



DU PAGE COUNTY

Technology Committee

Final Summary

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

Tuesday, February 6, 2024

11:00 AM

Room 3500B

1. CALL TO ORDER

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

2. ROLL CALL

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

3. CHAIRWOMAN'S REMARKS - CHAIR YOO

Chair Yoo applauded the Senior Scam workshop that took place on January 31st. She thanked Recorder Carrier, Treasurer Henry, the State's Attorney's office, the Sheriff's Office, and Michelle Amanti from IT for their presentations.

Next, Chair Yoo stated that she is working with the DuPage Mayors & Managers Conference to gauge interest in holding a bi-annual technology roundtable, specifically for the municipalities who do not have a robust IT department.

Lastly, Chair Yoo introduced Michael Brdlik, the new IT Project Manager. She also stated that the list of Deputy CIO candidates has been narrowed down and Mr. McPhearson would be holding second round interviews soon. Mr. McPhearson said he hopes to make an offer by the end of this month.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [24-0546](#)

Approval of Minutes for the Technology Committee - Regular Meeting - Tuesday, January 16, 2024

Attachments: [2024-01-16 Technology Minutes](#)

RESULT:	APPROVED
MOVER:	Gwen Henry
SECONDER:	Patty Gustin

6. BUDGET TRANSFERS

6.A. [24-0547](#)

Transfer of funds from 1100-2900-53828 (Contingencies) to 1100-2900-51040 (Employee Med & Hosp Insurance), in the amount of \$29,057, to cover GIS employee costs for FY2023.

Attachments: [\\$29,057.00 \(GIS - Employee Med & Hospital Insurance FY23\)_signed_Redacted.pdf](#)

RESULT:	APPROVED
MOVER:	Patty Gustin
SECONDER:	Sheila Rutledge

6.B. [24-0548](#)

Transfer of funds from 1000-1110-50099 (New Program Requests-Personnel) to the following: \$850 to 1000-1110-50010 (Overtime) and \$4,700 to 1000-1110-50050 (Temporary Salaries), for a total transfer amount of \$5,550, to cover overtime and temporary salary costs for FY2023.

Attachments: [\\$5,550.00 \(IT - OT & Temp Salary Costs FY23\)](#)

RESULT:	APPROVED
MOVER:	Sheila Rutledge
SECONDER:	Patty Gustin

7. INTERGOVERNMENTAL AGREEMENTS

7.A. [TE-R-0003-24](#)

Correction of a Scrivener's Error in Resolution TE-R-0002-24 (Information Technology - GIS Division)

RESULT:	APPROVED AT COMMITTEE
MOVER:	Patty Gustin
SECONDER:	Kari Galassi

8. PROCUREMENT REQUISITIONS

8.A. [TE-P-0003-24](#)

Recommendation for the approval of a contract purchase order to Carahsoft Technology Corporation, for the procurement of Workiva Audit Management Software, for the County Auditor, for the period of March 1, 2024 through February 28, 2025, for a contract total not to exceed \$42,437.99. Contract pursuant to the Intergovernmental Cooperation Act (NASPO Master Contract #AR2472).

Auditor White said his office currently maintains paper files, so everything is printed and filed in file cabinets. He said it is labor intensive. He said this software will automate their internal processes, including their reporting and retention. He said the templates they use will be in the software. He said private sector auditors have been using this software for twenty years.

Attachments: [Carahsoft \(Workiva\) - PRCC](#)
[Carahsoft \(Workiva\) - Quote #42127053](#)
[Carahsoft \(Workiva\) - SOW](#)
[Carahsoft \(Workiva\) - NASPO - Master Agreement #AR2472](#)
[Carahsoft \(Workiva\) - VED](#)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Patty Gustin
SECONDER:	Bill White

8.B. [**TE-P-0004-24**](#)

Recommendation for the approval of a contract purchase order to BMC Software, Inc., for annual software licensing and maintenance for MainView zEnterprise Automation and VSAM file management software, for Information Technology, for the period of March 1, 2024 through February 28, 2025, for a total contract amount of \$46,481.97; per 55 ILCS 5/5-1022(c) not suitable for competitive bids. (Sole Source - BMC is the owner of the proprietary source code for this software.)

Attachments: [BMC - PRCC](#)
[BMC - Quote # 00760863.0](#)
[BMC - Sole Source Letter](#)
[BMC - VED](#)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Sheila Rutledge
SECONDER:	Patty Gustin

8.C. [**24-0549**](#)

Recommendation for the approval of a contract purchase order to Luminex Software, Inc., for maintenance of the virtual tape server, for Information Technology, for the period of April 1, 2024 through March 31, 2025, for a total contract amount of \$24,310.13; per 55 ILCS 5/5-1022(c) not suitable for competitive bids. (Sole Source - this is proprietary hardware and software; service and maintenance is offered exclusively through Luminex.)

Mr. McPhearson said this Luminex software allows us to backup our data on the mainframe. He said the vendor did not want to continue supporting our current system

because it is old, but rather they wanted us to purchase a new tape system, which is, at a minimum, \$50,000. He said Operations Manager Shanita Thompson negotiated with Luminex to extend their support one more year until we can get off the mainframe.

Mr. McPhearson said we have a plan to move all applications off the mainframe except for one that the Sheriff uses. He said their office is in the process of identifying a replacement solution. He said if they are not able to find one, we may need to extend support another year.

Attachments: [Luminex - PRCC](#)
[Luminex - Quote #DUP020124](#)
[Luminex - Sole Source Letter 2024.pdf](#)
[Luminex - VED](#)

RESULT:	APPROVED
MOVER:	Sheila Rutledge
SECONDER:	Patty Gustin

8.D. [24-0550](#)

Information Technology - CDW Government 4216-1-SERV - This Purchase Order is decreasing in the amount of \$971,210.96, and closing due to the contract expiring.

Member Rutledge asked what this purchase order was for. Mr. McPhearson explained it was for Microsoft licenses; however, CDW lost the State contract to Dell, so staff cancelled the CDW purchase order and opened a new one with Dell. He said IT funds were shifted from one PO to the other.

Attachments: [CDW - 4216-0001-SERV - Change Order #3](#)

RESULT:	APPROVED
MOVER:	Patty Gustin
SECONDER:	Kathleen Carrier

9. **OLD BUSINESS**

No old business was discussed.

10. **NEW BUSINESS**

No new business was discussed.

11. **ADJOURNMENT**

With no further business, the meeting was adjourned.



Minutes

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

File #: 24-0546

Agenda Date: 2/6/2024

Agenda #: 5.A.



DU PAGE COUNTY

Technology Committee

Final Summary

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

Tuesday, January 16, 2024

11:00 AM

Room 3500B

1. CALL TO ORDER

11:00 AM meeting was called to order by Vice-Chair Grant Eckhoff at 11:09 AM.

2. ROLL CALL

Member Cahill moved, seconded by Member Carrier, to allow for remote participation. Upon a voice vote, the motion passed.

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

3. CHAIRWOMAN'S REMARKS - CHAIR YOO

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [24-0357](#)

Approval of Minutes for the Technology Committee - Regular Meeting - Tuesday, December 5, 2023

Attachments: [2023-12-05 Technology Minutes \(summary\)](#)

RESULT:	APPROVED
MOVER:	Sheila Rutledge
SECONDER:	Kari Galassi

6. INTERGOVERNMENTAL AGREEMENTS

6.A. [TE-R-0001-24](#)

Termination of an Intergovernmental Agreement between the County of DuPage and the Village of Lisle to permit County staff to compile geospatial data from the Village of Lisle, update existing geospatial data, and support the Village of Lisle's current ESRI software applications.

Member Carrier asked if everything turned out well with County GIS providing services to the Village of Lisle and if they were pleased with the services. CIO McPhearson responded yes, it went well. He said the agreement began in 2018, and County GIS staff

and the Village agreed it is time to discontinue the agreement, as the County needs to reclaim our services and the Village has hired a GIS consultant.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Kathleen Carrier
SECONDER:	Kari Galassi

7. PROCUREMENT REQUISITIONS

7.A. [24-0358](#)

Recommendation for the approval of a contract to Carahsoft Technology Group, for a Premier Support Agreement for Microsoft support services, for Information Technology, for the period of February 24, 2024 through February 23, 2025, for a contract total of \$20,175; per Cooperative Purchasing Agreement Pricing, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act" - NASPO ValuePoint Master Agreement #AR2472.

