BSIF	Bsi Tax Factory	3500	XTP
21	BPP-LSF	Lawson System Foundation	12	XTP
22	BPP-WRKSPC	Infor Workspace	1	XTP
23	BPP-LMRK-NR	Landmark Technology Runtime	1	XTP
24	LLT-LAPRO	Infor Learning Accelerator Producer	2	XTP
25	BPP-ISD	Infor Spreadsheet Designer	1	XTP
26	ION-PROCESSGRID-XI	Infor OS - ION PROCESS Grid Edition	2	XTP
27	DMG-DAS-XI	Infor OS - Document Management	50	XTP
28	EPM-BV	Business Vault Enterprise Edition	1	XTP

29	EPM-DWD	BV Data Warehouse Designer	1	XTP
30	ION-MINGLE-PORTAL-XI	Infor Ming.le Portal	1	XTP
31	ION-MINGLE-USER-XI	Infor OS - Ming.le Enterprise	50	XTP
32	BPP-MVC	MF Visual COBOL for Windows Compiler	1	XTP
33	BPP-MVX	MF COBOL Server Application Runtime - Windows	300	XTP
34	EPM-BI-ADMIN	Infor EPM Platform Professional	3	XTP
35	EPM-BI-CONSUMER	Infor EPM Platform Consumer	25	XTP
36	EPM-BI-LWS	Infor Business Intelligence for Lawson	1	XTP
37	UPP-CRAS	Crystal Reports App Server for Lawson	1	XTP
38	UPP-CRRNC	Crystal Reports Designer for Lawson - No Charge	3	XTP
39	BPP-CONSL	Infor System Console	3	XTP
40	BPP-MVC	MF Visual COBOL for Windows Compiler	1	XTP
41	BPP-MVX	MF COBOL Server Application Runtime - Windows	30	XTP



641 Avenue of the Americas
New York, NY 10011
800-260-2640
www.infor.com

September 18, 2024

County of DuPage
Attn: Sarah Godzicki
421 North County Farm Road
Wheaton, IL 60187

Acct # 171

Dear Sarah:

Infor has received your request for a justification to single source the support and maintenance of the Infor-owned software products that you have licensed from Infor.

Infor is the copyright owner for these software products, and as such, Infor is the only vendor that has the unrestricted ability to access and modify such Infor-owned software products in order to provide bug fixes, updates and upgrades to you as part of support and maintenance.

Please don't hesitate to contact Shawwna Wagner, the Sr. Subscription Manager for your account, at +1 470-481-5238 or shawwna.wagner@infor.com if you have additional questions on this matter.

Sincerely,

Signature on File

Edward Foley

Manager, Infor Subscription Services

18 September 2024 | 11:39:29 EDT

Vendor Ethics Disclosure has been requested by department.



Technology Requisition under \$30,000

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

File #: 24-2319

Agenda Date: 10/1/2024

Agenda #: 6.C.



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 24-2319	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$29,049.79
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 10/01/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$29,049.79
	CURRENT TERM TOTAL COST: \$29,049.79	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Emphasys Computer Solutions	VENDOR #: 13555	DEPT: Information Technology	DEPT CONTACT NAME: Viji Ramaswamy
VENDOR CONTACT: Muhammad Zeeshan	VENDOR CONTACT PHONE: 305-503-6600 ext. 3004	DEPT CONTACT PHONE #: 630-407-5028	DEPT CONTACT EMAIL: Viji.Ramaswamy@dupagecounty.gov
VENDOR CONTACT EMAIL: mzeeshan@emphasys-software.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Annual maintenance and support for Sympro Treasury Management software in the amount of \$29,049.79. Exempt from bidding per 55 ILCS 5/5-1022 'Competitive Bids' (D) IT/Telecom Purchases Under \$35,000.00.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Sympro Treasury Management software was procured in 2013 and integrates with the County's ERP system. Keeping software and systems functioning ensures that financial accounts are managed responsibly and accurately.			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Emphasys Computer Solutions	Vendor#: 13555	Dept: Information Technology	Division:
Attn: Muhammad Zeeshan	Email: emphasys-billing@emphasys- software.com mzeeshan@emphasys- software.com	Attn: Sarah Godzicki	Email: ITAP@dupagecounty.gov
Address: 1200 SW 145th Avenue, Suite 301	City: Pembroke Pines	Address: 421 N. County Farm Road	City: Wheaton
State: FL	Zip: 33027	State: IL	Zip: 60187
Phone: 305-503-6600 ext. 3004	Fax:	Phone: 630-407-5037	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SAME AS ABOVE	Vendor#: 13555	Dept: Information Technology	Division:
Attn:	Email:	Attn: Viji Ramaswamy	Email: Viji.Ramaswamy@dupagecounty.gov
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5028	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2024	Contract End Date (PO25): Nov 30, 2025

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 Maintenance & Support for Sympro Treasury Management Software	FY25	1000	1110	53806		23,049.79	23,049.79
2	1	EA		Annual Hosting Fee 10/01/2024 - 11/30/2024	FY24	1000	1110	53807		1,000.00	1,000.00
3	1	EA		Annual Hosting Fee 12/01/2024 - 11/30/2025	FY25	1000	1110	53807		5,000.00	5,000.00
FY is required, ensure the correct FY is selected.										Requisition Total	\$ 29,049.79

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 & Viji Ramaswamy and copy both when emailing PO to vendor. **Please use 10/01/2024 as First Invoice Date Allowed.**
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.

SYMPRO TREASURY MANAGEMENT SOFTWARE PROPOSAL

Proposal: DuPage County

Date: 9/11/2024

Contact: Joe DeMarco, 510-584-9015

HOSTING

SymPro Investment System

Annual Hosting Fee:

\$6,000/Year*

6 Named Users

Pro-rated

(10/1/2024– 11/30/2024)

\$1,000

Annual Support, Maintenance, & Hosting

(12/1/2024– 11/30/2025)

\$ 28,049.79

Total

\$29,049.79

Signature on File

Joe DeMarco
Regional Sales Manager
510-584-9015



Required Vendor Ethics Disclosure Statement

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

Date: Aug 23rd, 2024

Bid/Contract/PO #: _____

Company Name: Emphasys Software	Company Contact: Macy Cheung
Contact Phone: 613-762-7705	Contact Email: emphasys-billing@emphasys-software.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature Signature on File

Printed Name Macy Cheung

Title Finance Manager

Date Aug 23, 2024

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)



Technology Requisition under \$30,000

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

File #: 24-2533

Agenda Date: 10/1/2024

Agenda #: 6.D.



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 24-2533	RFP, BID, QUOTE OR RENEWAL #: Quote #Q-367364	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$29,900.09
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 10/01/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$29,900.09
	CURRENT TERM TOTAL COST: \$29,900.09	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Granicus LLC	VENDOR #: 35074	DEPT: Information Technology	DEPT CONTACT NAME: Sarah Godzicki
VENDOR CONTACT: Mark Miller	VENDOR CONTACT PHONE:	DEPT CONTACT PHONE #: 630-407-5037	DEPT CONTACT EMAIL: Sarah.Godzicki@dupagecounty.gov
VENDOR CONTACT EMAIL: mark.miller@granicus.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Annual GovDelivery software subscription in the amount of \$29,900.09. Exempt from bidding per 55 ILCS 5/5-1022 "Competitive Bids" (d) IT/Telecom purchases under \$35,000.00.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished GovDelivery keeps County citizens apprised of County news and information. Granicus provides a software platform from which the County provides email and newsletter updates to over 66,000 subscribers who receive more than 222,000 subscriptions from the system.			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Granicus LLC	Vendor#: 35074	Dept: County Board Office	Division:
Attn: Mark Miller	Email: Mark.Miller@granicus.com	Attn: Rose Sasso	Email: Rose.Sasso@dupagecounty.gov
Address: 408 St. Peter Street, Suite 600	City: St. Paul	Address: 421 N. County Farm Road	City: Wheaton
State: MN	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6009	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SAME AS ABOVE	Vendor#:	Dept: County Board Office	Division:
Attn:	Email:	Attn: Joan Olson	Email: Joan.Olson@dupagecounty.gov
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6015	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Oct 26, 2024	Contract End Date (PO25): Oct 25, 2025

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		GovDelivery Communications Cloud	FY24	1000	1110	53807		29,900.09	29,900.09
FY is required, ensure the correct FY is selected.										Requisition Total	\$ 29,900.09

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, Joan Olson, and Rose Sasso. **Please use 10/01/2024 as First Invoice Date Allowed.**
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.

Granicus Budgetary Proposal for DuPage County IL

ORDER DETAILS

Prepared By: Mark Miller
Phone:
Email: mark.miller@granicus.com
Order #: Q-367364
Prepared On: 13 Sep 2024
Expires On: 25 Oct 2024

ORDER TERMS

Currency: USD
Payment Terms: In accordance with the Illinois Prompt Payment Act.
Current Subscription 25 Oct 2024
End Date: 26 Oct 2024 - 25 Oct 2025
Period of Performance:

The subscription includes the following domain(s) and subdomain(s):

- www.dupagecounty.gov

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Communications Cloud	Annual	1 Each	\$29,900.09
SUBTOTAL:			\$29,900.09

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the Agreement the parties entered into with an effective date of October 26, 2020, attached hereto as Attachment 1 and incorporated by reference.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of DuPage County IL to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Client will be invoiced for use of any product or service measured or capped by volume or amount of usage that exceeds the permitted amount set forth in this Quote at the same cost or rate set forth herein.
- **Updates to Shared Short Codes for SMS/Text Messaging:**
Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

Attachment 1

Granicus Proposal for DuPage County IL

Granicus Contact

Name: Cale Brakke

Phone: (720) 892-0352

Email: cale.brakke@granicus.com

Proposal Details

Quote Number: Q-110304

Prepared On: 7/22/2020

Valid Through: 10/25/2020

Pricing

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Currency: USD

Current Subscription End Date: 10/25/2020

Period of Performance: 10/26/2020 - 10/25/2021

Domains Included for the Communications Cloud

The subscription includes the following domain(s) and subdomain(s): www.dupageco.org

Annual Fees for Renewing Subscriptions

Solution	Billing Frequency	Quantity/Unit	Annual Fee
Communications Cloud	Annual	1 Each	\$24,890.00
SUBTOTAL:			\$24,890.00

Product Descriptions	
Name	Description
Communications Cloud	<p>The Cloud is a Software-as-a-Service (SaaS) solution that enables government organizations to connect with more people. By leveraging the Cloud, the client will be able to utilize a number of different outreach mediums, including email, SMS/text messages, RSS feeds, and social media integration to connect with its target audiences. The Cloud includes:</p> <ul style="list-style-type: none"> • Unlimited email sends with industry-leading delivery and management of all bounces • Support to upload and migrate existing email lists • Access to participate in the GovDelivery Network • Ability to send mass notifications to multiple devices • 24/7 system monitoring, email and phone support during business hours, auto-response to inbound messages from end users, and emergency support • Text-to-subscribe functionality • Up to 2 Web-hosted training sessions annually • Up to 50 administrators • Up to 1 GovDelivery account(s) • Access to a complete archive of all data created by the client for 18 months (rolling) • Up to 3 hours of message template and integration development • Up to 100 subscription topics • Up to 100,000 SMS/text messages per year from a shared short code within the United States* <p>*International numbers are not supported. SMS/text messages not used in the period of performance will not carry over to the following year.</p>

Terms and Conditions

- Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of DuPage County IL to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-110304 dated 7/22/2020 are incorporated into this Purchase Order by reference.
- Granicus Communications Suite Subscriber Information.
 - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
 - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- Data obtained through the Granicus Advanced Network.
 - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.
 - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
 - Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Billing Information

Name:

Phone:

Email:

Address:

DuPage County IL

Signature:

Name:

Title:

Date:

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Billing Information

Name: Joan Olson
Phone: 630-407-6015
Email: joan.olson@dupageco.org
Address: 421 N. County Farm Road
Wheaton IL 60187

DuPage County IL

Signature: **Signature on File**

Name: Joan Olson
Title: Chief Communications Officer
Date: August 22, 2020

Master Subscription Agreement

This Master Subscription Agreement (“**Agreement**”) is made by and between the party procuring Granicus Products and Services (“**Client**”) and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus (“**Granicus**”). Client and Granicus may each be referred to herein as “Party” or collectively as “Parties”.

By accessing the Granicus Products and Services, Client accepts this Agreement. Due to the rapidly changing nature of digital communications, this Agreement may be updated from time to time at Granicus’ sole discretion. Notification to Client will be via email or posting to the Granicus website.

- 1. Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

“**Agreement Term**” means the total time covered by the Initial Term and all Extension Terms for each Order or SOW under this Agreement, further specified in Section 7.1.

“**Extension Term**” means any term that increases the length of the Initial Term of this Agreement or an Order Term of an Order or SOW.

“**Granicus Products and Services**” means the products and services made available to Client pursuant to this Agreement, which may include Granicus products and services accessible for use by Client on a subscription basis (“Software-as-a-Service” or “SaaS”), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order or SOW.

“**Initial Term**” shall have the meaning specified in Exhibit A or Order or SOW between Granicus and Client for the first duration of performance that Client has access to Granicus Products and Services.

“**Order**” means a written order, proposal, or purchase document in which Granicus agrees to provide and Client agrees to purchase specific Granicus Products and Services.

“**Order Term**” means the then-current duration of performance identified on each Order or SOW, for which Granicus has committed to provide, and Client has committed to pay for, Granicus Products and Services.

“**Statement of Work**” or “**SOW**” means a written order, proposal, or purchase document that is signed by both Parties and describes the Granicus Products and Services to be provided and/or performed by Granicus. Each Order or SOW shall describe the Parties’ performance obligations and any assumptions or contingencies associated with the implementations of the Granicus Products and Services, as specified in each Order or SOW placed hereunder.

“**Support**” means the ongoing support and maintenance services performed by Granicus related to the Granicus Products and Services as specified in each Order or SOW placed between the Parties.

- 2. Ordering and Scope**

- 2.1. Ordering Granicus Products and Services.** The Parties may execute one or more Order or SOW related to the sale and purchase of Granicus Products and Services. Each Order or SOW will generally include an itemized list of the Granicus Products and Services as well as the Order Term for such Granicus Products and Services. Each Order or SOW must, generally, be signed by the Parties; although, when a validly-issued purchase order by Client accompanies the Order or SOW, then the Order or SOW need not be executed by the Parties. Each Order or SOW shall be governed by this Agreement regardless of any pre-printed legal terms on each Order or SOW, and by this reference is incorporated herein.

- 2.2. Support.** Basic support related to standard Granicus Products and Services is included within the fees paid during the Order Term. Granicus may update its Support obligations under this Agreement, so long as the functionality purchased by Client is not materially diminished.
- 2.3. Future Functionality.** Client acknowledges that any purchase hereunder is not contingent on the delivery of any future functionality or features.
- 2.4. Cooperative Purchasing.** To the extent permitted by law and approved by Client, the terms of this Agreement and set forth in one or more Order or SOW may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other duly signed writing setting forth all of the terms and conditions for such use. The applicable fees for additional municipalities, school districts or governmental agencies will be provided by Granicus to Client and the applicable additional party upon written request.

3. Use of Granicus Products and Services and Proprietary Rights

- 3.1. Granicus Products and Services.** The Granicus Products and Services are purchased by Client as subscriptions during an Order Term specified in each Order or SOW. Additional Granicus Products and Services may be added during an Order Term as described in Section 2.1.
- 3.2. Permitted Use.** Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Client hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order or SOW (collectively the “Permitted Use”).
 - 3.2.1. Data Sources.** Data uploaded into Granicus Products and Services must be brought in from Client sources (interactions with end users and opt-in contact lists). Client cannot upload purchased contact information into Granicus Products and Services without Granicus’ written permission and professional services support for list cleansing. Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the Services outlined within this Agreement.
 - 3.2.2. Passwords.** Passwords are not transferable to any third party. Client is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Client’s passwords.
 - 3.2.3. Content.** Client can only use Granicus Products and Services to share content that is created by and owned by Client and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Client, can be removed or limited by Granicus.
 - 3.2.3.1. Disclaimers.** Any text, data, graphics, or any other material displayed or published on Client’s website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.
 - 3.2.4. Advertising.** Granicus Products and Services shall not be used to promote products or services available for sale through Client or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Client and a third party that compensates Client for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.

3.2.5. Granicus Subscriber Information for Communications Cloud Suite only

- 3.2.5.1. Data Provided by Client.** Data provided by Client and contact information gathered through Client's own web properties or activities will remain the property of Client ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Client, unless required by law.
- 3.2.5.2.** Granicus shall not disclose the client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the client hereby grants to Granicus a perpetual, noncancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products and Services by the client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and Services and any other legitimate business purpose including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- 3.2.5.3. Data Obtained through the Granicus Advanced Network**
- 3.2.5.3.1.** Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.
- 3.2.5.3.2.** Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Client is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Client upon termination of any Granicus Order, SOW or Exhibit. Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Client within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.
- 3.2.5.3.3. Opt-In.** During the last 10 calendar days of Client's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Client may send an opt-in email to Network Subscribers that shall include an explanation of Client's relationship with Granicus terminating and that the Network Subscribers may visit Client's website to subscribe to further updates from Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Client upon termination.

3.3. Restrictions. Client shall not:

- 3.3.1.** Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;

- 3.3.2.** Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus Clients;
- 3.3.3.** Client must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;
- 3.3.4.** Client must not use the Services as a door or signpost to another server.
- 3.3.5.** Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order or SOW placed hereunder;
- 3.3.6.** Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;
- 3.3.7.** Use the Granicus Products and Services for any unlawful purposes;
- 3.3.8.** Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;
- 3.3.9.** Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or
- 3.3.10.** Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.
- 3.4. Client Feedback.** Client assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Client relating to the use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.
- 3.5. Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Client. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.

4. Payment

- 4.1. Fees.** Client agrees to pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront according to the billing frequency specified in each Order or SOW. Granicus reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).
- 4.2. Disputed Invoiced Amounts.** Client shall provide Granicus with detailed written notice of any amount(s) Client reasonably disputes within thirty (30) days of the date of invoice for said amount(s) at issue. Granicus will not exercise its rights under 4.1 above if Client has, in good faith, disputed an invoice and is diligently trying to resolve the dispute. Client's failure to provide Granicus with notice of any disputed invoiced amount(s) shall be deemed to be Client's acceptance of the content of such invoice.
- 4.3. Price Increases.** Any price increases not negotiated in advance shall be provided by Granicus to Client at least thirty (30) days prior to the end of the Order Term. Upon each yearly anniversary during the term of this Agreement (including the Initial Term, all Extended Terms, and all Order Terms), the Granicus Product and Services fees shall increase from the previous term's fees by up to ten (10) percent per year.

5. Representations, Warranties and Disclaimers

- 5.1. Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.
- 5.2. Warranties.** Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided “AS IS” and as available.
- 5.3. Disclaimers.** EXCEPT AS PROVIDED IN SECTION 5.2 ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CLIENT’S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

6. Confidential Information

- 6.1. Confidential Information.** It is expected that one Party (Disclosing Party) may disclose to the other Party (Receiving Party) certain information which may be considered confidential and/or trade secret information (“Confidential Information”). Confidential Information shall include: (i) Granicus’ Products and Services, (ii) non-public information if it is clearly and conspicuously marked as “confidential” or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication and (iv) any information that should be reasonably understood to be confidential or proprietary to the Receiving Party, given the nature of the information and the context in which disclosed.

Subject to applicable law, each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) to exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information.

If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance.

- 6.2. Exceptions.** Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party’s possession before receipt from the Disclosing Party; (iii) is rightfully received by the Receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the Disclosing Party without any duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party’s Confidential Information; or (vi) is disclosed with the prior written approval of the Disclosing Party.

- 6.3. Storage and Sending.** In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Client provide such notice, Client must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Client.
- 6.4. Return of Confidential Information.** Each Receiving Party shall return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement. Customer understands and agrees that it may not always be possible to completely remove or delete all personal data from Granicus' databases without some residual data because of backups and for other reasons.

7. Term and Termination

- 7.1. Agreement Term.** The Agreement Term shall begin on the date of the initial Order or SOW and continue through the latest date of the Order Term of each Order or SOW under this Agreement, unless otherwise terminated as provided in this Section 7. Each Order or SOW will specify an Order Term for the Granicus Products and Services provided under the respective Order or SOW. Client's right to access or use the Granicus Products and Services will cease at the end of the Order Term identified within each Order or SOW, unless either extended or earlier terminated as provided in this Section 7. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the then-current Order Term, the Granicus Products and Services will automatically renew at the end of each term for an Extension Term of one (1) year.
- 7.2. Effect of Termination.** If the Parties agree to terminate this Agreement and an Order or SOW is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order or SOW until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders or SOWs shall immediately terminate as of the Agreement termination date. Unless otherwise stated in this Agreement, in no event shall Client be entitled to a refund of any prepaid fees upon termination.
- 7.3. Termination for Cause.** The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest. Granicus may, without liability, immediately suspend or terminate any or all Order or SOW issued hereunder if any Fees owed under this Agreement are past due pursuant to Section 4.1.
- 7.4. Rights and Obligations After Termination.** In the event of expiration or termination of this Agreement, Client shall immediately pay to Granicus all Fees due to Granicus through the date of expiration or termination.
- 7.5. Survival.** All rights granted hereunder shall terminate upon the latter of the termination or expiration date of this Agreement, or each Order or SOW. The provisions of this Agreement with respect to warranties, liability, choice of law and jurisdiction, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

8. Limitation of Liability

- 8.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CLIENT DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.
- 8.2. LIMITATION OF LIABILITY.** EXCEPT FOR CLIENT'S BREACH OF SECTION 3.3, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CLIENT FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. GRANICUS SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS UNDER SECTION 4 ABOVE.

9. Indemnification

- 9.1. Indemnification by Granicus.** Granicus will defend Client from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims by any third party that Granicus Products and Services infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW. In the event of such a Claim, if Granicus determines that an affected Order or SOW is likely, or if the solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW, Granicus will, in its discretion: (a) replace the affected Granicus Products and Services; (b) modify the affected Granicus Products and Services to render it non-infringing; or (c) terminate this Agreement or the applicable Order or SOW with respect to the affected solution and refund to Client any prepaid fees for the then-remaining or unexpired portion of the Order or SOW term. Notwithstanding the foregoing, Granicus shall have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to any solution by Client (or by anyone under Client's direction or control or using logins or passwords assigned to Client); (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; or (iii) Client's use (or use by anyone under Client's direction or control or using logins or passwords assigned to Client) of any Granicus Products and Services other than in accordance with this Agreement. This section 9.1 sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Granicus

Products and Services or any other materials provided by Granicus violate or infringe upon the rights of any third party.

- 9.2. Indemnification by Client.** Client shall defend, indemnify, and hold Granicus harmless from and against any Claims, and shall pay all Losses, to the extent arising out of or related to (a) Client's (or that of anyone authorized by Client or using logins or passwords assigned to Client) use or modification of any Granicus Products and Services; (b) any Client content; or (c) Client's violation of applicable law.
- 9.3. Defense.** With regard to any Claim subject to indemnification pursuant to this Section 9: (a) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (b) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (c) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

10. General

- 10.1. Relationship of the Parties.** Granicus and Client acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.
- 10.2. Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.
- 10.3. Amendments.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.
- 10.4. Severability.** To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 10.5. Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.
- 10.6. No Third-Party Beneficiaries.** Subject to Section 10.5 this Agreement is binding upon, and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.
- 10.7. Notice.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other

nationally recognized express carrier; (c) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (d) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended.

- 10.8. Force Majeure.** Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.
- 10.9. Choice of Law and Jurisdiction.** This Agreement shall be governed by and interpreted under the laws of the State of Minnesota, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of Ramsey County, Minnesota.
- 10.10. Entire Agreement.** This Agreement, together with all Orders or SOWs referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Client agree that any and all Orders or SOWs are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Orders; (3) all other SOWs or other purchase documents; (4) Granicus response to Client's request for RFI, RFP, RFQ; and (5) Client's RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client. Upon request, Granicus shall reference a purchase order number on its invoices, provided, however, that Client acknowledges that it is Client's responsibility to provide the corresponding purchase order information (including a purchase order number) to Granicus upon the creation of such a purchase order. Client agrees that a failure to provide Granicus with the corresponding purchase order shall not relieve Client of its obligations to provide payment to Granicus pursuant to Section 4.1 above.
- 10.11. Reference.** Notwithstanding any other terms to the contrary contained herein, Client grants Granicus the right to use Client's name and logo in Client lists and marketing materials.
- 10.12. Injunctive Relief.** Granicus is entitled to obtain injunctive relief if Client's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.



Required Vendor Ethics Disclosure Statement

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

Date: 8/21/2024

Bid/Contract/PO #: _____

Company Name: Granicus LLC	Company Contact: Justine Torres
Contact Phone: 800-314-0147	Contact Email: justine.torres@granicus.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

Signature on File

Printed Name

Brendan Stierman

Title

Manager, Contracts

Date

8/21/2024

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



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

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

File #: JPS-P-0028-24

Agenda Date: 10/1/2024

Agenda #: 7.A.

AWARDING RESOLUTION ISSUED TO
AT&T MOBILITY
TO PROVIDE WIRELESS SERVICE
FOR THE SHERIFF'S OFFICE
(CONTRACT TOTAL AMOUNT \$404,000)

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 to provide wireless service; and

WHEREAS, pursuant to the Intergovernmental Agreement between the County of DuPage and the NASPO Master Agreement #MA149, the County of DuPage will contract with AT&T Mobility; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to AT&T Mobility, to provide wireless service, for the period of August 15, 2024 through July 24, 2027, for the Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said to provide wireless service, for the period of August 15, 2024 through July 24, 2027, for the Sheriff's Office, be, and it is hereby approved for issuance of a contract by the Procurement Division to AT&T Mobility, 225 W. Randolph St., Chicago, IL 60606, for a contract total amount not to exceed \$404,000, pursuant to the NASPO Master Agreement #MA149.

Enacted and approved this 8th day of October, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 24-2587	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$404,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 10/01/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$404,000.00
	CURRENT TERM TOTAL COST: \$404,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: AT&T Mobility	VENDOR #: 10009	DEPT: Sheriff's Office	DEPT CONTACT NAME: Jason Snow
VENDOR CONTACT: Avani Patel	VENDOR CONTACT PHONE: 630-240-0965	DEPT CONTACT PHONE #: 630-407-2072	DEPT CONTACT EMAIL: jason.snow@dupagesheriff.org
VENDOR CONTACT EMAIL: Avani.Patel@att.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Procurement of AT&T wireless services and devices for cellular needs throughout the County, per WSCA/NASPO #MA149.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished AT&T won a contract with Federal Government to build the only separate network for First Responders and primary support departments. They have been building this network for the past several years. The County moved from Verizon Wireless to AT&T FirstNet Wireless in November 2021 to allow our Public Safety First Responders (Sheriff, OHSEM, State's Attorney, etc) and primary support departments (DOT, Stormwater, Public Works, etc) to have access to the private Bank 14 wireless network and ensure that they can communicate in times of emergencies. Additionally, our campus became a micro site for AT&T with the installation of their dish on the ETSB tower. The east side campus buildings 421, 501, 503 & 505 are equipped with the AT&T Firstnet DAS (digital antenna system) providing 5G coverage to the building. The west side of them campus is served through the AT&T dish mounted on the ETSB tower and do not require the DAS			

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. AT&T has the only Federal Government private band network, FirstNet, for first responders. The pricing is additionally part of a NASPO cooperative contract/agreement MA149, which was renewed on 3/19/24.
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). In order to ensure cellular communications in time of disaster when commercial cellular bands are congested, staff recommends continuing the County's cellular service with AT&T FirstNet.