CIO McPhearson said we used to use Microsoft directly for support but had issues with them with responsiveness. He said IT staff found support through US Cloud / Carahsoft for a fraction of the cost of what we were paying Microsoft. Additionally, he said US Cloud / Carahsoft allows us to use unused credits from the previous year, allowing us to save more money. He thanked Network System Manager Joe Hamlin and team for their great work.

Member Evans asked if they are a local company, to which Mr. Hamlin responded yes, they are based in Missouri.

Attachments: [Carahsoft - Premier Support \(US Cloud\) - PRCC](#)
[Carahsoft - Premier Support \(US Cloud\) - Quote #42170105](#)
[Carahsoft - Premier Support \(US Cloud\) - NASPO - Master Agreement #AR2472](#)
[Carahsoft - Premier Support \(US Cloud\) - FY24 MPSA](#)
[Carahsoft - Premier Support \(US Cloud\) - VED](#)

RESULT:	APPROVED
MOVER:	Sheila Rutledge
SECONDER:	Kari Galassi

7.B. [24-0359](#)

Recommendation for the approval of a contract purchase order to SAS Institute, Inc., for annual software maintenance and licensing, for Information Technology, for the period of January 31, 2024 through January 30, 2025, for a contract total of \$17,440. Exempt from bidding per 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bids - Sole Source. This is proprietary and copyrighted software.

Attachments: [SAS Institute - PRCC](#)
 [SAS Institute - Invoice #70100894](#)
 [SAS Institute - Sole Source Letter 2024](#)
 [SAS Institute - Universal Terms](#)
 [SAS Institute - VED](#)

RESULT:	APPROVED
MOVER:	Sheila Rutledge
SECONDER:	Cynthia Cronin Cahill

7.C. [24-0360](#)

Recommendation for the approval of a purchase order to Service Express, Inc., for annual post-warranty server support, for Information Technology, for the period of February 1, 2024 through January 31, 2025, for a contract total amount of \$25,920. Exempt from bidding per 55 ILCS 5/5-1022 'Competitive Bids' (D) IT/Telecom Purchases Under \$35,000.

CIO McPhearson said that this committee approved a contract for approximately \$15,000 in September from the same company. He explained that once servers go out of warranty, they are added to this contract, so the amount will change each year. He said this year it is more due to adding fifteen (15) VSAN hosts to the contract.

Attachments: [Service Express - PRCC](#)
 [Service Express - Renewal Agreement #38605](#)
 [Service Express - VED](#)

RESULT:	APPROVED
MOVER:	Cynthia Cronin Cahill
SECONDER:	Kari Galassi

8. **CONSENT ITEMS**

8.A. [24-0002](#)

SHI International Corp. - Decrease & Close PO #5688-1-SERV

Attachments: [SHI - 5688-1-SERV - Change Order to D&C.pdf](#)

RESULT:	APPROVED
MOVER:	Kathleen Carrier
SECONDER:	Sheila Rutledge

9. **INFORMATIONAL ITEMS**

9.A. [JPS-P-0004-24](#)

Recommendation for the approval of a contract purchase order to Logicalis, Inc., to provide Microsoft 365 Hosting and Managed Services, for the period February 1, 2024 through January 31, 2029, for a total contract amount of \$455,466.60; per RFP 23-101-CCC. (Clerk of the Circuit Court)

Member Rutledge moved, seconded by Member Galassi, to combine and place on file items 9A through 9C. All ayes. Motion carried.

Attachments: [Logicalis - PRCC](#)
 [Logicalis - RFP 23-101-CCC Proposal](#)
 [Logicalis - RFP 23-101-CCC Pricing](#)
 [Logicalis - RFP 23-101-CCC Statement of Work](#)
 [Logicalis - RFP 23-101-CCC Scorecard](#)
 [Logicalis - Vendor Ethics](#)
 [Fund Authorization](#)

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Sheila Rutledge
SECONDER:	Kari Galassi

9.B. [JPS-P-0006-24](#)

Recommendation for the approval of a contract purchase order issued to Alliance Technology Group, LLC, for the purchase of a back-up system for the virtual servers, for the Sheriff's Office, for the period of January 24, 2024 through January 23, 2025, for a contract total not to exceed \$98,446.20; per GSA contract GS-35F-303DA. (Sheriff's Office)

Attachments: [Alliance Technology-PRCC.pdf](#)
 [ALLIANCE TECHNOLOGY_GS-35F-303DA](#)
 [Alliance - Quote.pdf](#)
 [Alliance-Vendor Ethics](#)

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Sheila Rutledge
SECONDER:	Kari Galassi

9.C. [JPS-CO-0001-24](#)

Amendment to Purchase Order 2846-0001 SERV, issued to Journal Technologies, Inc., for a case management system, for additional users due to an increase in staffing, to increase the contract total in the amount of \$38,055.01, a 4.58% increase. (Public Defender's Office)

Attachments: [Journal Technologies - Change Order](#)
 [Journal Technologies - Decision Memo](#)

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Sheila Rutledge
SECONDER:	Kari Galassi

10. OLD BUSINESS

Chair Yoo thanked Member Eckhoff for chairing the committee while she participates remotely due to being ill.

11. NEW BUSINESS

No new business was discussed.

12. ADJOURNMENT

With no further business, the meeting was adjourned.



Budget Transfer

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

File #: 24-0547

Agenda Date: 2/6/2024

Agenda #: 6.A.

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective May 3, 2023

From: 1100
Company #

G.I.S.
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
2900	53828		CONTINGENCIES	\$ 29,057.00	36,000.00	6,943.00	1/16/24
Total				\$ 29,057.00			

To: 1100
Company #

G.I.S.
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
2900	51040		EMPLOYEE MED & HOSP INSURANCE	\$ 29,057.00	29,056.79	0.21	1/16/24
Total				\$ 29,057.00			

Reason for Request:

To cover Employee Med & Hospital insurance for GIS employees in FY23.

Signature on File

Department Head Signature on File

01/12/2024

Date

1/17/24

Date

Activity

(optional)

Chief Financial Officer

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

Finance Department Use Only			
Fiscal Year <u>23</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

Tech. - 2/6/24 - Legistar #24-0489

FIN/CB - 2/13/24



Budget Transfer

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

File #: 24-0548

Agenda Date: 2/6/2024

Agenda #: 6.B.

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective January 22, 2024

From: 1000
Company #

INFORMATION TECHNOLOGY
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance	B/S Fund
					Prior to Transfer	After Transfer		
1110	50099		NEW PROGRAM REQUESTS-PERSONNEL	\$ 5,550.00	216,422.00	210,922.00	1/31/24	1000-9100
Total				\$ 5,550.00				

To: 1000
Company #

INFORMATION TECHNOLOGY
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance	B/S Fund
					Prior to Transfer	After Transfer		
1110	50010		OVERTIME	\$ 850.00	(841.06)	8.94	1/31/24	1000-9100
1110	50050		TEMPORARY SALARIES	\$ 4,700.00	(4,670.50)	29.50	1/31/24	1000-9100
Total				\$ 5,550.00				

Reason for Request:

To cover remaining overtime and temporary salary costs for FY23.

Signature on File

01/25/2024

Department Head

Date

Signature on File

1/31/2024

Chief Financial Officer

Date

Activity

(optional)

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

Finance Department Use Only			
Fiscal Year <u>23</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

Tech. - 2/6/24
FIN/CB - 2/13/24

14



Technology Resolution

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

File #: TE-R-0003-24

Agenda Date: 2/6/2024

Agenda #: 20.A.

CORRECTION OF A SCRIVENER'S ERROR IN RESOLUTION TE-R-0002-24

WHEREAS, on May 8, 2018, the DuPage County Board approved TE-R-0180-18, which authorized the execution of an intergovernmental agreement (IGA) between the Lisle-Woodridge Fire Protection District ("District") and the County of DuPage ("County"); and

WHEREAS, an amendment to the IGA, pursuant to Resolution TE-R-0002-24, was approved on January 23, 2024; and

WHEREAS, the amending Resolution TE-R-0002-24 contained a scrivener's error; and

WHEREAS, said Resolution TE-R-0002-24 should have referenced Exhibit A in paragraph four (4), not Exhibit B; and

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board that Resolution TE-R-0002-24 be revised to reference Exhibit A in paragraph four (4), not Exhibit B.