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: AT&T Mobility	Vendor#: 10009	Dept: Sheriff's Office	Division: Budget
Attn: Avani Patel	Email: Avani.Patel@att.com	Attn: Colleen Zbilski	Email: colleen.zbilski@dupagesheriff.org
Address: 225 W Randolph St	City: Chicago	Address: 501 N County Farm Road	City: Wheaton
State: IL	Zip: 60606	State: IL	Zip: 60187
Phone: 630-240-0965	Fax:	Phone: 630-407-2122	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: AT&T Mobility	Vendor#: 10009	Dept: Sheriff's Office	Division: IT
Attn:	Email:	Attn: Jason Snow	Email: jason.snow@dupagesheriff.org
Address: PO Box 6463	City: Carol Stream	Address: 501 N County Farm Road	City: Wheaton
State: IL	Zip: 60197-0463	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-2072	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Aug 15, 2024	Contract End Date (PO25): Jul 24, 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		Wireless Service	FY24	1000	4400	53260		44,000.00	44,000.00
2	1	EA		Wireless Service	FY25	1000	4400	53260		135,000.00	135,000.00
3	1	EA		Wireless Service	FY26	1000	4400	53260		135,000.00	135,000.00
4	1	EA		Wireless Service	FY27	1000	4400	53260		90,000.00	90,000.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 404,000.00

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



STATE OF UTAH

CONTRACT AMENDMENT

AMENDMENT # 9 To CONTRACT # MA149

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, **Division of Purchasing** referred to as State Entity and, **AT&T Corp**, referred to as Contractor.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. **Contract period:**

12/06/2019 (original starting date)

08/11/2024 (current ending date)

08/11/2024 new ending date

2. **Other changes:** (attach other sheets if necessary):

The parties agree as follows: Add the products AlertGPS and Staff Alert
Replacing Attachment G Product Catalog with updated Attachment G Product Catalog below.

3. Effective Date of Amendment: 04/07/2023

All other conditions and terms in the original contract and previous amendments remain the same.

IN WITNESS WHEREOF, the parties sign and cause the amendment to be executed.

CONTRACTOR
Signature on File

STATE
Signature on File

Contractor's signature _____ Date 4/4/2023

4/4/2023

Director, Division of Purchasing Date

Linda J. Cottingham, Sr. Contract Manager
Type or Print Name and Title

Marci Woodward
State of Utah Contact Person

801-957-7145
Telephone Number

mwoodward@utah.gov
Email

(Revision 05 June 2022)



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 10

CONTRACT #: MA149

Starting Date: 12/6/2019

Expiration Date (before this amendment): 8/11/2024

Expiration Date (changed to by this amendment): 8/11/2029

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and AT&T Corp. (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

The contract's expiration date is hereby changed from 08/11/2024 to 08/11/2029. [Note: this is an amendment to the NASPO Master Agreement.]

Effective Date of Amendment: 3/14/2024

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR
Signature on File

03/12/2024

STATE OF UTAH
Signature on File

3/15/2024

Contractor's Signature Date

Director, State of Utah Division of Purchasing Date

Marcellus Brooks

Contractor's Name (Print)

Director Customer Contracts

Title (Print)

For Division of Purchasing Internal Use

Purchasing Agent	Phone #	E-mail Address	Contract #
Marci Woodward	801-957-7145	mwoodward@utah.gov	MA149



Required Vendor Ethics Disclosure Statement

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

Date: Sep 23, 2024

Bid/Contract/PO #: _____

Company Name: FirstNet Built With AT&T	Company Contact: Avani Patel
Contact Phone: 630-240-0965	Contact Email: ap299s@att.com

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

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

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

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

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

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

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

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


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

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

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

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

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

Authorized Signature 

Printed Name Avani Patel

Title Client Solutions Executive II Mobility

Date Sep 23, 2024

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)



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

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

File #: JPS-P-0029-24

Agenda Date: 10/1/2024

Agenda #: 7.B.

AWARDING RESOLUTION ISSUED TO
AT&T
TO PROVIDE WIRED SERVICE
FOR THE SHERIFF'S OFFICE
(CONTRACT TOTAL AMOUNT \$292,200)

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

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to AT&T, to provide wired service, for the period of September 1, 2024 through February 16, 2026, for the Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide wired service, for the period of September 1, 2024 through February 16, 2024 for the Sheriff's Office, be, and it is hereby approved for issuance of a contract by the Procurement Division to AT&T, 20 N. Main St., Lombard, IL 60148, for a contract total amount not to exceed \$292,200, per lowest responsible bid #21-104-IT.

Enacted and approved this 8th day of October, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 24-2588	RFP, BID, QUOTE OR RENEWAL #: 21-104 IT	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$292,200.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 10/01/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$292,200.00
	CURRENT TERM TOTAL COST: \$292,200.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: AT&T	VENDOR #: 10008	DEPT: Sheriff's Office	DEPT CONTACT NAME: Jason Snow
VENDOR CONTACT: Glen Shine	VENDOR CONTACT PHONE: 630-718-1569	DEPT CONTACT PHONE #: 630-407-2072	DEPT CONTACT EMAIL: jason.snow@dupagesheriff.org
VENDOR CONTACT EMAIL: gs0293@att.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). This is AT&T service to the radio towers for the 800mhz system.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Without this procurement there would be no service. This service has been in existence for over 20 years.			

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.
RENEWAL

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

SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: AT&T	Vendor#: 10008	Dept: Sheriff's Office	Division: Budget
Attn: Glen Shine	Email: gs0293@att.com	Attn: Colleen Zbilski	Email: colleen.zbilski@dupagesheriff.org
Address: 20 N. Main St	City: Lombard	Address: 501 N County Farm Road	City: Wheaton
State: IL	Zip: 60148	State: IL	Zip: 60187
Phone: 630-718-1569	Fax:	Phone: 630-407-2122	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: AT&T	Vendor#: 10008	Dept: Sheriff's Office	Division: IT
Attn:	Email:	Attn: Jason Snow	Email: jason.snow@dupagesheriff.org
Address: P.O. Box 5080	City: Carol Stream	Address: 501 N County Farm Road	City: Wheaton
State: IL	Zip: 60197-5080	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-2072	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Sep 1, 2024	Contract End Date (PO25): Feb 16, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Wired Service	FY24	1000	4400	53250		46,200.00	46,200.00
2	1	EA		Wired Service	FY25	1000	4400	53250		195,000.00	195,000.00
3	1	EA		Wired Service	FY26	1000	4400	53250		51,000.00	51,000.00
FY is required, ensure the correct FY is selected.										Requisition Total	\$ 292,200.00

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

✓ ✓

Fee and Rate Proposal	\$ 2,804.64	\$ 2,000.00	\$ 3,760.00
Percentage of points	71%	100%	53%
Points awarded (wtd against lowest price)	18	25	13

IT Department requires system redundancy for potential internet outages. Therefore, AT&T and Comcast Business will be both awarded.

Attachment: AT&T - Bid Tab #21-104-IT (PW-P-0204-22 : AT&T, Inc.)



COMPLETELINK® 2.0
AT&T ILEC Confirmation of Service Order
Provided Pursuant to Standard Service Publication Rates and Terms

Customer	AT&T
Dupage County Street Address: 421 N. County Farm Road City: Wheaton State/Province: IL Zip Code: 60187 Country USA	The applicable AT&T ILEC Service-Providing Affiliate
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Joe Bulaga Title: Telecommunications Manager Street Address: 421 N. County Farm Road City: Wheaton State/Province: IL Zip Code: 60187 Country: USA Telephone: 6304075151 Fax: Email: joseph.bulaga@dupageco.org	Name: Glenn Shine Street Address: 20 N. Main Street City: Lombard State/Province: IL Zip Code: 60148 Country: USA Telephone: 630.718.1569 Fax: Email: gs0293@att.com Sales/Branch Manager: Dierkes SCVP Name: Argy Sales Strata: LED Sales Region: East <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way, Bedminster NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@atl.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

Customer agrees to subscribe to the CompleteLink® 2.0 discount program, in accordance with this Confirmation of Service Order ("CSO") subject to the following, which are incorporated by reference: (a) THE TERMS OF THE APPLICABLE TARIFF, IF THE SERVICE IS OFFERED PURSUANT TO TARIFF; OR (b) THE AT&T BUSINESS SERVICES AGREEMENT (BSA) FOUND AT <http://www.corp.att.com/agreement/> IF THE SERVICE IS NOT OFFERED PURSUANT TO TARIFF. The applicable AT&T Service Publication(s) are identified in Section 1. The terms and conditions provided in this CSO are provided herein for convenience only and do not supersede or modify any applicable Service Publication. In the event of a change to the applicable Service Publication, such change shall be incorporated by reference herein.

The Effective Date of this CSO is the date signed by the last party.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on its bill. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name: Joseph Bulaga	Printed or Typed Name: Marianna Armstrong
Title: Telecommunications Manager	Title: Contractor Contract Specialist as signer for AT&T
Date: 2/14/2024	Date: 14 Feb 2024

For AT&T internal use only		VV3121
Is this CompleteLink 2.0 associated with ABN Complete? <input type="checkbox"/> YES <input type="checkbox"/> NO		
Sales must submit to Contract Management (CM): 1) Customer executed CSO, and 2) a duplicate of the CSO as a Word document, not a PDF file, OR an Excel list of the BTNs		

COMPLETELINK® 2.0
AT&T ILEC Confirmation of Service Order
Provided Pursuant to Standard Service Publication Rates and Terms

1. DISCOUNT PROGRAM, SERVICE PROVIDER AND SERVICE PUBLICATION

Discount Program	CompuTelLink® 2.0*
Customer must separately order services to which CompuTelLink 2.0 applies	

Service Provider (Select all that apply.)	Service Publication (incorporated by reference)	Service Publication Location
<input type="checkbox"/> AT&T Arkansas	AT&T Arkansas Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/ar/index.html
<input type="checkbox"/> AT&T California	AT&T California Guidebook, including Part 9, Section 3	http://cpr.att.com/guidebook/ca/index.html
<input checked="" type="checkbox"/> AT&T Illinois	AT&T Illinois Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/il/index.html
<input type="checkbox"/> AT&T Indiana	AT&T Indiana Guidebook, including Part 4, Section 2	http://cpr.att.com/guidebook/in/index.html
<input type="checkbox"/> AT&T Kansas	AT&T Kansas Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/ks/index.html
<input type="checkbox"/> AT&T Michigan	AT&T Michigan Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/mi/index.html
<input type="checkbox"/> AT&T Missouri	AT&T Missouri Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/mo/index.html
<input type="checkbox"/> AT&T Ohio	AT&T Ohio Guidebook, including Part 4, Section 2	http://cpr.att.com/guidebook/oh/index.html
<input type="checkbox"/> AT&T Oklahoma	AT&T Oklahoma Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/ok/index.html
<input type="checkbox"/> AT&T Texas	AT&T Texas Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/tx/index.html
<input type="checkbox"/> AT&T Wisconsin	AT&T Wisconsin Guidebook, including Part 4, Section 2	http://cpr.att.com/guidebook/wi/index.html

2. TERM and EFFECTIVE DATES

Term:	2 years
Start Date of Term:	Upon initial implementation of Discount Program in the applicable AT&T systems
Effective Date of Rates and Discounts:	Start Date of Term
Rates Following Termination or Expiration of the Term:	Service Publication rates for Eligible services (as described in the applicable Service Publication) in effect at time of termination or expiration of the Term

3. MINIMUM ANNUAL REVENUE COMMITMENT (MARC) / MAXIMUM ANNUAL DISCOUNT

MARC* / Maximum Annual Discount	\$ 12,000 / \$ 1,750
* Contributory Services, as described in the applicable Service Publication, billed under BTNs in section 7 <u>before</u> the application of discounts and credits.	

4. RATES and DISCOUNTS

The rates and discounts below are listed for convenience only. If there is conflict between any rate or discount below and the corresponding Service Publication rate or discount in effect on the Effective Date, the Service Publication will control.

MARC Volume Discount (applies to Eligible services and may not exceed the Maximum Annual Discount)			
1 Year Term	1 Year Term	2 Year Term	2 Year Term
2% – MARC \$1,200	5% – MARC \$50,000	3% – MARC \$1,200	7% – MARC \$50,000
2% – MARC \$3,000	7% – MARC \$75,000	3% – MARC \$3,000	8% – MARC \$75,000
3% – MARC \$7,000	8% – MARC \$100,000	4% – MARC \$7,000	9% – MARC \$100,000
4% – MARC \$12,000	8% – MARC \$125,000	5% – MARC \$12,000	9% – MARC \$125,000
4% – MARC \$18,000	9% – MARC \$150,000	5% – MARC \$18,000	10% – MARC \$150,000
5% – MARC \$25,000	10% – MARC \$200,000	6% – MARC \$25,000	11% – MARC \$200,000
5% – MARC \$35,000		6% – MARC \$35,000	

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COMPLETELINK® 2.0
AT&T ILEC Confirmation of Service Order
Provided Pursuant to Standard Service Publication Rates and Terms

Business Access Line Rates:

State	Monthly Recurring Rate, per Line
AR, IN, KS, MO, OK, TX	\$44.00
KS - EAS	\$51.00
CA, IL, MI, OH, WI	\$33.00

PBX Analog Trunk Discounts:

State	1 Year	2 Year
AR, KS, MO, OK, TX	10%	10%

Optional Features: Optional Features Discount (applies to Central Office Optional Features as described in the applicable Service Publication)	Discount
	40%

Local Usage Rates/Discounts:

State	Per Minute Rate	
	1 Year	2 Year
CA - Zone 1	\$0.019	\$0.019
CA - Zone 2	\$0.019	\$0.019
CA - Zone 3	\$0.024	\$0.024
IL - Band A	\$0.016	\$0.016
IL - Band B	\$0.034	\$0.034
IL - Band C	\$0.055	\$0.051

State	Per Message Rate	
	1 Year	2 Year
MI	\$0.090	\$0.090
OH	\$0.070	\$0.070
WI	\$0.110	\$0.110

Local Usage Service Level Discount: For BTNs listed in section 7 that include a combination of Exchange Access Lines and/or Centrex with ISDN PRI and PBX Trunks. (Does not apply to per message rate listed above.)