Enacted and approved this 13th day of February, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Technology Requisition \$30,000 and Over

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

File #: TE-P-0003-24

Agenda Date: 2/6/2024

Agenda #: 20.B.

AWARDING RESOLUTION ISSUED TO
CARAHSOFT TECHNOLOGY CORP.
FOR THE PROCUREMENT OF
WORKIVA AUDIT MANAGEMENT SOFTWARE
FOR THE COUNTY AUDITOR
(CONTRACT TOTAL AMOUNT \$42,437.99)

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 Workiva Audit Management Software; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the NASPO Master Contract #AR2472, the County of DuPage will contract with Carahsoft Technology Corp.; and

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract to Carahsoft Technology Corp., for the procurement of Workiva Audit Management Software, for the period of March 1, 2024 through February 28, 2025, for the County Auditor.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for the procurement of Workiva Audit Management Software, for the period of March 1, 2024 through February 28, 2025, for the County Auditor, be, and it is hereby approved for issuance of a contract by the Procurement Division to Carahsoft Technology Corp., 11493 Sunset Hills Road, Suite 100, Reston, VA 20190, for a contract total amount not to exceed \$42,437.99, per contract pursuant to the Intergovernmental Cooperation Act - NASPO Master Contract #AR2472.

Enacted and approved this 13th day of February, 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#: 24-0451	RFP, BID, QUOTE OR RENEWAL #: Quote #42127053	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$42,437.99
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 02/06/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$42,437.99
	CURRENT TERM TOTAL COST: \$42,437.99	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Carahsoft Technology Corp.	VENDOR #: 12189	DEPT: County Auditor	DEPT CONTACT NAME: Bill White
VENDOR CONTACT: Zachary Kutyn	VENDOR CONTACT PHONE: (703) 921-4059	DEPT CONTACT PHONE #: 630-407-6095	DEPT CONTACT EMAIL: Bill.White@dupagecounty.gov
VENDOR CONTACT EMAIL: Zachary.Kutyn@carahsoft.com	VENDOR WEBSITE: www.carahsoft.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 of Workiva Audit Management Software through Carahsoft Technology Corp. on NASPO Master Contract # AR2472, Contract Term 8/7/17 - 9/16/26. Government Audit Management Solution, Implementation, and 12-months' Support Services.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To automate internal audit processes, reporting, and workpapers. Currently the County Auditor's Office uses word documents and spreadsheets which is labor and time intensive.			

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

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. CUSTOMER SERVICE
SOURCE SELECTION	Describe method used to select source. Cooperative Purchasing Agreement NASPO Master Contract # AR2472
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). It is recommended to purchase Workiva Government Audit Management Software through Carahsoft. As an alternative, the County Auditor would need to hire additional staff due to the labor and time intensive nature of performing audits manually. If no action is taken and no additional staff hired, statutorily required internal audits will not be performed in a timely manner.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Carahsoft Technology Corp	Vendor#: 12819	Dept: County Auditor's Office	Division:
Attn: Zachary Kutyn	Email: Zachary.Kutyn@carahsoft.com	Attn: Evelyn Peters	Email: Evelyn.Peters@dupagecounty.gov
Address: 11493 Sunset Hills Road, Suite 100	City: Reston	Address: 421 N. County Farm Rd, 3-400	City: Wheaton
State: Virginia	Zip: 20190	State: Illinois	Zip: 60187
Phone: (703) 921-4059	Fax: (703) 871-8505	Phone: (630) 407-6075	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SAME AS ABOVE	Vendor#:	Dept: County Auditor's Office	Division:
Attn:	Email:	Attn: Evelyn Peters	Email: Evelyn.Peters@dupagecounty.gov
Address:	City:	Address: 421 N. County Farm Rd, 3-400	City: Wheaton
State:	Zip:	State: Illinois	Zip: 60187
Phone:	Fax:	Phone: (630) 407-6075	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Mar 1, 2024	Contract End Date (PO25): Feb 28, 2025
Contract Administrator (PO25): County Auditor			

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	Workiva- GAM-491	Government Audit Management Solution - 6 Users	FY24	1000	4000	53807		26,385.22	26,385.22
2	1	EA	AR2472- CAAR001-100 4-002	Implementation, On- Boarding, 12-months' Support Services - 6 Users	FY24	1000	4000	53020		16,052.77	16,052.77
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 42,437.99

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 Evelyn Peters and Bill White.
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 following documents have been attached: ☐ W-9 ☒ Vendor Ethics Disclosure Statement

PRICE QUOTATION
CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



TO: Evelyn Peters
Auditor
Dupage County - Illinois
421 N County Farm Rd
Wheaton, IL 60187 USA

FROM: Zachary Kutyn
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Evelyn.peters@dupagecounty.gov

EMAIL: Zachary.Kutyn@carahsoft.com

PHONE: (630) 407-6093

PHONE: (703) 921-4059

FAX: (703) 871-8505

TERMS: Contract Number: 18CPOGS006
NASPO Master Contract Number: AR2472
Contract Term: 08/07/2017 to 09/16/2026
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 60 (On Approved Credit)
Sales Tax May Apply

QUOTE NO: 42127053
QUOTE DATE: 12/04/2023
QUOTE EXPIRES: 03/01/2024
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$42,437.99
TOTAL QUOTE: \$42,437.99

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	Workiva-GAM-491	Wdesk Government Audit Management Solution - Per Unit Workiva - Workiva-GAM Start Date: 03/01/2024 End Date: 02/28/2025		\$26,385.22 COOP	1	\$26,385.22
2	AR2472-CAR001-1004-002	Services to support Customer Implementation - Requires SOW (up to 12 months) Pricing for Audit Management Enablement Onboarding Service, reference SOW for services and payment terms Carahsoft Technology Corporation - PS-SUPP-1 Start Date: 03/01/2024 End Date: 02/28/2025		\$16,052.77 COOP	1	\$16,052.77
SUBTOTAL:						\$42,437.99
TOTAL PRICE:						\$42,437.99
TOTAL QUOTE:						\$42,437.99

SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
OPTION YEAR 1						
3	Workiva-GAM-491	Wdesk Government Audit Management Solution - Per Unit Workiva - Workiva-GAM Start Date: 02/01/2025 End Date: 01/31/2026		\$27,773.92 COOP	1	\$27,773.92
OPTION YEAR 1 SUBTOTAL:						\$27,773.92
OPTION YEAR 2						
4	Workiva-GAM-491	Wdesk Government Audit Management Solution - Per Unit Workiva - Workiva-GAM Start Date: 03/01/2024 End Date: 02/28/2025		\$29,235.71 COOP	1	\$29,235.71
OPTION YEAR 2 SUBTOTAL:						\$29,235.71
SUGGESTED SUBTOTAL:						\$57,009.63

CONFIDENTIAL

PAGE 1 of 2

QUOTE DATE: 12/04/2023

QUOTE NO: 42127053

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



Price Guarantee: The below price guarantee will apply to the increase of Subscription fees herein as it is related to the dates below.

Price Cap. 5% beginning January 12, 2025 until January 11, 2027. Upon completion of the Price Guarantee, any Subscription fee increase will be in accordance with the Terms and Conditions.

Non-Renewal: The parties agree that this Order will not automatically renew and will expire upon the end of the Subscription Term, at which time the End Client will no longer be able to access the Subscription set forth herein.

WDESK GOVERNMENT AUDIT MANAGEMENT SOLUTION - PER UNIT

The Government Audit Management Solution for governmental agencies and institutions of higher education includes access to Audit Management Workspace for users involved in the internal audit management process and audit liaison process and the ability to add such users on an as-needed basis. This includes access to Wdata and one (1) system connector for the Audit Management Solution for Audit Analytics. Total data storage is limited to 100 GB. Queries are limited to 120 of terabytes per year. The Audit Management Workspace enables the implementation of audit management in accordance with GAO-18-568G.