State	Discount
MI	35%
OH	15%
WI	30%

Rates – IntraLATA/Local Toll Per Minutes of Use (MOU) - Intrastate:

State	1 Year	2 Year
IL, IN, MI, OH, WI	\$0.055	\$0.054
AR, KS, MO, OK, TX	\$0.100	\$0.100
CA	\$0.060	\$0.060

Rates – IntraLATA Long Distance Usage Per Minutes of Use (MOU) - Interstate:

State	1 Year	2 Year
IL, IN, MI, OH, WI	\$0.120	\$0.115

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COMPLETELINK[®] 2.0
AT&T ILEC Confirmation of Service Order
Provided Pursuant to Standard Service Publication Rates and Terms

5. SHORTFALL CHARGE

Shortfall Charge:	if Customer fails to meet the MARC in any completed year of the Term, the difference between the MARC and the actual billings for Contributory Services
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6. EARLY TERMINATION CHARGE

Main BTN State	Early Termination Charge
AR, CA, KS, IN, MI, MO, OH, OK, TX, WI	<u>With No IL BTNs</u> <ul style="list-style-type: none">50% of the unsatisfied MARC (after application of any Shortfall Charges) for the balance of the Term <u>With IL BTNs</u> <ul style="list-style-type: none">MARC is prorated for amount of MARC Eligible Charges in IL and outside IL<ul style="list-style-type: none">For IL BTNs, IL MARC Termination Charge; plusFor non-IL BTNs, 50% of the unsatisfied MARC (prorated after application of any Shortfall Charges) for the balance of the Term
IL	<ul style="list-style-type: none">the amount of unearned discounts for the 12-month period immediately preceding Customer's early termination ("IL MARC Termination Charge"). Unearned discounts are calculated by subtracting the discounted charges for Eligible services actually incurred during the twelve months immediately preceding termination from the discounted charges for those Eligible services that Customer would have incurred during that period under the longest CompleteLink 2.0 term for which the Customer would have actually qualified based upon the actual term of service (or Service Publication month-to-month rates for those Eligible services if the Customer would not have qualified for any CompleteLink 2.0 term)

7. BILLING TELEPHONE NUMBER (BTN) LIST

Eligibility: (max. of 1,000 BTNs)	<p>All BTNs listed below or in an attachment:</p> <ul style="list-style-type: none">must be valid business lines;may not be Consolidated or Special Bill Numbers;may not include Bill-Under, Working Telephone Numbers (WTNs), Account Telephone Numbers (ATNs), Cross Reference, Pager, Cell Phone, Pay Phone, Directory Advertising, Toll Free (800, 866, etc.) or Residential Numbersare all of the BTNs intended by Customer to be included on Effective Date <p>To qualify as an Eligible or Contributory Service, a service must be billed under one of the listed BTNs or under a BTN added by Customer through Customer's AT&T Sales Contact.</p>
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BTN List follows

COMPLETELINK® 2.0
AT&T ILEC Confirmation of Service Order
Provided Pursuant to Standard Service Publication Rates and Terms

BTN LIST

Main BTN, with area code and customer code:	6307370635150	State of Main BTN: (ex: IL)	IL
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Area Code, Prefix, Line #, Customer Code (no dashes, example: 312 555 1234 xxx, or 3122551234xxx)	BTN State (ex: IL)	Area Code, Prefix, Line #, Customer Code (no dashes, example: 312 555 1234 xxx, or 3122551234xxx)	BTN State (ex: IL)	Area Code, Prefix, Line #, Customer Code (no dashes, example: 312 555 1234 xxx, or 3122551234xxx)	BTN State (ex: IL)
6302601689100	IL	6307391051393	IL		
6302507494859	IL	6307520720529	IL		
6302958586588	IL	6307739952164	IL		
6303228964325	IL	6309647207200	IL		
6303230053447	IL	6309647503053	IL		
6303230677601	IL	6309854802803	IL		
6303231257950	IL	6309166015558	IL		
6303501365902	IL	6309166594630	IL		
6303558883144	IL	6309634773427	IL		
6303724186753	IL	6309636444407	IL		
6304283150663	IL	6309638751096	IL		
6304629965673	IL	6309638752952	IL		
6304696580023	IL	6309638754591	IL		
6304992556655	IL	6309640953248	IL		
6304997510473	IL	6309861397950	IL		
6306161745049	IL				
6306200082019	IL				
6306279712502	IL				
6306531921338	IL				
6306532760185	IL				
6306536505441	IL				
6306538662529	IL				
6306548535787	IL				
6306550951803	IL				
6306556563944	IL				
6306682161827	IL				
6307370635150	IL				

Analog Line Pricing (POTS)

Expand the following table as needed to provide itemized pricing to meet the analog line (POTS) service requirements. Include pricing for 3- and 5-year contract terms. A three-year contract must include two optional 1- year extensions.

AT&T Response:

AT&T is offering a 2 year term with 0 optional one-year extensions exercisable solely by Customer. Any additional extensions and/or renewal options would be exercisable only via mutual written consent. We can only provide a 24 month contract according to our tariff. When the current agreement expires, we can propose another 24 month agreement.

If necessary, please provide additional detailed information on the pricing you are submitting,

Site	3-Year Contract	5 Year Contract
24 N. County Blvd. East, Houston	VMC	VMC
Analog Lines (POTS)		
Line Charge	\$33	
Feature Access Charge	\$7.66	
Surcharge	14%	
Estimated Taxes & Fees	16%	
Usage		
	CPM	CPM
0-8 miles Band A (per minute)	\$0.016	
8-15 miles Band B (per minute)	\$0.034	
15+ Band C (per minute)	\$0.055	
Intrastate (per minute) - IntralATA/Local Toll	\$0.054	
IntraLATA Long Distance	\$0.115	
Interstate (per minute) - AT&T Business Block of Time	\$0.038	
Directory Assistance Per Call	\$2.29	



Required Vendor Ethics Disclosure Statement

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

Date: Sep 23, 2024

Bid/Contract/PO #: _____

Company Name: FirstNet Built With AT&T	Company Contact: Avani Patel
Contact Phone: 630-240-0965	Contact Email: ap299s@att.com

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

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

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

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

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

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

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

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


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

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

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

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

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

Authorized Signature 

Printed Name Avani Patel

Title Client Solutions Executive II Mobility

Date Sep 23, 2024

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)



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

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

File #: JPS-P-0030-24

Agenda Date: 10/1/2024

Agenda #: 6.F.

AWARDING RESOLUTION ISSUED TO
COMCAST BUSINESS
TO PROVIDE ETHERNET SERVICE
FOR THE SHERIFF'S OFFICE
(CONTRACT TOTAL AMOUNT \$162,240)

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

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Comcast Business, to provide ethernet service, for the period of September 1, 2024 through March 31, 2027, for the Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide ethernet service, for the period of September 1, 2024 through March 31, 2027, for the Sheriff's Office, be, and it is hereby approved for issuance of a contract by the Procurement Division to Comcast Business, P.O. Box 4928, Oak Brook, IL 60522-4928, for a contract total amount not to exceed \$162,240, per lowest responsible bid #21-104-IT.

Enacted and approved this 8th day of October, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 24-2591	RFP, BID, QUOTE OR RENEWAL #: 21-104-IT	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$162,240.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 10/01/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$162,240.00
	CURRENT TERM TOTAL COST: \$162,240.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Comcast Business	VENDOR #: 12382	DEPT: Sheriff's Office	DEPT CONTACT NAME: Jason Snow
VENDOR CONTACT: Erica Zaspal	VENDOR CONTACT PHONE: 630-824-8123	DEPT CONTACT PHONE #: 630-407-2072	DEPT CONTACT EMAIL: jason.snow@dupagesheriff.org
VENDOR CONTACT EMAIL: erica_zaspal@comcast.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Procurement of Comcast Internet service, based off of bid #21-104-IT			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Secured dedicated Internet connection.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
LOWEST RESPONSIBLE QUOTE/BID (QUOTE < \$25,000, BID ≥ \$25,000; ATTACH TABULATION)

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

SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Comcast Business	Vendor#: 12382	Dept: Sheriff's Office	Division: Budget
Attn: Erica Zaspal	Email: erica_zaspal@comcast.com	Attn: Colleen Zbilski	Email: colleen.zbilski@dupagesheriff.org
Address: P.O. Box 4928	City: Oak Brook	Address: 501 N County Farm Road	City: Wheaton
State: IL	Zip: 60522-4928	State: IL	Zip: 60187
Phone: 630-824-8123	Fax:	Phone: 630-407-2122	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Comcast Business	Vendor#: 10597	Dept: Sheriff's Office	Division: IT
Attn:	Email:	Attn: Jason Snow	Email: jason.snow@dupagesheriff.org
Address: PO Box 37601	City: Philadelphia	Address: 501 N County Farm Road	City: Wheaton
State: PA	Zip: 19101-0601	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-2072	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Sep 1, 2024	Contract End Date (PO25): Mar 31, 2027

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Ethernet Service	FY24	1000	4400	53250		7,500.00	7,500.00
2	1	EA		Ethernet Service	FY24	1000	4400	53260		8,100.00	8,100.00
3	1	EA		Ethernet Service	FY25	1000	4400	53250		30,000.00	30,000.00
4	1	EA		Ethernet Service	FY25	1000	4400	53260		32,400.00	32,400.00
5	1	EA		Ethernet Service	FY26	1000	4400	53250		30,000.00	30,000.00
6	1	EA		Ethernet Service	FY26	1000	4400	53260		32,400.00	32,400.00
7	1	EA		Ethernet Service	FY27	1000	4400	53250		10,500.00	10,500.00
8	1	EA		Ethernet Service	FY27	1000	4400	53260		11,340.00	11,340.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 162,240.00

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



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
TELECOMMUNICATION SERVICES 21-104-IT
BID TABULATION

✓

✓

Criteria	Available Points	AT&T BUSINESS	COMCAST BUSINESS	GRANITE
TECHNICAL SERVICES SPECIFICATIONS	25	25	17	5
IMPLEMENTATION SCHEDULE/AVAILABILITY	25	23	16	5
SERVICE AND SUPPORT	15	14	10	3
REFERENCES AND EXPERIENCE	10	8	8	1
Price (Scored by Procurement)	25	18	25	13
Total	100	86	76	27

Fee and Rate Proposal	\$ 2,804.64	\$ 2,000.00	\$ 3,760.00
Percentage of points	71%	100%	53%
Points awarded (wtd against lowest price)	18	25	13

NOTES

IT Department requires system redundancy for potential internet outages. Therefore, AT&T and Comcast Business will be both awarded.

Bid Opened On 12/22/2021, 2:00 CST by	NE, DW
Invitations Sent	5
Total Requesting Documents	2
Total Bid Responses Received	3

COMCAST
BUSINESS

COMCAST ENTERPRISE SERVICES MASTER SERVICES AGREEMENT (MSA)		
MSA ID#: IL-165907-mazad	MSA Term: 60 Months	Customer Name: DuPage County
CUSTOMER INFORMATION		
Primary Contact: Wendi Wagner		Primary Contact Address Information
Title: Deputy Chief Information Officer		Address 1: 421 N. County Farm Rd.
Phone: 630-407-5000		Address 2:
Cell: 630-878-2628		City: Wheaton
Fax:		State: IL
Email: wendi.wagner@dupageco.org		Zip Code: 60187

This Master Service Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide communications and other services ("Services") to the above Customer. The Agreement consists of this fully executed Master Service Agreement Cover Page ("Cover Page"), the Enterprise Services General Terms and Conditions ("General Terms and Conditions"), any written amendments to the Agreement executed by both parties ("Amendments"), the Product-Specific Attachment for the applicable Services ("PSA(s)") and each Sales Order accepted hereunder ("Sales Orders"). In the event of any inconsistency among these documents, precedence will be as follows: (1) this Cover Page (2) General Terms and Conditions, (3) PSA(s), and (4) Sales Orders. This Agreement shall be legally binding when signed by both parties and shall continue in effect until the expiration date of any Service Term specified in a Sales Order referencing the Agreement, unless terminated earlier in accordance with the Agreement.

The Customer referenced above may submit Sales Orders to Comcast during the Term of this Agreement ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the parties to execute a new MSA.

The Agreement shall terminate in accordance with the General Terms and Conditions. The General Terms and Conditions and PSAs are located at <http://business.comcast.com/terms-conditions-ent>. Use of the Services is also subject to the High-Speed Internet for Business Acceptable Use Policy ("AUP") located at <http://business.comcast.com/pdfs/Enterprise-Acceptable-Use-Policy.pdf>, and the High-Speed Internet for Business Privacy Policy (Privacy Policy) located at <http://business.comcast.com/pdfs/Enterprise-Privacy-Policy.pdf>. Comcast may update the General Terms and Conditions, PSAs, AUP and Privacy Policy from time to time upon posting to the Comcast website.

Services are only available to commercial customers in wired and serviceable areas in participating Comcast systems (and may not be transferred). Minimum Service Terms are required for most Services and early termination fees may apply. Service Terms are identified in each Sales Orders, and early termination fees are identified in the applicable Product Specific Attachments.

Comcast will assign a MSA ID# following execution of the Agreement by Customer, and will provide the MSA ID# to Customer in the invoice. Notwithstanding other terms in the Agreement, the Customer Information fields above may be hand written.

BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

CUSTOMER SIGNATURE (by authorized representative)	
Signature: <i>Signature on file</i>	
Name: <i>Joseph R. Bulawa</i>	
Title: <i>TELECOMMUNICATIONS MANAGER</i>	
Date: <i>3-9-2022</i>	
DocuSigned by: <i>Signature on file</i>	
COMCAST USE ONLY (by authorized representative)	
Signature: <i>Signature on file</i>	Sales Rep:
Name: <i>Michael Mafohey</i>	Sales Rep Email:
Title: <i>VP - channel sales</i>	Region:
Date: <i>3/9/2022</i>	Division:

COMCAST
BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

Page 1 of 3

MSA ID: IL-165907-mazd

SO ID: IL-165907-mazd 20973309

Account Name: The County of DuPage

CUSTOMER INFORMATION (Company)		SERVICE ADDRESS	
Primary Contact: Wendy Wagner	Billing Account Name: DuPage County	Address 1: 421 North County Farm Rd.	
Title: Director of Technology	Billing Name: (Not Entry Recommended)	Address 2:	
Address 1: 421 North County Farm Rd.	Billing Contact: Wendy Wagner	City: Wheaton	
Address 2:	Title: Director of Technology	State: IL	
City: Wheaton	Phone: 630 407 5151	Zip: 60187	
State: IL	Fax:	Fax: 630 407 5151	
Zip: 60187	Email: wendy.wagner@dupage.org	Fax Email: Yes	
Phone: 630 407 5151		Fax Email: (If Yes, please add fax email address)	
City:		Fax Email: (If Yes, please add fax email address)	
State:		Fax Email: (If Yes, please add fax email address)	
Zip:		Fax Email: (If Yes, please add fax email address)	
Phone:		Fax Email: (If Yes, please add fax email address)	
Fax:		Fax Email: (If Yes, please add fax email address)	
Email: wendy.wagner@dupage.org		Fax Email: (If Yes, please add fax email address)	

SUMMARY OF CHARGES (Monthly Billing)

Service Term (Months): 60

SUMMARY OF SERVICE CHARGES*

Current Monthly Recurring Charges:	\$0.00
Current Trunk Services Monthly Recurring Charges:	\$0.00
Total Current Monthly Recurring Charges (all Services):	\$0.00
Change Monthly Recurring Charges:	-\$1,600.00
Change Trunk Services Monthly Recurring Charges:	\$0.00
Change Monthly Recurring Charges (all Services):	-\$1,600.00
Total Monthly Recurring Charges:	\$2,200.00
Total Trunk Services Monthly Recurring Charges:	\$0.00
Total Monthly Recurring Charges (all Services):	\$2,200.00

SUMMARY OF STANDARD INSTALLATION FEES*

Total Standard Installation Fees:	\$0.00
Total Trunk Services Standard Installation Fees:	\$0.00
Total Standard Installation Fees (all Services):	\$0.00

SUMMARY OF CUSTOM INSTALLATION FEES*

Total Custom Installation Fee:	\$0.00
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SUMMARY OF MONTHLY EQUIPMENT FEES*

Current Services Equipment Fee Monthly Recurring Charges:	\$0.00
Current Trunk Services Equipment Fee Monthly Recurring Charges:	\$0.00
Current Equipment Fee Monthly Recurring Charges (all Services):	\$0.00
Change Services Equipment Fee Monthly Recurring Charges:	\$0.00
Change Trunk Services Equipment Fee Monthly Recurring Charges:	\$0.00
Change Equipment Fee Monthly Recurring Charges (all Services):	\$0.00
Total Service Equipment Fee Monthly Recurring Charges:	\$0.00
Total Trunk Service Equipment Fee Monthly Recurring Charges:	\$0.00
Total Equipment Fee Monthly Recurring Charges (all Services):	\$0.00

*Note: Charges included in the Service Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service. The existence of Hazardous Materials at the Service Location or a change in installation due to an Engineering Review may result in changes to the Custom and/or Standard Installation Fees payable by Customer.

GENERAL COMMENTS

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made in part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <http://business.comcast.com/terms-conditions> (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

COMPANY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THIS 911 NOTICE:

This Comcast Voice Services may have the 911 limitations specified below:

- In order for 911 calls to be properly directed to emergency services using the Voice Services, Comcast must have the correct service address and, where applicable, location details (Registered Service Location). Registered Service Location may include, subject to any character limitations, location details such as a floor and/or office number, in addition to street address, for each telephone number and extension used by the Customer. If the Service Location for any Voice Service feature is moved to a different location without Customer's advance written notification, 911 calls may be directed to the wrong emergency authority, may mislead the wrong address, emergency responders may be unable to locate the emergency on the premises and/or the Voice Services including 911 may fail altogether. Customer's use of a telephone number not associated with its geographic location or a failure to add sufficient time for a Registered Service Location change to be processed may also increase these risks.
- Customer is solely responsible for informing Comcast of initial Registered Service Locations for each telephone number and extension and of all changes to Registered Service Locations for the Voice Services, including subsequent moves, additions or deletions of stations. Customer is also responsible for programming its PBX system to reflect these Registered Service Locations. Customer will inform Comcast of changes to any Registered Service Location for each telephone number and extension by calling Comcast at 1-855-855-8555 or by opening a service ticket in the Comcast Care Center Portal. The contact number or website for making such updates are subject to change without notice.
- The Voice Services use electrical power in the Customer's premises, as well as the Customer's underlying broadband service. If there is an electrical power outage or underlying broadband service outage, 911 calling may be interrupted. Similarly, calls using the Voice Services, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network equipment failure, or another technical problem.
- If the Registered Service Location provided in conjunction with the use of Comcast Equipment is deemed to be in an area that is not supported for 911, Customer will have direct access to either basic 911 or emergency authority for that area in order to send help.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE 911 LIMITATIONS OF THE VOICE SERVICES

By signing below, Customer acknowledges, agrees to and accepts the terms and

DocuSigned by
Michael MaToney

Signature on file

Michael MaToney

VP - Channel Sales

3/9/2022

Signature on file
Joseph R. B. MaToney
Telecom Mgr
3-9-2022

COMCAST
BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: The County of DuPage

Date: 12/14/2021

MSA ID#: IL-165907-mazad

SO ID#: IL-165907-mazad-20973309

Short Description of Service:

Service Term: 60 MONTHS

PAGE 2 of 3

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
001	Renew	Remove	EDI - Network Interface - 10 Gig	Port	DuPage County Administration Bldg	-	Interstate	1	\$0.00	\$0.00
002	Renew	Remove	EDI - Bandwidth	2000 Mbps	DuPage County Administration Bldg	-	Interstate	1	(\$3,800.00)	\$0.00
003	Renew	Add	EDI - Network Interface - 10 Gig	Port	DuPage County Administration Bldg	-	Interstate	1	\$0.00	\$0.00
004	Renew	Add	EDI - Bandwidth	2000 Mbps	DuPage County Administration Bldg	-	Interstate	1	\$2,000.00	\$0.00
005	New	Add	IPv4 Static Address block (24 (254)	Static IP	DuPage County Administration Bldg	-	Interstate	1	\$200.00	\$0.00
006	-	-	-	-	-	-	-	-	\$0.00	\$0.00
007	-	-	-	-	-	-	-	-	\$0.00	\$0.00
008	-	-	-	-	-	-	-	-	\$0.00	\$0.00
009	-	-	-	-	-	-	-	-	\$0.00	\$0.00
010	-	-	-	-	-	-	-	-	\$0.00	\$0.00
011	-	-	-	-	-	-	-	-	\$0.00	\$0.00
012	-	-	-	-	-	-	-	-	\$0.00	\$0.00
013	-	-	-	-	-	-	-	-	\$0.00	\$0.00
014	-	-	-	-	-	-	-	-	\$0.00	\$0.00
015	-	-	-	-	-	-	-	-	\$0.00	\$0.00
016	-	-	-	-	-	-	-	-	\$0.00	\$0.00
017	-	-	-	-	-	-	-	-	\$0.00	\$0.00
018	-	-	-	-	-	-	-	-	\$0.00	\$0.00
019	-	-	-	-	-	-	-	-	\$0.00	\$0.00
020	-	-	-	-	-	-	-	-	\$0.00	\$0.00
021	-	-	-	-	-	-	-	-	\$5.00	\$0.00
022	-	-	-	-	-	-	-	-	\$0.00	\$0.00
023	-	-	-	-	-	-	-	-	\$0.00	\$0.00
024	-	-	-	-	-	-	-	-	\$0.00	\$0.00
025	-	-	-	-	-	-	-	-	\$0.00	\$0.00
026	-	-	-	-	-	-	-	-	\$0.00	\$0.00
027	-	-	-	-	-	-	-	-	\$0.00	\$0.00
028	-	-	-	-	-	-	-	-	\$0.00	\$0.00
029	-	-	-	-	-	-	-	-	\$0.00	\$0.00
030	-	-	-	-	-	-	-	-	\$0.00	\$0.00
031	-	-	-	-	-	-	-	-	\$0.00	\$0.00
032	-	-	-	-	-	-	-	-	\$0.00	\$0.00
033	-	-	-	-	-	-	-	-	\$0.00	\$0.00
034	-	-	-	-	-	-	-	-	\$0.00	\$0.00
035	-	-	-	-	-	-	-	-	\$0.00	\$0.00
036	-	-	-	-	-	-	-	-	\$0.00	\$0.00
037	-	-	-	-	-	-	-	-	\$0.00	\$0.00
038	-	-	-	-	-	-	-	-	\$0.00	\$0.00
039	-	-	-	-	-	-	-	-	\$0.00	\$0.00
040	-	-	-	-	-	-	-	-	\$0.00	\$0.00
041	-	-	-	-	-	-	-	-	\$0.00	\$0.00
042	-	-	-	-	-	-	-	-	\$0.00	\$0.00
043	-	-	-	-	-	-	-	-	\$0.00	\$0.00
044	-	-	-	-	-	-	-	-	\$0.00	\$0.00
045	-	-	-	-	-	-	-	-	\$0.00	\$0.00
046	-	-	-	-	-	-	-	-	\$0.00	\$0.00
047	-	-	-	-	-	-	-	-	\$0.00	\$0.00
048	-	-	-	-	-	-	-	-	\$0.00	\$0.00
049	-	-	-	-	-	-	-	-	\$0.00	\$0.00
050	-	-	-	-	-	-	-	-	\$0.00	\$0.00

* Services Location Details attached

Charges are Exclusive of Equipment Fees

PAGE 2 SUBTOTAL: (\$1,600.00) \$0.00

COMCAST
BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date: 12/14/2021

MSA ID#:

IL-155907-mazad

SO ID#:

IL-155907-mazad-20973369

Account Name:

The County of DuPage

PAGE 1 of 3

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
1	DuPage County Administration	451 North County Farm Rd		Vernon	IL	60187	\$0.00	Nickon Elminah		nickon.elminah@dupageccn.org	No
2											
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An updated Vendor Ethics Disclosure form has been requested.



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

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

File #: JPS-P-0027-24

Agenda Date: 10/1/2024

Agenda #: 7.D.

AWARDING RESOLUTION ISSUED TO
VERIZON WIRELESS
TO PROVIDE FIRSTNET SERVICE FOR TABLETS
FOR THE SHERIFF'S OFFICE
(CONTRACT TOTAL AMOUNT \$98,000)

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 to provide FirstNet service for tablets; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the Joint Purchase Master Contract #CMS793372P, the County of DuPage will contract with Verizon Wireless; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Verizon Wireless, to provide FirstNet service for tablets, for the period of August 15, 2024 through October 2, 2025, for the Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said to provide FirstNet service for tablets, for the period of August 15, 2024 through October 2, 2025, for the Sheriff's Office, be, and it is hereby approved for issuance of a contract by the Procurement Division to Verizon Wireless, 1701 Golf Road, Tower 2, Suite 100, Rolling Meadows, IL 60008, for a contract total amount not to exceed \$98,000, pursuant to Joint Purchase Master Contract #CMS793372P.

Enacted and approved this 8th day of October, 2024 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#: 24-2585	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$98,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 10/01/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$98,000.00
	CURRENT TERM TOTAL COST: \$98,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Verizon Business	VENDOR #: 10597	DEPT: Sheriff's Office	DEPT CONTACT NAME: Jason Snow
VENDOR CONTACT: Rob Pietrini	VENDOR CONTACT PHONE: 630-940-7453	DEPT CONTACT PHONE #: 630-407-2072	DEPT CONTACT EMAIL: jason.snow@dupagesheriff.org
VENDOR CONTACT EMAIL: robert.pietrini@verizon.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.). The tablets were purchased with integrated cards with service from Verizon while we were under the Verizon contract. Wireless service per the State of Illinois Master Contract #CMS793372P.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The tablets were purchased with integrated cards with service from Verizon while we were under the Verizon contract. By the end of FY24, all the tablets should be on AT&T FirstNet.			

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. Wireless service per the State of Illinois Master Contract #CMS793372P.
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). The tablets were initially put on Verizon when both the County and the Sheriff's Office were on Verizon, When the county made the decision to move to FirstNet, the tablets were already built and in the cars.

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: Verizon Business	Vendor#: 10597	Dept: Sheriff's Office	Division: Budget
Attn: Rob Pietrini	Email: robert.pietrini@verizon.com	Attn: Colleen Zbilski	Email: colleen.zbilski@dupagesheriff.org
Address: 1701 Golf Road Tower 2 Ste 100	City: Rolling Meadows	Address: 501 N County Farm Road	City: Wheaton
State: IL	Zip: 60008	State: IL	Zip: 60187
Phone: 630-940-7453	Fax:	Phone: 630-407-2122	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Verizon Business	Vendor#: 10597	Dept: Sheriff's Office	Division: IT
Attn:	Email:	Attn: Jason Snow	Email: jason.snow@dupagesheriff.org
Address: PO Box 16810	City: Newark	Address: 501 N County Farm Road	City: Wheaton
State: NJ	Zip: 07101-6810	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-2072	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Aug 15, 2024	Contract End Date (PO25): Oct 2, 2025

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		Fiber Net Service	FY24	1000	4400	53260		28,000.00	28,000.00
2	1	EA		Fiber Net Service	FY25	1000	4400	53260		70,000.00	70,000.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 98,000.00

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


STATE OF ILLINOIS
CONTRACT RENEWAL

Department of Innovation and Technology
JPMC Verizon Wireless Voice, Data, Equipment
CMS793372P

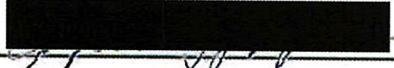


The undersigned Agency and Vendor, CELLCO PARTNERSHIP DBA VERIZON WIRELESS, (the Parties) agree that the following shall renew the Contract referenced herein. All terms and conditions set forth in the original Contract, not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this Renewal shall prevail.

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

VENDOR

Vendor Name: Cellco Partnership d/b/a Verizon Wireless	Address: One Verizon Way, Basking Ridge, NJ 07920
Signature: 	Phone: 217-836-9229 (Sales)
Printed Name: Todd Loccisano	Fax: 240-280-3686
Title: VP – Contract Management	Email: Provided in attached Contacts List.
Date: September 29, 2022	

STATE OF ILLINOIS

Procuring Agency: Innovation and Technology	Phone:
Street Address: 120 West Jefferson Street	Fax:
City, State ZIP: Springfield, IL 62702	
Official Signature: 	Date: 9/30/2022
Printed Name: Jennifer Ricker	by Jenifer L. Johnson, Chief of Staff
Official's Title: Secretary	
Legal Signature: 	Date: 9/30/22
Legal Printed Name: Matthew Runyen by Kristen L. Sweat	
Legal's Title: General Counsel by Deputy General Counsel	
Fiscal Signature: 	Date: 9/30/22
Fiscal's Printed Name: Mary Feagans	by DoIT Comptroller Christa Bull

Fiscal's Title: Acting Chief Fiscal Officer	
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STATE USE ONLY		NOT PART OF CONTRACTUAL PROVISIONS	
BB# 23-448DOIT-TELEC-R-142688		Project Title MC Verizon Wireless Voice, Data, Equipment	
Contract # CMS793372P		Procurement Method (IFB, RFP, Small, etc): RFP	
IPB Ref. #		IPB Publication Date: Award Code: B	
Subcontractor Utilization? <input type="checkbox"/> Yes <input type="checkbox"/> No		Subcontractor Disclosure? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source		Obligation #	
CPO 33 – General Counsel Approval:			
Signature		Printed Name Date	

1. **DESCRIPTION OF CONTRACT BEING RENEWED:** The Illinois Department of Innovation and Technology (DoIT) and CELLCO PARTNERSHIP DBA VERIZON WIRELESS are renewing Contract # CMS793372P for wireless voice (including push-to-talk/direct connect/walkie-talkie service), data airtime services, and wireless equipment. This is the final three (3) year renewal option. This is a joint purchase master contract ("JMPC") available to all governmental units and/or qualified not-for-profit agencies in Illinois.
2. **TERMS AND CONDITIONS:** This Renewal is on the same terms and conditions as the Contract being renewed except as changed and described herein. Specifically, the Contract is amended as follows:

The following clauses are added to **Section 4.10 Indemnification and Liability:**

4.10.1 DATA BREACH PREVENTION, NOTICE, AND REMEDIATION: Vendor shall ensure the security, storage, and integrity of the State's content, data, computers, networks, and systems (which may include the use of encryption technology to protect the State's content and data from unauthorized access). Notwithstanding anything to the contrary in this contract, to the extent that Vendor experiences or causes an information breach or security incident that impacts the State's data, content, computers, systems, or networks, Vendor shall immediately notify the State and will use best efforts to immediately remedy any such breach or incident, and to prevent any further breach or incident, at Vendor's expense, in accordance with applicable privacy rights, laws, regulations, policies, and standards, including but not limited to the Illinois Personal Information Protection Act (815 ILCS 530). Vendor shall reimburse the State for any and all reasonable costs incurred by the State in responding to, and mitigating damages caused by, any such breach or security incident, including all costs of notice and/or remediation.

4.10.2 DATA LOSS AND DAMAGE TO STATE COMPUTER SYSTEMS: Vendor shall adhere to all indemnification and liability obligations stated in this Contract and will remain liable where any damage or impairment to the State's computers, systems, and networks, or any loss or corruption of the State's data or content, is due to Vendor's negligent or intentional acts and omissions. Further, Vendor shall reimburse the State for any and all reasonable costs incurred by the State in restoring such data, content, computers, systems, or networks.

Section 4.19 Notices is replaced in its entirety with the following:

4.19 NOTICES: Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery or via courier (UPS, Federal Express or other similar and reliable carrier). Notices to Vendor and Notice to the State not sent via electronic mail shall be sent using the contact information as provided with the signatures. Notices to the State via electronic mail shall be sent as described in the contract list, titled SOI and Vendor Contacts for Notifications, which is attached to this Contract Renewal and may be updated from time to time by the State with notice to Verizon. All legal notices sent by electronic mail to DoIT pursuant to this Contract or as required by this Contract, shall include the DoIT General Counsel, at DoIT.GeneralCounsel@illinois.gov. Notices to the Vendor via electronic mail shall be sent as described in the contract list, titled SOI and Vendor Contacts for Notifications, which is attached to this Contract Renewal and may be updated from time to time by the Vendor with notice to the State. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

The following is a new Section 4.28:

4.28 COVID-19 PROTECTIONS: In response to the COVID-19 pandemic, Governor J.B. Pritzker issued Executive Orders 2021-22 and 2021-23. These Executive Orders mandate certain contractors shall use face coverings, have COVID-19 vaccinations, or undergo testing for COVID-19 when in indoor public places, Health Care Facilities, Schools, Institutions of Higher Education, and State-owned and operated congregate facilities. Vendor shall adhere to the requirements of these Executive Orders as applied by the Agency. The Agency may also implement vaccination or testing requirements that exceed those in the Executive Orders.

- 3. **RENEWAL TERM:** This RENEWAL shall begin October 3, 2022 and shall run through October 2, 2025.
- 4. **COSTS:** Pricing for the products and services included in the Contract during the first renewal term shall remain unchanged. Pricing for products and services added with this second Contract renewal are provided in the revised comprehensive State of Illinois Pricing Catalog attached to this Contract renewal.
- 5. **MAXIMUM AMOUNT:** The total payments under this contract shall not exceed \$N/A without a formal amendment.
- 6. **SUBCONTRACTORS:** Will subcontractors be utilized? ☒ Yes ☐ No

As also provided in the Utilization Plan attached to this renewal, the Business Enterprise Program (BEP) and Veteran Small Business (VSB) certified vendor goals only apply to Dollars Subject to the Goal (amount remaining after exemptions are subtracted), which the State, including the Department of Innovation and Technology (DoIT), the BEP Council, and the Council on Equity and Inclusion, determined is eight percent (8%) of the total DoIT purchases during the Second Renewal, with remaining amounts being exempt from the Dollars Subject to the Goal. At the time of the Second Renewal, the estimated Dollars Subject to the Goal is three million two hundred thousand Dollars (\$3,200,000), which is eight percent (8%) of the total estimated DoIT purchases (\$40M) during the Second Renewal. The total required BEP and VSB spend during the Second Renewal is accordingly estimated at \$704,000 (22% of Dollars Subject to the Goal) and \$96,000 (3% of Dollars Subject to the Goal) respectively.

The above estimates of \$40M, \$3.2M, \$704,000, and \$96,000 are included for illustration purposes only, and the BEP and VBP subcontracting goals of 22% and 3% respectively apply to Dollars Subject to the Goal (as defined above) based on the actual amount of total DoIT purchases during the Second Renewal.

Subcontractors Added or Continuing during Third Renewal Period

- Subcontractor Name: ARQ LLC, d/b/a ARQ

Amount to be paid: 15% of Dollars Subject to the Goal.

Address: 3002 Dow Avenue, Suite 416, Tustin, California 92780

Description of work: Professional services and equipment relating to cellular coverage enhancement in State-owned or occupied buildings.
- Subcontractor Name: Fidelity Print Communications

Amount to be paid: 5% of Dollars Subject to the Goal

An updated Vendor Ethics Disclosure form has been requested.



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

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

File #: JPS-P-0026-24

Agenda Date: 10/1/2024

Agenda #: 6.B.

AWARDING RESOLUTION ISSUED TO
REAL TIME NETWORKS, INC.
FOR THE PURCHASE OF AN ASSETTRACER LOCKER MANAGEMENT SYSTEM
FOR THE SHERIFF'S OFFICE
(CONTRACT TOTAL AMOUNT \$93,524)

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

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Real Time Networks, Inc., for the purchase of an AssetTracer Locker Management System, for the period of October 9, 2024 through October 8, 2025, for the Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED, that said contract is for purchase of an AssetTracer Locker Management System, for the period of October 9, 2024 through October 8, 2025 for the Sheriff's Office per 21354646324, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Real Time Networks, Inc., 16-1833 Coast Meridian Road, Port Coquitlan, BC V3C 6GS, for a contract total amount of \$93,524.

Enacted and approved this 8th day of October, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: JPS-P-0026-24	RFP, BID, QUOTE OR RENEWAL #: 21354646324	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$93,524.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 10/01/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$93,524.00
	CURRENT TERM TOTAL COST: \$93,524.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: REAL TIME NETWORKS INC.	VENDOR #:	DEPT: Sheriff's Office	DEPT CONTACT NAME: Jason Snow
VENDOR CONTACT: TARA SADLER	VENDOR CONTACT PHONE: 1-800-331-2882	DEPT CONTACT PHONE #: 6304072072	DEPT CONTACT EMAIL: jason.snow@dupagesheriff.org
VENDOR CONTACT EMAIL: tara.sadler@realtimenetworks.com	VENDOR WEBSITE: www.realtimenetworks.com	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). This is to replace our evidence lockers and secure refrigerator. This vendor is on Sourcewell contract: 110923-DBM			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Our current solution needs to have proper chain-of-custody logging. We are currently using old school lockers that are secured with padlocks. The new system will provide user logs for all aspects of chain of custody. The access is tied to the user ID card. Currently, we have a single refrigerator for all the kits that need to be refrigerated, which is also secured with a padlock. The new locker system comes with a locked refrigerator unit which will also track chain of custody.			

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. The vendor is on Sourcewell (110923-DBM) and has ready availability for delivery and installation.
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). Maintain the status quo using an antiquated system, search for another vendor which will delay installation or proceed with this purchase

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: REAL TIME NETWORKS INC.	Vendor#:	Dept: DuPage County Sheriff's Office	Division: Budget
Attn: TARA SADLER	Email: tara.sadler@realtimenetworks.com	Attn: Colleen Zbilski	Email: Colleen.Zbilski@dupagesheriff.org
Address: 16-1833 Coast Meridian Road	City: Port Coquitlam	Address: 501 N County Farm RD	City: Wheaton
State: BC	Zip: V3C 6G5	State: IL	Zip: 60187
Phone: 1-800-331-2882	Fax:	Phone: 630-407-2122	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: REAL TIME NETWORKS INC.	Vendor#:	Dept: DuPage County Sheriff's Office	Division: IT
Attn: TARA SADLER	Email: tara.sadler@realtimenetworks.com	Attn: Jason Snow	Email: jason.snow@dupagesheriff.org
Address: 16-1833 Coast Meridian Road	City: RoadPort Coquitlam	Address: 501 N County Farm RD	City: Wheaton
State: BC	Zip: V3C 6G5	State: IL	Zip: 60187
Phone: 1-800-331-2882	Fax:	Phone: 630-407-2072	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Oct 9, 2024	Contract End Date (PO25): Oct 8, 2025

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA	see attached quote	AssetTracer Locker Management System - 38 Compartment Single Sided Evidence Locker	FY24	6000	4700	54100		48,195.00	48,195.00
2	1	EA		Refridgerated 6- Compartment Locker	FY24	6000	4700	54100		44,666.00	44,666.00
3	2	EA		RTNHub software Yearly Licence for Asset Tracer, per Terminal	FY24	6000	4700	54100		1,500.00	3,000.00
4	1	EA		Shipping, excluding all duties, fees, import taxes and other charges	FY24	6000	4700	54100		2,550.00	2,550.00
5	1	EA		Onsite Technical Services & Installation & Remote Training	FY24	6000	4700	54100		4,400.00	4,400.00
6	1	EA		Approved Multi-System 10%	FY24					-9,287.00	-9,287.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 93,524.00

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

**Solicitation Number: RFP #110923****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and DeBourgh Mfg. Co. dba DeBourgh All-American Lockers, 27505 Otero Avenue, La Junta, CO 81050 (Supplier).

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

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

1. TERM OF CONTRACT

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

EXPIRATION DATE AND EXTENSION. This Contract expires December 29, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

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

2. EQUIPMENT, PRODUCTS, OR SERVICES



Date: March 14, 2024

Re: KeyTracer & AssetTracer Control Cabinets

Please be advised that Real Time Networks is an authorized distributor, representative, and certified installer for DeBourgh Manufacturing products and authorized to execute on behalf of DeBourgh's Sourcewell contract number 110923-DBM. DeBourgh Manufacturing products include all locker systems supplied by DeBourgh as well as any items incidental to the installation of those locker systems.

Real Time Networks is the technology partner which adds the intelligence and software included in all of the locker units as well as the sales, installation, and support arms of the products, as it relates to the KeyTracer and AssetTracer.

If you should have questions, please feel free to contact me.