ADDITIONAL TERM FOR SOLUTION PRODUCTS

TO THE EXTENT THE DESCRIPTION OF THIS SOFTWARE SUBSCRIPTION CONFLICTS WITH THE TERMS OF THE MASTER TERMS AND CONDITIONS, AND, NOTWITHSTANDING ANY ORDER OF PRECEDENCE THEREIN, THE PARTIES AGREE THAT THE DESCRIPTION IN THIS ORDER SHALL CONTROL. THIS DESCRIPTION AND THE TERMS OF THIS ORDER SHALL HAVE NO EFFECT ON ANY OTHER ACTIVE ORDER.

1. Customer must reference Carahsoft Quote Number on Purchase Order
2. Any increase in subscription, support or professional services fees pricing will be in accordance with Workiva's pricing and policies in effect at the time of the renewal
3. Service Levels: <https://www.workiva.com/servicelevelcommitment> Workiva will conduct maintenance, which may require downtime, during the maintenance windows outlined in the service level commitments. If downtime is expected, Workiva will post scheduled downtime via the Workiva status page (status.workiva.com)
4. Support: <https://workiva.com/premiumsupport>
5. Should Customer purchase via Reseller, all terms of Carahsoft Quote must be incorporated in Reseller quote and Customer Purchase Order to Reseller.
6. Licensee agrees that any order for Workiva will be governed by the End User Licensing Agreement (EULA), copies of which are found at https://www.workiva.com/legal/eula_1.1 and all schedules and Documentation referenced by the EULA are made a part thereof. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding vendor Quotes) is void. In the event of any conflict or inconsistency among the documents, the order of precedence shall be: (1) the applicable Quotes (and their Contract Vehicle), (2) the applicable EULA and (3) the Documentation. Licensee acknowledges it has the opportunity to review the Agreement terms, prior to executing an order
7. Data defined as "all information, uploaded by or on behalf of a Purchasing Entity into Vendor's Services platform."

CARAHSOFT TECHNOLOGY CORP.'S

Statement of Work for DuPage County

December 4th, 2023

Services Performed By



CARAHSOFT TECHNOLOGY CORP.

11493 Sunset Hills RD, SUITE 100
RESTON, VA 20190

888.66.CARAH | WWW.CARAHSOFT.COM



Monday, December 4th, 2023
Statement of Work for DuPage County
421 N County Farm Road 0 Wheaton, Illinois

Re: Carahsoft's Statement of Work for DuPage County

Carahsoft Technology Corp. appreciates the opportunity to provide a change request for *DuPage County*. Carahsoft has worked to provide DuPage County with a statement of work that will deploy a Workiva project team for consultation, and deployment of the applicable Workiva products.

Please feel free to contact me directly at 703.921.4059/ Zachary.kutyn@carahsoft.com or Zak Kennedy at 703.230.7430/ Zak.Kennedy@Carahsoft.com with any questions or concerns.

Thank you for your time and consideration.

Sincerely,

Zachary Kutyn



STATEMENT OF WORK: 42127053

Customer Reference:

End Client Info

DU PAGE COUNTY ILLINOIS
421 N COUNTY FARM RD 0
WHEATON

Fixed Fees Services

Product Name	Quantity	Fees	
Audit Management Enablement Onboarding Service	1	USD	16,052.77
		Total	16,052.77

Payment Term for Fixed Fees: Customer will be invoiced upon the Statement of Work Effective Date for the Fixed Fee Services and shall submit payment in accordance with the Agreement.

NOTES:

Effective Date: This Statement of Work will be effective upon the latter of the two signatures below.

Expiration: Unless otherwise listed in the service(s) description, the earlier of one (1) year from the Effective Date or the completion of services herein. The performance of Services beyond one (1) year will be at Workiva's discretion.

Master Terms and Conditions: This Statement of Work is subject to the Master Terms and Conditions entered into by the parties on or around **March 09, 2023** ("Master Terms and Conditions") and the Workiva Professional Services Addendum available at www.workiva.com/professionalserviceaddendum_1.0.

Additional Terms: Any additional product descriptions not mentioned above and/or any additional terms apply to Workiva's provision of Services under this Statement of Work, such terms will be set forth following the signature section of this Statement of Work.

SIGNATURES

Carahsoft Technology Corp

DuPage County

SIGNATURE:

SIGNATURE:

NAME:

NAME:

TITLE:

TITLE:

DATE:

DATE:



ADDITIONAL TERMS:

FIXED FEE SERVICE(S)

Workiva will perform the following fixed fee Service(s) for Customer in accordance with their associated descriptions.

Audit Management Enablement Onboarding Service: <https://www.workiva.com/legal/auditmngtenableonboard> 11082023

PARTICIPATING ADDENDUM**CLOUD SOLUTIONS 2016-2026**Lead by the State of **Utah**

Master Agreement #: AR2472

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

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

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

Master Agreement Terms and Conditions:

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

Contractor

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

Participating Entity

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

5. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

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

Participating Entity must check one of the boxes below.

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

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

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

Participating Addendum uses Illinois Procurement Gateway Certifications and Disclosures?

☒ Yes (IPG Certifications and Disclosures including FORMS B)

☐ No

5.1 DEFINITIONS:

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

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

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

5.2 JOINT AND COOPERATIVE PURCHASING

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

5.3 SUBCONTRACTORS:

- 5.3.1 All contactors, dealers, and resellers authorized in the State of Illinois as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement AR2472. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
- 5.3.2 For purposes of this subsection, subcontractors are those specifically hired to perform all or part of the work covered by this Participating Addendum. If subcontractors will be utilized, Contractor must identify below the names and addresses of all subcontractors it will be entering into a contractual agreement that has an annual value of \$50,000 or more in the performance of this Participating Addendum, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Participating Addendum. Attach additional sheets as necessary.
- 5.3.3 Will subcontractors be utilized? ☒ Yes ☐ No
- Subcontractor Name: To be determined
 - Amount to be paid: To be determined
 - Address: To be determined
 - Description of work: To be determined
- 5.3.4 All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.
- 5.3.5 If the annual value of any the subcontracts is more than \$50,000, then the Contractor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.
- 5.3.6 If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Contractor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Contractor must also provide a completed Forms B for the subcontractor.
- 5.3.7 If at any time during the term of the Participating Addendum, Contractor adds or changes any subcontractors, Contractor will be required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Participating Addendum. Any subcontracts entered into prior to award of the Participating Addendum are done at the Contractor's and subcontractor's risk.

5.4 WHERE SERVICES ARE TO BE PERFORMED:

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

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

5.5 PRICING

5.5.1 Type of Pricing: The Illinois Office of the Comptroller requires the State to indicate whether the Participating Addendum value is firm or estimated at the time it is submitted for obligation. The total value of this Participating Addendum is estimated.

5.5.2 Expenses Allowed: Expenses are allowed as provided in Master Agreement AR2472.

5.5.3 Discount: The State may receive a 0 % discount for payment within N/A days of receipt of correct invoice.

5.5.4 Contractor's Pricing: Attach additional pages if necessary.

5.5.4.1 Contractor's Price for the Initial Term: See the pricing in Master Agreement AR 2472.

5.5.4.2 Intentionally omitted.

5.6 TERM AND TERMINATION

5.6.1 TERM OF THIS CONTRACT: This Participating Addendum, has an initial term of date of execution to September 15, 2026. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

5.6.1.1 In no event will the total term of the Participating Addendum, including the initial term, any renewal terms and any extensions, exceed 10 years.

5.6.1.2 Contractor shall not commence billable work in furtherance of the Participating Addendum prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

5.6.2 INTENTIONALLY OMITTED

5.6.3 TERMINATION FOR CAUSE: The State may terminate this Participating Addendum, in whole or in part, immediately upon notice to the Contractor if: (a) the State determines that the actions or inactions of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Contractor has notified the State that it is unable or unwilling to perform the participating addendum.

5.6.3.1 If Contractor fails to perform to the State's satisfaction any material requirement of this Participating Addendum, is in violation of a material provision of this Participating Addendum, or the State determines that

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

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

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

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

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

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

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

5.9 **ELECTRONIC PROCUREMENT:**

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

5.10 STANDARD BUSINESS TERMS AND CONDITIONS

5.10.1 PAYMENT TERMS AND CONDITIONS:

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

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

- 5.10.1.5 Invoicing: By submitting an invoice, Contractor certifies that the supplies or services provided meet all requirements of the Participating Addendum and Master Agreement AR 2472, and the amount billed and expenses incurred are as allowed in Master Agreement AR2472. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Contractor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
- 5.10.1.6 Contractor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Contractor may request the applicable Agency/University state tax exemption number and federal tax exemption information.
- 5.10.1.7 Contractor shall invoice at the completion of the purchase unless invoicing is tied in the purchase order to milestones, deliverables, or other invoicing requirements agreed to in the purchase order.
- 5.10.1.8 Vendor shall bill each governmental unit separately for its actual share of the costs of the personal property, supplies or services purchased. The credit or liability of each governmental unit shall remain separate and distinct. Disputes between vendors and governmental units shall be resolved between the affected parties.
- 5.10.2 ASSIGNMENT: This Participating Addendum may not be assigned, transferred in whole or in part by Contractor without the prior written consent of the State.
- 5.10.3 SUBCONTRACTING: For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the Participating Addendum. Contractor must receive prior written approval from the Primary Contact before use of any subcontractors in the performance of this Participating Addendum. Contractor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Contractor in the performance of this Participating Addendum, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this Participating Addendum. If required, Contractor shall provide a copy of any subcontracts within 15 days after execution of this Participating Addendum. All subcontracts must include the same certifications that Contractor must make as a condition of this Participating Addendum. Contractor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Participating Addendum, Contractor adds or changes any subcontractors, then Contractor must promptly notify, by written amendment to the Participating Addendum, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each

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

- 5.10.4 **AUDIT/RETENTION OF RECORDS:** Contractor and its subcontractors shall maintain books and records relating to the performance of the Participating Addendum or subcontract and necessary to support amounts charged to the State pursuant the Participating Addendum or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Contractor for a period of three years from the later of the date of final payment under the Participating Addendum or completion of the Participating Addendum, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay Participating Addendum or Purchase Order costs, the Contractor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Contractor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Contractor or subcontractors shall not impose a charge for audit or examination of the Contractor's books and records. 30 ILCS 500/20-65.
- 5.10.5 **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Contractor's performance of this Participating Addendum. Contractor shall continue to perform its obligations while any dispute concerning the Participating Addendum is being resolved unless otherwise directed by the State.
- 5.10.6 **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 5.10.7 **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the Participating Addendum without penalty if performance does not resume within 30 days of the declaration.
- 5.10.8 **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this Participating Addendum may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Participating Addendum. Contractor shall presume all information received from the State or to which it gains access pursuant to this Participating Addendum is confidential. Contractor information, unless clearly marked as confidential and exempt from disclosure

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

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

- 5.10.9.1 An information security risk assessment, data classification and system categorization process and the submission of a system security plan must be completed and submitted to the Department of Innovation & Technology, Division of Information Security prior to the commencement of system development or solution delivery activities. Vendor must participate with the risk assessment and data classification and system categorization process. The formal risk assessment, data classification and system categorization process will be administered by the Illinois Department of Innovation & Technology, Division of Information Security. Vendor program and project management personnel must ensure the coordination of these activities with State of Illinois program and project management personnel.
- 5.10.9.2 If not specifically addressed in other Vendor Information Technology Requirements, Vendor must adhere to State of Illinois and Illinois Department of Innovation & Technology technology and security Policies, Procedures, and Standards.
<https://www2.illinois.gov/sites/doit/support/policies/Pages/default.aspx>.
- 5.10.9.3 Vendor must also adhere to a minimum security baseline as identified in the National Institute of Standards and Technology (NIST) Special Publication 800-53, Revision 4, Security and Privacy Controls for Federal Systems and Organizations.
<http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>. If not specifically addressed in other Vendor Information Technology Requirements, Vendors must assure the adoption of, at minimum, the low security control baselines. Exceptions to this requirement must be approved by the Illinois Department of Innovation & Technology, Division of Information Security.

- 5.10.9.4 Cloud solutions must adhere to recommendations of the Cloud Security Alliance. Vendors may find guidance and cross-referencing to the NIST 800-53, Revision 4 with the Cloud Security Alliance controls at <https://cloudsecurityalliance.org/download/cloud-controls-matrix-v3-0-1/>.
- 5.10.9.5 State and Federal laws, rules and regulations as well as industry-specific guidelines require specific and often enhanced security controls on information and systems. The State of Illinois is required to comply with the below laws, standards and regulations. Vendors must ensure compliance with the below as appropriate based upon the formal risk assessment to include a data classification and system categorization process.
 - 5.10.9.5.1 Illinois Identity Protection Act (5 ILCS 179)
 - 5.10.9.5.2 Illinois Personal Information Protection Act (815 ILCS 530)
 - 5.10.9.5.3 The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99)
 - 5.10.9.5.4 Federal Bureau of Investigations Criminal Justice Information Services (CJIS) Security Policy, version 5.5, issued June 26, 2016
 - 5.10.9.5.5 Federal Centers for Medicare & Medicaid Services (CMS) MARS-E Document Suite, Version 2.0 Catalog of Minimum Acceptable Risk Security and Privacy Controls for Exchanges November 10, 2015.
 - 5.10.9.5.6 Federal Centers for Medicare & Medicaid Services Information Security Acceptable Risk Safeguards (ARS) CMS Minimum Security Requirements Version 2.0 September 20, 2013.
 - 5.10.9.5.7 Federal Internal Revenue Service (IRS) Publication 1075 Tax Information Security Guidelines for Federal, State and Local Agencies September 2016.
 - 5.10.9.5.8 Federal Information Security Modernization Act of 2014 Amends the Federal Information Security Management Act of 2002 (FISMA).
 - 5.10.9.5.9 Gramm-Leach-Bliley Act (GLB Act or GLBA), also known as the Financial Modernization Act of 1999.
 - 5.10.9.5.10 Health Insurance Portability and Accountability Act (P.L. 104-191), August 1996.

- 5.10.9.5.11 National Institute of Standards and Technology (NIST) Special Publication 800-53 Revision 4 Security and Privacy Controls for Federal Information Systems and Organizations.
- 5.10.9.5.12 Payment Card Industry (PCI) Data Security Standard (DSS) Version 3.2.
- 5.10.9.6 Vendor must complete a business impact analysis (BIA) in compliance with guidelines of the Illinois Department of Innovation & Technology, Division of Information Security. Vendor must complete an Information System Contingency Plan and Critical Infrastructure Contingency Plan which addresses the contingency and recovery requirements identified as part of the BIA. Contingency and recovery plans must be approved by the Department of Innovation & Technology, Division of Information Security prior to any information system commencing production. Vendor must agree to an initial on-site inspection, and annual on-site inspections of disaster recovery facilities by the state or a third-party acquired by the state at the discretion of the state.
- 5.10.9.7 Vendor must agree and assist with the facilitation of authenticated information system vulnerability scans to be conducted by the state or a third-party acquired by the state at the discretion of the state. These vulnerability scans must be completed prior to information systems commencing production, and high-risk vulnerabilities must be addressed prior to systems going into production.
- 5.10.9.8 The State may require the submission of an appropriate Service Organization Controls Report dependent upon the data and business processes supported by the vendor provided system or services. <http://www.aicpa.org/Pages/default.aspxAICPA>
- 5.10.10 **USE AND OWNERSHIP:** All work performed or supplies created by Contractor under this Participating Addendum, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Contractor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Contractor may have to such work including any so-called "moral rights" in connection with the work. Contractor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this Participating Addendum.
- 5.10.11 **INDEMNIFICATION AND LIABILITY:** The Contractor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys'

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

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

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

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

- 5.10.23 FREEDOM OF INFORMATION ACT: This Participating Addendum and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) notwithstanding any provision to the contrary that may be found in this Participating Addendum or Master Agreement AR2472.
- 5.10.24 SCHEDULE OF WORK: Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 5.10.25 WARRANTIES FOR SUPPLIES AND SERVICES:
- 5.10.25.1 Contractor warrants that the supplies furnished under this Participating Addendum will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Contractor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Contractor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.
- 5.10.25.2 Contractor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.
- 5.10.25.3 Contractor warrants that all services will be performed to meet the requirements of the Participating Addendum in an efficient and effective manner by trained and competent personnel. Contractor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the Participating Addendum, who is disruptive or not respectful of others in the workplace, or who in any way violates the Participating Addendum or State policies.
- 5.10.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Contractor shall immediately notify the State of any event that may have a material impact on Contractor's ability to perform the Participating Addendum.
- 5.10.27 EMPLOYMENT TAX CREDIT: Contractors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact

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

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

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

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

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

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



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: Jan 11, 2024

Bid/Contract/PO #: _____

Company Name: Carahsoft Technology Corp.	Company Contact:
Contact Phone: 703-871-8500	Contact Email: contracts@carahsoft.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, 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**

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

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**

Add Line	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
x			

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.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

Authorized Signature Signature on File

Printed Name Natalie LeMay

Title State and Local Contracts Manager

Date Jan 11, 2024

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



Technology Requisition \$30,000 and Over

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

File #: TE-P-0004-24

Agenda Date: 2/6/2024

Agenda #: 20.C.