Sincerely, —

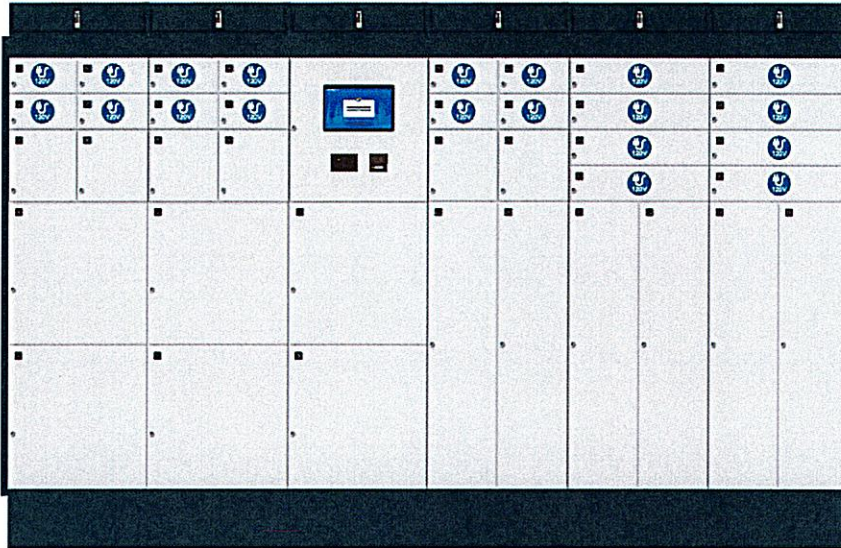
Signature on file,

Patrick Berg
President/CEO
DeBourgh Manufacturing
719-469-3142
pberg@debourgh.com



**Proven solutions
for managing
mission critical
assets and keys.**

PROPOSAL PREPARED FOR:
JASON SNOW, INFORMATION TECHNOLOGY
OPERATIONS MANAGER
DUPAGE SHERIFF'S OFFICE
21354646324
09/23/2024



Overall Dimensions:
74" High x 122" Wide x 18" Deep
Floor Standing on 8" Base

Special Notes:
Door number stickers on each door

Power Requirements
Terminal Compartment
Draw @ Peak: 5.5A
Expected Draw: 0.64A
Suggested # of 15A Circuits: 1

In-Compartment 120v
Total Devices: 8
Total Amps: TBD
Suggested # of 15A Circuits: TBD

SKU List
1x AT2-TM-FW-04U-2020-CR-BC
3x Half Module, Medium 2 Door, Solid
3x Half Module, Small 4 Door, Solid
2x Module, Wide 4 Door, Solid
3x Module, Double Tall 2 Door, Solid
6x Module, Tall 1 Door, Solid

Internal Dimensions
WxDxH
6x 7.6" x 14" x 8.8"
12x 7.6" x 14" x 3.9"
6x 7.6" x 14" x 38.2"
8x 17.5" x 14" x 3.9"
6x 17.5" x 14" x 18.6"

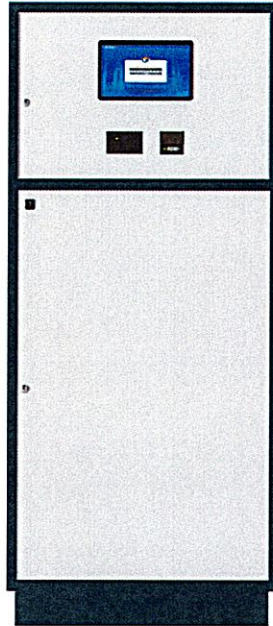
Use Case: Evidence Management
Revision #: 3
Date Produced: 08/28/24
Sales Rep: Tara S.



120V outlet available in these compartments

DuPage County Sheriff
Refrigerated Lockers

Refrigerated Locker
Non Pass Through



Overall Dimensions:
67.5" High x 30" Wide x 27" Deep

Special Notes:
Refrigerated locker
Door label stickers on each door

Power Requirements
Terminal Compartment
Draw @ Peak: 15A
Expected Draw: 10A
Suggested # of 15A Circuits: 1

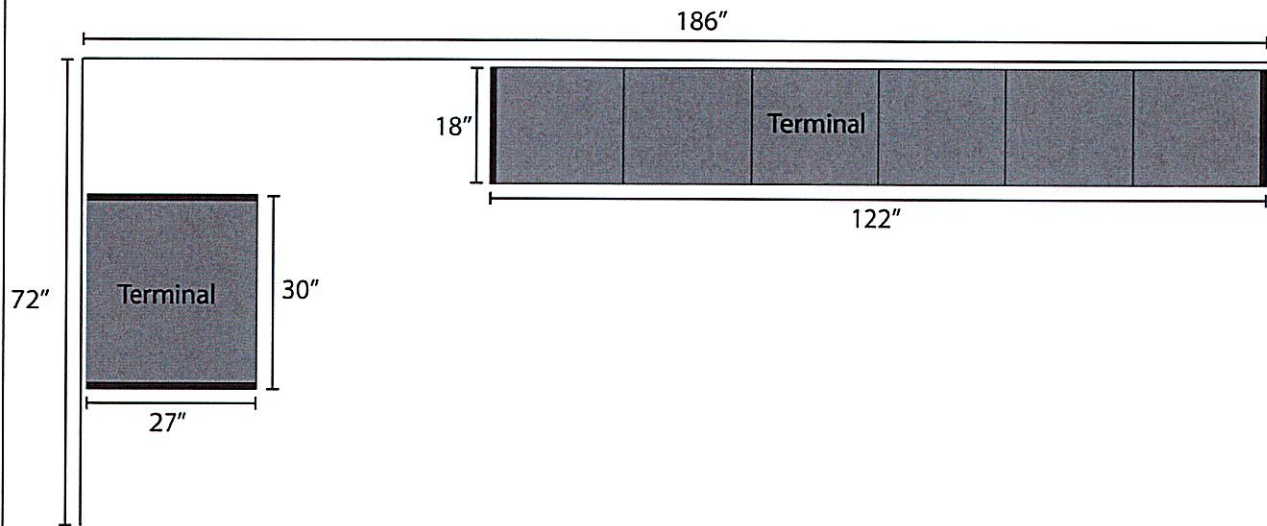
SKU List
1x AT2-TM-FW-04U-2020-CR-BC
1x Refrigerated lockers

Internal Dimensions
WxDxH
6x 3.5" H x 24" D x 8.2" W

Use Case: Evidence Management
Revision #: 4
Date Produced: 08/28/24
Sales Rep: Tara S.

PRODUCT IMAGES

DuPage County Sheriff
Evidence Locker Layout
Ver. 2.0
JM





REAL TIME NETWORKS INC.
 Head Office: 16-1833 Coast Meridian Road
 Port Coquitlam, BC, V3C 6G5
 www.realtimenetworks.com
 Phone: 1-800-331-2882
 Fax: 604-941-8480

QUOTATION-21354646324
 Sourcewell: 110923-DBM

ATTN: JASON SNOW, INFORMATION TECHNOLOGY OPERATIONS MANAGER
 DUPAGE SHERIFF'S OFFICE
 501 NORTH COUNTY FARM ROAD
 WHEATON, IL
 60187

September 23, 2024

QUOTATION PREPARED BY: TARA SADLER

Part #	Qty.	Description	Unit Price	Ext. Price
		AssetTracer Locker Management System - 38 Compartment Single Sided Evidence Locker		
AT2-TM-FW-04U-2020-BC-CF	1	AT2 - Terminal for Barcode Reader and Card Reader	\$48,195.00	\$48,195.00
USB HID-POS	1	Barcode Reader/Scanner		
RDR-800W1AKU-C72	1	Prox Card Reader		
Laptop Solid	2	Module, Wide 4 Door, Steel		
Full Size Solid	6	Module, Tall 1 Door, Steel		
Half Cell Phone Solid	3	Half Module, Small 4 Door, Steel		
Half Small Solid	3	Half Module, Medium 2 Door, Steel		
Short Gun Solid	3	Module, Double Tall 2 Door, Steel		
AT2-ST-FW-6018-ASSY	2	AT2 - Top, Slope, 3 Full Wide, Assy. 60W X 18D X 07H		
AT2-CB-FW-201508-ASSY	6	AT2 - Base, Closed, Full Wide, Assy. 20W X 15D X 08H		
120V	20	120V Power Cable to Compartment, per Door fee		
AT4053-S	1	Door and Locker Sticker Labels (grey over black), per Locker Assembly		
		1 Refrigerated 6-Compartment Locker	\$44,666.00	\$44,666.00
		Includes terminal, card access, barcode reader and software		
		Approved Multi-System 10%	(\$9,287.00)	(\$9,287.00)
		System Subtotal		\$83,574.00
		Annual Fees	\$1,500.00	\$3,000.00
RTN-HUB	2	RTNHub software Yearly Licence for Asset Tracer, per Terminal		
		Additional Fees		
		1 Shipping, excluding all duties, fees, import taxes and other charges	\$2,550.00	\$2,550.00
		1 Onsite Technical Services & Installation & Remote Training	\$4,400.00	\$4,400.00
TOTAL QUOTE				\$93,524.00
QUOTE IS VALID UNTIL OCT 10th 2024				

The client is responsible for arranging the installation and availability of all necessary data connections and electrical power for the equipment. Specifically, this includes ethernet cabling for network connections and appropriate power outlets. These facilities should be set up in accordance with the load requirements of the installed equipment and should comply with local electrical codes. Please note that our quotes do not cover the provision of ethernet or power cabling to the location where the equipment will be installed.

All Prices are in US Dollars. See Terms and Conditions

Payment Terms: 50% deposit on order placement, 50% due upon delivery

GOODS WILL NOT BE SHIPPED UNTIL THE DEPOSIT IS PAID IN FULL. FAILURE TO PROVIDE THE DEPOSIT WILL RESULT IN A SHIPPING DELAY.

1 Year Limited Hardware and Software Warranty

By signing below, I/we, acknowledge and accept the terms of the quote provided, and agree to move forward with the products and services as outlined.

Signature

Date

1. **Applicability.** These terms and conditions of sale ("Terms") and any other terms referenced in these Terms are the only terms which govern the sale of the goods ("Goods"), license of software ("Software"), and provision of services ("Services"), and collectively the "Work") by Real Time Networks Inc. ("RTN") to the customer ("Customer"), all as identified in RTN's quotation ("Sales Quotation") and any RTN-provided schedule or exhibit. The Sales Quotation, these Terms, any RTN-provided schedules and exhibits, and any applicable software license agreement (collectively, this "Agreement") comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Customer's general terms and conditions of purchase regardless of whether or when Customer has submitted its purchase order or such terms. Fulfillment of Customer's order does not constitute acceptance of any of Customer's general terms and conditions of purchase and does not serve to modify or amend these Terms. Commencement by RTN of any part of the Work at Customer's request shall constitute Customer's agreement that this Agreement governs the provision of the Work.

2. **Delivery of Goods.** RTN will deliver the Goods within a reasonable time after the later of: (a) receipt of Customer's purchase order or Sales Quotation, signed by the Parties; and (b) receipt by RTN of Initial Payment. Unless otherwise agreed in writing by the Parties, RTN shall deliver the Goods to Customer's address specified in the Sales Quotation (the "Delivery Point") using RTN's standard methods for packaging and shipping such Goods. Delivery shall be made DAP Delivery Point, according to Incoterms 2020. RTN may make partial shipments of Goods to Customer.

3. **Inspection.** Customer shall inspect the Goods within 3 days of receipt ("Inspection Period"). Customer will be deemed to have accepted the Goods unless it notifies RTN in writing during the Inspection Period of any Goods which do not conform to the specifications in the Sales Quotation and furnishes such written evidence or other documentation as reasonably required by RTN. If Customer timely notifies RTN of any such nonconforming Goods, RTN shall, in its sole discretion, (i) replace such nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such nonconforming Goods.

4. **Restocking Fee for Certain Stock Items.** For Goods which RTN deems resalable stock Goods, at RTN's sole discretion, Customer may return such stock Goods within 10 days after delivery provided that: (a) RTN authorizes the return; (b) such stock Goods are new, unused, and in original packaging; (c) Customer pays a minimum 25% restocking charge; and (d) Customer pays all costs related to return shipping, including duties and taxes.

5. **Software.** RTN supplies Goods with certain Software, whether standard or custom-developed. All Software is licensed or provided as a service and is not sold. Software is subject to the separate agreements provided by RTN, including but not limited to any software license agreements, end user license agreements, operating manuals or other documentation ("software license agreements"). Customer agrees that it will be bound by such software license agreements. If there is a conflict or inconsistency between this Agreement and those of a software license agreement, the terms of the software license agreement will control. If a software license agreement or other license terms are not separately agreed or do not accompany Software included with the Goods, then RTN hereby grants Customer a non-exclusive, revocable, non-assignable right to access and use such Software solely as necessary for Customer to operate the Goods. Nothing in this Agreement shall be construed to grant any rights or license to use any Software in any manner or for any purpose not expressly permitted by the applicable software license agreement. For a period of 12 months after delivery of the Goods, RTN will provide Customer, at no additional charge, with (a) all software updates that RTN may, in its sole discretion, make generally available to its buyers of Goods ("Updates"); and (b) technical support services for the Goods and Software by email, telephone, and video conference, as reasonably determined by RTN. Customer will install all updates as soon as practicable after receipt. RTN shall provide Customer with additional Updates and technical support services after the initial 12 months SOLELY if Customer purchases such Updates and technical support services pursuant to separate Extended Service Plan (ESP) or similar agreement. Customer may be required to pay annual recurring fees for some Software and/or Services after the initial 12 months if indicated on the Sales Quotation. Such Software may lose some or all functionality and such Services may not be provided if such annual recurring fees are not paid by Customer.

6. **Performance of Services.** RTN shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Quotation, and any such dates shall be estimates only. Customer shall (a) cooperate with RTN

in all matters relating to the Services and provide such access to Customer's premises and other facilities as may reasonably be requested by RTN for the purposes of performing the Services; (b) respond promptly to any RTN request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for RTN to perform Services; (c) provide such materials or information as RTN may reasonably request to carry out the Services in a timely manner; and (d) ensure that Customer materials or information are complete and accurate in all material respects.

7. **Customer's Acts or Omissions.** If RTN's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, RTN shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

8. **Compensation: Payment Terms.**

8.1 **Price.** Customer shall purchase the Goods and Services from RTN at the prices set out in the Sales Quotation ("Contract Price"). The Contract Price excludes withholding, sales, use, excise and other taxes imposed by any governmental authority on any amounts payable by Customer.

8.2 **Payment Terms.** Unless otherwise agreed in writing by RTN, Customer shall pay (a) 50% of the Contract Price by the earlier of (a) 30 days of execution of this Agreement, and (b) notice of readiness to ship ("Initial Payment"); and (b) 50% of the Contract Price within 30 days of delivery of the Goods to the Delivery Point. Past due invoices will bear interest at a rate of 1.5% per month calculated daily and compounded monthly (which is equivalent to 19.56% per annum compounded annually). RTN is entitled to, without liability of any kind, stop work in the event any payment becomes past due. Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with RTN.