AWARDING RESOLUTION ISSUED TO
BMC SOFTWARE, INC.
FOR ANNUAL SOFTWARE LICENSING AND SUPPORT
FOR INFORMATION TECHNOLOGY
(CONTRACT TOTAL NOT TO EXCEED \$46,481.97)

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 BMC Software, Inc., for the annual software license and maintenance for MainView zEnterprise Automation and VSAM file management software, for the period of March 1, 2024 through February 28, 2025, for Information Technology .

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for the annual software license and maintenance for MainView zEnterprise Automation and VSAM file management software, for the period of March 1, 2024 through February 28, 2025 for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to, BMC Software, Inc., 2103 CityWest Boulevard, Houston, TX 77402, for a contract total amount not to exceed \$ 46,481.97. Exempt from bidding per 55 ILCS 5/5-1022 (c) not suitable for competitive bids - Sole Source. (Sole provider - BMC is the owner of the proprietary source code for this software.)

Enacted and approved this 13th day of February, 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#: 24-0459	RFP, BID, QUOTE OR RENEWAL #: Quote #00760863.0	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$46,481.97
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 02/06/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$46,481.97
	CURRENT TERM TOTAL COST: \$46,481.97	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: BMC Software, Inc	VENDOR #: 11022	DEPT: Information Technology	DEPT CONTACT NAME: Shanita Thompson
VENDOR CONTACT: Madyson Chavez	VENDOR CONTACT PHONE: 713-918-4466	DEPT CONTACT PHONE #: 630-407-5000	DEPT CONTACT EMAIL: shanita.thompson@dupagecounty.gov
VENDOR CONTACT EMAIL: madyson_chavez@bmc.com	VENDOR WEBSITE: bmc.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.). Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Annual BMC software license/maintenance for MainView zEnterprise Automation software & VSAM file management on z System and client/server zsystem platform. Purchase is sole source because the software is proprietary.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Current software license & maintenance expires on 2/29/24 and this new purchase order replaces it.			

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

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
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. Proprietary and copyrighted software not sold or marketed by any other business partners or software vendors.
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. N/A - This is proprietary software.
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. N/A - This is proprietary software.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: BMC Software, Inc.	Vendor#: 11022	Dept: Information Technology	Division: Information Technology
Attn: Madyson Chavez	Email: madyson_chavez@bmc.com	Attn: Sarah Godzicki	Email: Sarah.Godzicki@dupagecounty.gov
Address: 2103 Citywest Boulevard	City: Houston	Address: 421 N. County Farm Road	City: Wheaton
State: TX	Zip: 77042	State: IL	Zip: 60187
Phone: 713-918-4466	Fax: 713-918-8000	Phone: 630-407-5000	Fax: 630-407-5001
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: BMC Software, Inc.	Vendor#: 11022	Dept: Information Technology	Division: IT Operations
Attn: Order Services	Email:	Attn: Shanita Thompson	Email: Shanita.Thompson@dupagecounty.gov
Address: 2103 CityWest Boulevard	City: Houston	Address: 421 N. County Farm Road	City: Wheaton
State: TX	Zip: 77042	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5000	Fax:
<i>Shipping</i>		<i>Contract Dates</i>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Mar 1, 2024	Contract End Date (PO25): Feb 28, 2025
Contract Administrator (PO25): Shanita Thompson			

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	MainView & VSAM	Annual Automation for z/OS Enterprise & RUVSAM support	FY24	1000	1110 Infr	53806		46,481.97	46,481.97
FY is required, assure the correct FY is selected.										Requisition Total	\$ 46,481.97

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. RUVSAM; a file recovery utility installed on z System running on zBC12 business class server supporting mission critical legacy applications for DuPage County departments. Mainview Enterprise Automation, MainView for CLC5, Autooperator, IP, z/OS and console management installed on zSystem/zBC12 business class server supporting mission critical legacy applications for DuPage County departments.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Please send PO to Shanita Thompson & Sarah Godzicki and copy both when emailing PO to vendor.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☐ W-9 ☒ Vendor Ethics Disclosure Statement



Quote # 00760863.0

This Quote is valid until February 29, 2024

Order Date: December 19, 2023

Customer: DuPage County Data Processing

BMC Software, Inc.

2103 CityWest Blvd.

Houston, TX 77042

Attn: Order Services

Web: www.bmc.com

Contact: Victor Pizzo

Email: victor_pizzo@bmc.com

Table 1.1: Perpetual Product Table: (**See Attachment B, Renewed Asset Details Attachment)

Territory: USA

Products	Support Plan	Term	Licensed Capacity	
			Unit of Measure	Number of Units
BMC AMI Recovery for VSAM - Renewal	BMC Continuous Support	**	per installed server (Tier 040)	1

Table 1.2: On-Premise Subscription Table: (**See Attachment B, Renewed Asset Details Attachment)

Territory: USA

Products	Support Plan	Term	Licensed Capacity	
			Unit of Measure	Number of Units
BMC AMI Ops Automation for CICS	BMC Continuous Support	**	per MIPS	50
BMC AMI Ops Automation for z/OS	BMC Continuous Support	**	per MIPS	50
BMC AMI Ops Monitor for CICS	BMC Continuous Support	**	per MIPS	50
BMC AMI Ops Monitor for CMF	BMC Continuous Support	**	per MIPS	50
BMC AMI Ops Monitor for IP	BMC Continuous Support	**	per MIPS	50
BMC AMI Ops Monitor for Unix Systems Services (USS)	BMC Continuous Support	**	per MIPS	50
BMC AMI Ops Monitor for z/OS	BMC Continuous Support	**	per MIPS	50
BMC AMI Ops SYSPROG Services	BMC Continuous Support	**	per MIPS	50

1. **SCOPE.** This Quote #: 00760863.0 is an offer to provide Customer the ability to purchase the BMC offerings referenced in the table(s) above ("**BMC Offering(s)**"), subject to the terms and conditions of this Quote, and acceptance is expressly limited to the terms and conditions of this Quote. Upon execution by Customer, this Quote becomes an "**Order**" under the Agreement. BMC's provision of such BMC Offerings is governed by the applicable agreement(s) as referenced in the BMC Offerings section in this Order (for purposes of each BMC Offering under this Order, the "**Agreement**"). Capitalized terms are defined in this Order or its Attachments, or in the Agreement.

2. **TOTAL FEES.** The total fee for use of the Products up to the Licensed Capacity during the Term included in this Order is \$46,481.97 (the "**Fee**"). BMC will invoice and Customer agrees to pay such Fee as set forth in this Order, plus applicable taxes. So long as the BMC Offering is generally available and is a subscription based offering, each Term shall automatically renew for successive periods of the same length as the initial Term ("**Renewal Term**"), unless either party gives the other written notice of termination at least thirty (30) days prior to expiration of the then-current Term. BMC will provide initial notice of the automatic renewal, any change in terms, and price increases (if any) at least 90 days prior to the expiration of the then-current Term and a final reminder 60 days prior to the expiration. Except as expressly provided in the applicable Order, renewal of promotional or one-time priced subscriptions will be at BMC's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume or subscription length for any BMC Offering has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

3. **BMC OFFERINGS.** The BMC Offerings ordered are set forth in the table(s) above and are further described below.

3.1. **Perpetual Support listed in Table 1.1.** BMC's provision of Support under this Order is governed by the SOFTWARE LICENSE AGREEMENT dated June 12, 1991, as amended, if amended. Customer hereby enrolls all Licensed Capacity of the Products in BMC's maintenance, enhancement and support plan indicated above and further described at <http://www.bmc.com/support/review-policies> ("Support") during the Term. BMC will not materially degrade the terms located at such link during the Term of this Order. Customer may not terminate or cancel Support during the Term.

3.2. **On-Premise Subscriptions listed in Table 1.2.** BMC's provision of the On-Premise Subscriptions (hereinafter referred to as "Products") under this Order is governed by the SOFTWARE LICENSE AGREEMENT (BMC No.) dated June 12, 1991, as amended, if amended. BMC's maintenance, enhancement and support plan, as further described at <http://www.bmc.com/support/review-policies> ("Support"), is included in the Fee for the Products during the Term. BMC will not materially degrade the terms located at such link during the Term of this Order. This Order is non-cancelable during the Term. If this Order expires or terminates for any reason, Customer's right to use the Products terminates and Customer must immediately de-install the Products, destroy the media and all documentation associated with such Products, and, if requested by BMC, certify its destruction in writing.

4. **USAGE REPORTS.** If requested by BMC, and not more than once a year, Customer agrees to deliver to BMC, within 30 days of such request, as specified by BMC (a) periodic Product usage reports generated from specific Products, (b) third party usage reports related to the Products (e.g., SCRT reports) and (c) written periodic Product usage reports, to be provided solely when the Product does not generate reports (together, "Reports"). If Customer is found to have exceeded its Licensed Capacity for a Product based on such reports, then Customer agrees to pay the applicable fees for the additional capacity through the end of the Term upon receipt of an invoice from BMC.

5. **DATA PROTECTION.** Customer will not provide BMC with the personal data of European Union residents as part of the BMC Offerings under this Order. If Customer does provide such personal data to BMC, BMC will process such personal data in accordance with the terms in effect as of the Order Date provided at <https://www.bmc.com/content/dam/bmc/corporate/bmcdpa.pdf> and when such terms are updated BMC will maintain the archived versions at <https://www.bmc.com/legal/bmcdpa.html>, unless the parties have a signed Data Processing Agreement in place.

6. **MISCELLANEOUS.** The Product performance warranty applies only to Products licensed by Customer for the first time. The BMC Offerings are accepted on the date BMC delivers the BMC Offerings to the Customer either physically or by providing access codes for electronic download, whichever occurs first, however, such acceptance will not affect the performance warranty provided in the Agreement. The BMC Offerings may contain hyperlinks to websites controlled by parties other than BMC. BMC is not responsible for and does not endorse the content or accept any responsibility for Customer's use of these websites. Customer should refer to the policies posted by other websites regarding data privacy and other topics before using them. In the event of any inconsistency or conflict between this Order and the Agreement, this Order will control. Any additional or conflicting terms of Customer's purchase order are rejected by BMC. Neither party may terminate or cancel this Order for its convenience.

7. **ENTIRE AGREEMENT AND MODIFICATIONS.** The parties acknowledge they have read this Order and agree that it is the complete and exclusive statement of the agreement between the parties relating to the subject matter of this Order. This Order may not be modified or rescinded except in writing signed by both parties. Customer authorizes BMC to issue the appropriate invoice upon BMC's receipt of either the executed Quote or a purchase order referencing the Quote and will pay the invoice without the issuance of any other document.

ATTACHMENTS INCORPORATED INTO ORDER

Attachment A – Additional Terms
Attachment B – Renewed Asset Details

CUSTOMER INFORMATION

DuPage County Data Processing
421 N County Farm Rd Lower Level
Wheaton, IL 60187 USA
Shanita Thompson
shanita.thompson@dupageco.org

BILL TO INFORMATION

DuPage County Data Processing
421 N County Farm Rd
Wheaton, IL 60187 USA
Shanita Thompson
shanita.thompson@dupageco.org



SECURITY AND DATA PROTECTION NOTIFICATION

Customer has assigned the following contact for receipt of security and/or data protection notification from BMC.	
Generic E-mail Address (ex: privacy@company.com):	Shanita Thompson shanita.thompson@dupageco.org

RENEWAL CONTACT INFORMATION

Customer has assigned the following contact for activation or operational issues that may arise.	
Renewal Contact Name:	Shanita Thompson
Renewal Contact E-mail:	shanita.thompson@dupageco.org

To accept this offer and complete a purchase: Sign and submit this document to BMC Software, Inc., OR submit an executed purchase order, to BMC Software, Inc. referencing Quote #: 00760863.0, with this Quote attached. The party executing below warrants and represents that a duly authorized representative of such party has executed this Order and this Order constitutes the legal, valid and binding obligation of such party. Where a party has executed this Order using an electronic or digital signature, such party warrants and represents that the signature is legally binding and satisfies all legal requirements.

(Customer) DuPage County Data Processing

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A
Additional Terms

A. GENERAL DEFINITIONS: The following definitions apply to the Order and this Attachment A.

"Computer" or **"Server"** has the meaning generally given within the computer industry, which is a single machine, whether a central processing unit, such as a mainframe machine, or a distributed systems machine, such as a Unix or Intel based server. A mainframe machine would be an individual mainframe computer having single or multiple processors or engines. For purposes of distributed systems machines a Computer or Server may be physical or virtual.

"Documentation" means the technical publications relating to the software, such as release notes, license entitlement descriptions, reference, user, installation, systems administrator and technical guidelines, included with the Product.

"Enterprise" is the environment consisting of all hardware owned or leased by a Customer, or by a Client respectively, in the Territory.

"Licensed Capacity" is the amount of each Product licensed as established in the Order. For licenses based on the power of a computer, Customer agrees to use BMC's then current computer classification scheme, which will be provided upon request.

B. UNITS OF MEASURE: The following units of measure apply to certain Products.

UNIT OF MEASURE	UNIT OF MEASURE DEFINITION
per installed server	A license is required for each Server (with a Classification at the appropriate Tier level, if applicable) upon which the Product or any of its components is installed.
per MIPS	A license is required for the total aggregate number of MIPS for each Computer, including all Computers coupled in a parallel Sysplex environment, upon which the Product is installed, or which is managed or monitored by the Product. MIPS Rating is the aggregate computing power (expressed in millions of instructions per second) of a Computer, using the MIPS rating set forth in the then current Gartner Group Rating Guide. Computer-specific passwords will be issued for the Product.

ATTACHMENT B
Renewed Asset Details

The table(s) below set forth in further detail the renewed assets in this Order.

Renewed Asset Details for Perpetual Licenses listed in Table 1.1

Asset Number	SCID	Product Number	Asset Name	Number of Units	Term	Install Address
496118	129797	LPVRU.0.0.00	BMC AMI Recovery for VSAM	1	1-MAR-2024 to 28-FEB-2025	421 N County Farm Rd Lower Level Wheaton IL 60187-2552 USA

Renewed Asset Details for On-Premise Subscriptions listed in Table 1.2

Asset Number	SCID	Product Number	Asset Name	Number of Units	Term	Install Address
2888642	601529	LPH02.0.0.00	BMC AMI Ops Automation for CICS	50	1-MAR-2024 to 28-FEB-2025	421 N County Farm Rd Wheaton IL 60187 USA
2888645	601529	LPH04.0.0.00	BMC AMI Ops Automation for z/OS	50	1-MAR-2024 to 28-FEB-2025	421 N County Farm Rd Wheaton IL 60187 USA
2888641	601529	LPH59.0.0.00	BMC AMI Ops Monitor for CICS	50	1-MAR-2024 to 28-FEB-2025	421 N County Farm Rd Wheaton IL 60187 USA
2888648	601529	LPH05.0.0.00	BMC AMI Ops Monitor for CMF	50	1-MAR-2024 to 28-FEB-2025	421 N County Farm Rd Wheaton IL 60187 USA
2888644	601529	LPBFX.0.0.00	BMC AMI Ops Monitor for IP	50	1-MAR-2024 to 28-FEB-2025	421 N County Farm Rd Wheaton IL 60187 USA
2888647	601529	LPH9G.0.0.00	BMC AMI Ops Monitor for Unix Systems Services (USS)	50	1-MAR-2024 to 28-FEB-2025	421 N County Farm Rd Wheaton IL 60187 USA
2888646	601529	LPH63.0.0.00	BMC AMI Ops Monitor for z/OS	50	1-MAR-2024 to 28-FEB-2025	421 N County Farm Rd Wheaton IL 60187 USA
2888650	601529	LPBEW.0.0.00	BMC AMI Ops SYSPROG Services	50	1-MAR-2024 to 28-FEB-2025	421 N County Farm Rd Wheaton IL 60187 USA

December 20, 2023

Ms. Wendi Wagner
DuPage County Information Technology
421 N. County Farm Road
Wheaton, IL 60178

RE: Quotation dated December 19, 2023

Dear Ms. Wagner,

BMC does not release the product source code to the public or authorize other contractors to sell, lease or maintain its software source products. Upgrades, modifications and enhancements are performed on the source code only by BMC. BMC owns the source code for the software required for this acquisition. To have BMC provide software support and maintenance provides the added assurance that any upgrades and enhancements to the software will be performed by the owner of the proprietary source code.