9. **Changes.** Any changes requested by Customer to the Goods, Software, or Services will be subject to mutual agreement of the Parties in writing and equitable adjustment in the Contract Price and any estimated schedule for delivery of Goods or provision of Services.

10. **Work on Customer's Site.** RTN is not responsible to and does not have authority to control, direct or supervise construction, construction means, methods, techniques, sequences, or safety measures and programs. RTN shall comply with all health, safety and environmental legislation, regulations, policies, procedures and standards applicable at any Customer site.

11. **Limited Warranty.**

11.1 **Warranty – Goods.** RTN warrants to Customer that Goods will materially conform to RTN's published specifications in effect as of the date of shipment and will be free from material defects in material and workmanship ("Goods Warranty"). For a period of 12 months from the date of delivery of the Goods, for any Goods which do not meet the Goods Warranty, RTN shall, in its sole discretion, either: (a) repair or replace such Goods (or the defective part) or (b) credit or refund the price of such Goods at the pro rata contract rate provided that, if RTN so requests, Customer shall, at RTN's expense, return such Goods to RTN.

11.2 **Warranty – Services.** RTN warrants to Customer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services ("Services Warranty"). For a period of 90 days after completion of any Services, RTN shall re-perform any Services which do not meet the Services Warranty.

11.3 **DISCLAIMER.** EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION 11, RTN MAKES NO CONDITION OR WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, SERVICES AND SOFTWARE, INCLUDING ANY (A) CONDITION OR WARRANTY OF MERCHANTABILITY; OR (B) CONDITION OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. THE REMEDIES SET FORTH IN SECTION 11 SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND RTN'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 11.

12. **Indemnification.** RTN shall defend and indemnify Customer from and against any losses, damages, claims, judgments, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are awarded against Customer arising out of any third-party claim alleging that

Customer's use of any of the Goods or Services infringes any intellectual property right of a third party. The foregoing obligation will not apply to the extent that the alleged infringement arises from: (a) use of the Goods or Services in combination with data, software, hardware, equipment, or technology not provided by RTN or authorized by RTN in writing; (b) modifications to the Goods or Services not made by RTN; or (c) third-party products.

13. LIMITATION OF LIABILITY.

13.1 LIABILITY NOT EXCLUDED. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE RTN'S LIABILITY: (A) FOR ANY MATTER IN RESPECT OF WHICH IT WOULD BE UNLAWFUL FOR RTN TO EXCLUDE OR RESTRICT LIABILITY; (B) THIRD-PARTY CLAIMS THAT ARE SUBJECT TO INDEMNIFICATION UNDER SECTION 12; OR (C) RTN'S LIABILITY FOR FRAUD, OR FOR PERSONAL INJURY OR DEATH CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

13.2 LIMITATIONS ON LIABILITY. SUBJECT TO SECTION 13.1 AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, IN NO EVENT SHALL: (A) RTN BE LIABLE FOR ANY LOSS OF PROFIT, LOSS OF GOODWILL, LOSS OF REVENUES, LOSS OF DATA, LOSS CAUSED BY DELAY, OR FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL LOSS OR DAMAGE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT; AND (B) RTN'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED 100% OF THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO RTN UNDER THIS AGREEMENT.

14. Insurance. During the term of this Agreement, RTN shall, at its own expense, maintain and carry insurance in full force and effect including, but not limited to, (a) commercial general liability (including bodily injury and property damage, products – completed operations, and personal injury and advertising injury) with a limit of USD \$5,000,000 per occurrence and in the aggregate; and (b) errors and omission liability (including information loss risk and communications risk) with a limit of USD \$2,000,000 per occurrence and in the aggregate. RTN shall ensure that all foregoing insurance policies: (i) are issued by insurance companies with a Best's Rating of no less than A-; (ii) provide Customer with 30 days' advance written notice in the event of a cancellation in RTN's insurance policy; (iii) except where prohibited by law, name Customer as an additional insured; and (iv) provide that such insurance be primary and non-contributory. RTN shall, at its own expense, maintain and carry in full force and effect a worker's compensation and insurance account in good standing with the applicable provincial workers' compensation board and provide evidence of its registration. Upon Customer's request, RTN shall provide Customer with a certificate of insurance for insurance coverages required by this Section 14.

15. Compliance with Laws. Each Party shall at all times (a) comply with all federal, state, provincial, and local laws, ordinances, regulations, and orders, and (b) obtain and maintain all certifications, credentials, authorizations, licenses, and permits, that are materially necessary and applicable to the operation of its business and to the performance of its obligations under this Agreement. The Customer shall not, and shall not permit any third parties to, directly or indirectly, export, re-export, or release any Goods or Software to any jurisdiction or country to which, or any party to whom, the export, re-export, or release of any Goods or Software is prohibited by applicable federal or foreign law, regulation, or rule.

16. Termination. Either Party may terminate this Agreement immediately by serving written notice on the other Party if the other Party (a) commits a breach of any of its major obligations under this Agreement which is not capable of remedy or which is capable of remedy but is not rectified within 14 days of receipt of notice of the breach; or (b) is subject to voluntary or involuntary bankruptcy proceedings or becomes insolvent.

17. Confidential Information. All non-public, confidential or proprietary information of a Party ("Disclosing Party"), including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Disclosing Party to the other Party ("Receiving Party"), whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless

authorized in advance by Disclosing Party in writing. Upon Disclosing Party's request, Receiving Party shall promptly return all documents and other materials received from Disclosing Party. Disclosing Party shall be entitled to injunctive relief for any violation of this Section 17. This Section 17 does not apply to information that is: (a) in the public domain; (b) known to Receiving Party at the time of disclosure; or (c) rightfully obtained by Receiving Party on a non-confidential basis from a third party.

18. Intellectual Property Rights. Customer acknowledges that, as between Customer and RTN, RTN owns all intellectual property rights in and to the Software and Documentation and, with respect to Software provided by a third-party, the applicable third-party Software provider owns all right, title, and interest, including all intellectual property rights, in and to such Software.

19. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's reasonable control.

20. Governing Law. This Agreement and all matters arising out of or relating to this Agreement, including tort and statutory claims, are governed by, and construed in accordance with, the laws of the state or province in which the Delivery Point is located. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

21. Dispute Resolution. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by: (a) if the Delivery Point is in Canada or any country which is not the United States, the Vancouver International Arbitration Centre in accordance with its Domestic Arbitration Rules, and the place of arbitration shall be Vancouver, British Columbia, Canada; or (b) if the Delivery Point is in the United States, the American Arbitration Association in accordance with its Commercial Arbitration Rules, and the place of arbitration shall be the city nearest the Delivery Point, or as otherwise agreed by the Parties. The number of arbitrators shall be 1. The award shall be final and binding on the Parties and may be entered and enforced in any court having jurisdiction.

22. Notices. All notices, requests, consents, claims, demands, ~~waivers~~ and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth in the Agreement or to such other address that may be designated by the receiving Party in writing. All Notices must be delivered by personal delivery; nationally recognized overnight courier, certified or registered mail (in each case, return receipt requested, postage prepaid); or (except for commencement of proceedings) email (with confirmation of receipt, such as "read receipt" function, return email, or other form of written acknowledgment). A Notice is effective only (a) upon receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section 22.

23. Miscellaneous. Capitalized terms have the meanings set out in this Agreement. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement or invalidate or render unenforceable such provision in any other jurisdiction. Any provision that, in order to give proper effect to its intent, should survive expiration or termination of this Agreement, shall survive the expiration or earlier termination of this Agreement. Any amendment to this Agreement must be in writing and executed by both Parties. RTN may assign any of its rights or delegate any of its obligations to any affiliate or to any party acquiring all or substantially all of RTN's assets. No waiver by a Party of any of the provisions in this Agreement is effective unless explicitly set forth in writing and signed by such Party. No waiver by a Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different nature, and whether occurring before or after that waiver. This Agreement may be executed in counterparts (each of which is deemed an original, but all of which together is deemed to be one and the same agreement) and delivered by facsimile or by e-mail in Portable Document Format ("PDF"). There are no intended third-party beneficiaries of this Agreement. The Parties have expressly requested that this Agreement and all related documents be drafted in English only. *Les Parties aux présentes ont demandé que la présente convention et tous les documents qui y sont afférents soient rédigés en anglais seulement.* If this Agreement is translated into any other language, the English language version shall prevail.

Private and Confidential

Jason Snow, Information Technology Operations Manager
Dupage Sheriff's Office
501 N. County Farm Road
Wheaton, IL 60187

September 24, 2024

Dear Mr. Snow,

Subject: Waiver of Deposit Requirement for Evidence Locker

We are writing in response to your recent inquiry regarding the purchase of an AssetTracer Evidence Locker, as detailed in our Sales Quotation No. 21354646324 dated September 24, 2024.

At Real Time Networks Inc. (RTN), our standard practice is to require a 50% initial deposit upon the execution of the agreement, with the balance due upon delivery. However, after careful consideration of your request, we are pleased to waive the initial deposit requirement for this specific transaction.

Accordingly, we will issue an invoice for the full contract price at the time of shipment. We expect that payment will be made promptly upon receipt of the invoice, without delay, consistent with our agreed terms.

This letter confirms the waiver of the initial deposit requirement and underscores our mutual understanding that full payment will be due at the time of shipment.

We value your business and are dedicated to meeting your needs. Should you have any questions or require further clarification, please feel free to contact us.

Sincerely,



Mike French, CEO





Required Vendor Ethics Disclosure Statement

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

Date: Sept. 5, 2024

Bid/Contract/PO #: _____

Company Name: <u>Real Time Networks Inc.</u>	Company Contact: <u>Katie Callon</u>
Contact Phone: <u>(800) 331-2882</u>	Contact Email: <u>vendorinfo@realtimenetworkks.com</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

Printed Name

Michael French

Title

CEO

Date

Sept. 5, 2024

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)



HS Change Order with Resolution

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

File #: HS-CO-0002-24

Agenda Date: 10/1/2024

Agenda #: 7.F.

AMENDMENT TO COUNTY CONTRACT 7187-0001 SERV
ISSUED TO CARAHSOFT TECHNOLOGY CORPORATION
(INCREASE CONTRACT \$2,630.90)

WHEREAS, Contract 7187-0001 SERV was approved and adopted by the County Board on July 9, 2024; and

WHEREAS, the Human Services Committee recommends changes as stated in the Change Order notice to contract 7187-0001 SERV, issued to Carahsoft Technology Corporation to provide a survey system for Community Services to collect and maintain resident satisfaction results post County services, collect community Needs Assessment data and provide other surveying services; to increase the contract to allow for five user licenses for FY24, in the amount of \$2,630.90, for a contract total not to exceed \$29,050.90, an increase of 9.96%.

NOW, THEREFORE BE IT RESOLVED that County contract 7187-0001 SERV covering said, to add five license users to provide a survey system for Community Services to collect and maintain resident satisfaction results post County services, be increased by \$2,630.90, for a contract total, not to exceed \$29,050.90, an increase of 9.96%.

Enacted and approved this 8th day of October, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

HS 10/1
FI + CB 10/8

Date: Sep 11, 2024

MinuteTraq (IQM2) ID #: 24-2572

Purchase Order #: 7187	Original Purchase Order Date: Jul 1, 2024	Change Order #: 1	Department: Community Services
Vendor Name: CARAHSOFT TECHNOLOGY CORPORATION		Vendor #: 12819	Dept Contact: Gina Strafford
Background and/or Reason for Change Order Request: <ul style="list-style-type: none">- Decrease line 4 by \$6,710- Increase PO value by \$2,630.90 to allow for 5 user licenses to be acquired for FY24.- Create new line for 5000-1555 Account 53807, Activity RETROFITS24 for \$9,340.90 (\$6,710 + \$2,630.90 increase)			
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

- ☒ (A) Were not reasonably foreseeable at the time the contract was signed.
- ☐ (B) The change is germane to the original contract as signed.
- ☐ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$26,420.00
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$26,420.00
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$2,630.90
E	New contract amount (C + D)	\$29,050.90
F	Percent of current contract value this Change Order represents (D / C)	9.96%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	9.96%

DECISION MEMO NOT REQUIRED

- ☐ Cancel entire order ☐ Close Contract ☐ Contract Extension (29 days) ☐ Consent Only
- ☒ Change budget code from: see above to: _____
- ☐ Increase/Decrease quantity from: _____ to: _____
- ☐ Price shows: _____ should be: _____
- ☐ Decrease remaining encumbrance and close contract ☐ Increase encumbrance and close contract ☐ Decrease encumbrance ☐ Increase encumbrance

DECISION MEMO REQUIRED

- ☐ Increase (greater than 29 days) contract expiration from: _____ to: _____
- ☒ Increase \geq \$2,500.00, or \geq 10%, of current contract amount ☐ Funding Source _____
- ☐ OTHER - explain below:

NE	6166	Sep 11, 2024	GS		Sep 19, 2024
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer		Date	Procurement Officer		Date
Chief Financial Officer (Decision Memos Over \$25,000)		Date	Chairman's Office (Decision Memos Over \$25,000)		Date



Decision Memo

Procurement Services Division

This form is required for all Professional Service Contracts over \$25,000 and as otherwise required by the Procurement Review Checklist.

Date: Jul 15, 2024

File ID #: _____

Purchase Order #: PO 7187

Requesting Department: Community Services	Department Contact: Gina Strafford-Ahmed
Contact Email: gina.strafford@dupagecounty.gov	Contact Phone: 630-407-6444
Vendor Name: CARAHSOFT TECHNOLOGY CORPORATION	Vendor #: 12819

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Increase contract to cover 5 user licenses.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

The costs of user licenses were calculated incorrectly in the original procurement.

Original Source Selection/Vetting Information - Describe method used to select source.

RFP #24-049-CS

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

1. Approve the procured agreement and implement the contract so Community Services can move forward with their follow up surveys, client satisfaction surveys and outreach activities.
2. Do not implement the procured agreement, and try to find another software survey provider that has language and survey tools necessary for our Federal grants and be able to implement by 10/31/24.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

Total increase of \$2,630.90