Regards,

Judy Schafer
Senior Manager of Order Services



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: Jan 24, 2024

Bid/Contract/PO #: _____

Company Name: BMC Software, Inc.	Company Contact: Victor Pizzo
Contact Phone: +55 112 183 6062	Contact Email: victor_pizzo@bmc.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

Virginia Monsanto

Title

Order Services Manager

Date

1/24/2024

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



Technology Requisition under \$30,000

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

File #: 24-0549

Agenda Date: 2/6/2024

Agenda #: 8.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#: 24-0472	RFP, BID, QUOTE OR RENEWAL #: DUP011524	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$24,310.13
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 02/06/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$24,310.13
	CURRENT TERM TOTAL COST: \$24,310.13	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Luminex Software, Inc	VENDOR #: 13987	DEPT: Information Technology	DEPT CONTACT NAME: Shanita Thompson
VENDOR CONTACT: Zac Fisher	VENDOR CONTACT PHONE: 9373084101	DEPT CONTACT PHONE #: 630-407-5000	DEPT CONTACT EMAIL: Shanita.Thompson@dupagecounty.gov
VENDOR CONTACT EMAIL: zfisher@luminex.com	VENDOR WEBSITE: www.luminex.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.). Hardware and software support for Luminex MVT-110i-ESC (G7)/CG-2Ficon-UP-02 Virtual Tape server. Virtual Tape server is an integral part of the zSystem infrastructure and requires 24 x 7 hardware and software service and support.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The current coverage expires March 31, 2024 and this PO replaces it through March 31, 2025.			

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

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
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. Hardware and software support for Luminex MVT-110i-ESC (G7)/CG-2Ficon-UP-02, SN: HP-USE21308P3, Ficon-FC41730418, Hifn-060159081301280038 Virtual Tape server. Virtual Tape server is an integral part of the zSystem infrastructure and requires 24 x 7 hardware and software service and support.
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. Proprietary hardware and software; service and maintenance is only provided/offered through Luminex exclusively
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. N/A

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Luminex Software, Inc	Vendor#: 13987	Dept: Information Technology	Division:
Attn: Zac Fisher	Email: zfisher@luminex.com	Attn: Sarah Godzicki	Email: Sarah.Godzicki@dupagecounty.gov
Address: 871 Marlborough Ave	City: Riverside	Address: 421 N. County Farm Road	City: Wheaton
State: CA	Zip: 92517	State: IL	Zip: 60187
Phone: 9373084101	Fax:	Phone: 630-407-5037	Fax: 630-407-5001
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Same as above	Vendor#:	Dept: Information Technology	Division: IT Operations
Attn:	Email:	Attn: Shanita Thompson	Email: Shanita.Thompson@dupagecounty.gov
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5023	Fax: 630-407-5001
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 1, 2024	Contract End Date (PO25): Mar 31, 2025
Contract Administrator (PO25): Shanita Thompson			

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	Support-P+	Platinum + Annual Software/ Hardware Support MVT-110i-ESC (G7)/ CG-2Ficon-UP-02 SN: HP- USE21308P3, Ficon- FC41730418, Hifn-060159081301280038	FY24	1000	1110	53806		24,310.13	24,310.13
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 24,310.13

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

The following documents have been attached: ☐ W-9 ☒ Vendor Ethics Disclosure Statement



871 Marlborough Ave., Suite 100
Riverside, CA 92517
Phone: (951) 781-4100

LUMINEX SUPPORT RENEWAL
Quotation
DDP020124

Account Manager	Zac Fisher
Phone	934-308-4101
Email	zfisher@luminex.com

Date	2/1/2024
------	----------

Support Expiration Date	3/31/2024
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Sold To
Dupage County Illinois
Information Technology
421 N. County Farm Rd. L300C
Wheaton, IL 60187

Ship To
Dupage County Illinois
Attn: Greg Smith
421 N. County Farm Rd. L300C
Wheaton, IL 60187

QTY	PART NO.	Description	Unit Price	Extended Price
PRODUCTION SITE				
1	SUPPORT-P+	Platinum + Annual Software/Hardware Support	MVT-110i-ESC (G7)/CG-2Ficon-UP-02	24,310.13 \$ 24,310.13
		SN: HP-USE21308P3, Ficon-FC41730418, Hifn-060159081301280038		
	Support Period	4/1/24 - 3/31/25	Full support is not available for these products beyond EOS of 3/31/2024. Security patches, bug fixes, and other OS and software updates may not be available.	
Shipping Method		FedEx	Subtotal	24,310.13
Priority		Ground	Discount	
FOB		Origin	TOTAL (US)	\$ 24,310.13
Terms		30 Day Net Due		



January 24, 2024

DuPage County
421 N. County Farm Road
Wheaton, IL 60187

Re: Luminex Software, Inc. ("LUMINEX") Product Support and Maintenance

To whom it may concern,

Please be advised that Luminex has not licensed or authorized any third party to provide support for its hardware and software. Luminex is the sole source which can provide support and maintenance for the hardware and software.

If you have any questions concerning the subject of this letter, please do not hesitate to contact me.

Brian Hawley, CTO
Luminex Software, Inc.
bhawley@luminex.com
www.luminex.com



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: 1/18/2024

Bid/Contract/PO #: 11190

Company Name: Luminex	Company Contact: Zac Fisher
Contact Phone: 951-781-4100	Contact Email: renewals@luminex.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.

Signature on File

Authorized Signature

Printed Name

Zac Fisher

Title

Support Renewal Manager

Date

1/18/2024

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



Change Order

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

File #: 24-0550

Agenda Date: 2/6/2024

Agenda #: 8.D.

Consent
TEC 2/6
CB 2/13



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Jan 17, 2024

MinuteTraq (IQM2) ID #:

Purchase Order #: 4216-0001-SERV	Original Purchase Order Date: Dec 1, 2019	Change Order #: 3	Department: IT
Vendor Name: CDW Government, Inc.		Vendor #: 10667	Dept Contact: Joe Hamlin
Background and/or Reason for Change Order Request:	PO expired. Decrease and close PO.		
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	\$2,917,480.62
B	Net \$ change for previous Change Orders	(\$1,282.58)
C	Current contract amount (A + B)	\$2,916,198.04
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$1,944,987.08)
E	New contract amount (C + D)	\$971,210.96
F	Percent of current contract value this Change Order represents (D / C)	-66.70%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-66.71%

DECISION MEMO NOT REQUIRED			
<input type="checkbox"/> Cancel entire order	<input type="checkbox"/> Close Contract	<input type="checkbox"/> Contract Extension (29 days)	<input type="checkbox"/> Consent Only
<input type="checkbox"/> Change budget code from: _____ to: _____			
<input type="checkbox"/> Increase/Decrease quantity from: _____ to: _____			
<input type="checkbox"/> Price shows: _____ should be: _____			
<input checked="" type="checkbox"/> Decrease remaining encumbrance and close contract	<input type="checkbox"/> Increase encumbrance and close contract	<input type="checkbox"/> Decrease encumbrance	<input type="checkbox"/> Increase encumbrance

DECISION MEMO REQUIRED	
<input type="checkbox"/> Increase (greater than 29 days) contract expiration from: _____ to: _____	
<input type="checkbox"/> Increase \geq \$2,500.00, or \geq 10%, of current contract amount <input type="checkbox"/> Funding Source _____	
<input type="checkbox"/> OTHER - explain below: _____	

SJG	5037	Jan 17, 2024	ALM	5005	01/19/2024
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date	1/22/24	
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		