



DU PAGE COUNTY

Technology Committee

Final Regular Meeting Agenda

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

Tuesday, November 4, 2025

11:00 AM

Room 3500B

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

5.A. [25-2472](#)

Approval of Minutes for the Technology Committee - Regular Meeting - Tuesday, October 7, 2025

6. PROCUREMENT REQUISITIONS

6.A. [TE-P-0019-25](#)

Recommendation for the approval of a contract purchase order to CDW Government, for a Microsoft Enterprise Agreement (EA) for all Microsoft Software and Azure Cloud Services, for GIS and Information Technology, for the period of December 1, 2025 through November 30, 2028, for a total contract amount of \$4,095,838.65. Contract pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2 (State of Illinois Master Agreement #8250858).

6.B. [TE-P-0020-25](#)

Recommendation for the approval of a contract purchase order to BDO USA LLP, for the annual software maintenance of FireEye Security software, for Information Technology, for the period of December 10, 2025 through December 9, 2026, for a contract total amount of \$189,409. This is the third and final optional renewal per lowest responsible bidder, bid #22-124-IT.

6.C. [TE-P-0021-25](#)

Recommendation for the approval of a contract purchase order to SHI International Corp, for an Enterprise Term Lease Agreement with Adobe Systems Inc., for Adobe software licensing for use by DuPage County and the Forest Preserve District of DuPage County, for Information Technology, for the period of December 10, 2025 through December 9, 2026, for a contract total of \$155,994.59. Contract pursuant to the Intergovernmental Cooperation Act (Sourcewell Contract #121923-SHI). The Forest Preserve will be charged back for their portion of this purchase.

6.D. [TE-P-0022-25](#)

Recommendation for the approval of a contract purchase order to MHC Software, Inc., for annual maintenance of the Enterprise Content Management System that integrates with the ERP system for Finance and Human Resources, for Information Technology, for the period of December 1, 2025 through November 30, 2026, for a contract total amount of \$91,930.60. Per 55 ILCS 5/5-1022(c) not suitable for competitive bids. (Sole Source - This is proprietary software.)

6.E. [TE-P-0023-25](#)

Recommendation for the approval of a contract purchase order to Critical Power Solutions Group, LLC, for the procurement and delivery of an Eaton Uninterruptible Power Supply (UPS), for Information Technology, for the period of December 1, 2025 through November 30, 2026, for a contract total amount of \$83,748; per lowest responsible bid #25-111-IT.

6.F. [TE-P-0024-25](#)

Recommendation for the approval of a contract to Granicus LLC, for annual support and hosting of Legistar legislative management software and streaming services, for Information Technology, for the period of December 1, 2025 through November 30, 2026, for a total contract amount of \$45,066.22, per Cooperative Purchasing Agreement pricing, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act" NCPA 01-115.

6.G. [TE-P-0018-25](#)

Recommendation for the approval of a contract purchase order to Verizon Wireless, for wireless tablet and machine-to-machine services, for the Sheriff's Office, Division of Transportation, Stormwater, and Public Works, for the period of November 16, 2025 through September 30, 2026, for a total contract amount not to exceed \$33,510; contract pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2 (State of Illinois Master Contract #CMS793372P).

7. INFORMATIONAL ITEMS**7.A. [FI-P-0012-25](#)**

Recommendation for the approval of a contract purchase order issued to Alliant Insurance Services, Inc. (Coalition), to secure cyber liability insurance for the County, for Finance - Tort Liability, for the period of December 1, 2025 to December 1, 2026, for a contract total amount not to exceed \$137,191. Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(2).

7.B. [DT-R-0035-25](#)

Agreement between the County of DuPage, Illinois and Oxcart Permit Systems, LLC. Overweight/Over Dimension Permitting Services as needed for the Division of Transportation, for the period of December 1, 2025 through November 30, 2029. (No County cost).

8. OLD BUSINESS

9. NEW BUSINESS

10. ADJOURNMENT



Minutes

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

File #: 25-2472

Agenda Date: 11/4/2025

Agenda #: 5.A.



DU PAGE COUNTY

Technology Committee

Summary

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

Tuesday, October 7, 2025

11:00 AM

Room 3500B

1. CALL TO ORDER

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

2. ROLL CALL

PRESENT	Berlin, Chaplin, Childress, Covert, Eckhoff, Galassi, Henry, Kaczmarek, Lukas, Martinez, White, and Yoo
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3. CHAIRWOMAN'S REMARKS - CHAIR COVERT

Chair Covert thanked the IT Department's GIS team for their work on the pollinator hub site. She mentioned that IT staff sent out an email encouraging county staff to create phishing emails that can be sent out and tested. She also mentioned that an email regarding training on Artificial Intelligence (AI) was sent out yesterday. Upon completion of the AI training, employees will gain access to Microsoft Copilot Chat.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [25-2263](#)

Approval of Minutes for the Technology Committee - Regular Meeting - Tuesday, September 16, 2025

RESULT:	APPROVED
MOVER:	Gwen Henry
SECONDER:	Yeena Yoo

6. INTERGOVERNMENTAL AGREEMENTS

6.A. [TE-R-0002-25](#)

Intergovernmental Agreement between the County of DuPage ("County") and the Lisle-Woodridge Fire Protection District ("District") to permit County staff to create drive time polygons from each fire station within the District, as outlined in attachments A and B.

RESULT:	APPROVED AT COMMITTEE
MOVER:	Yeena Yoo
SECONDER:	Michael Childress

7. PROCUREMENT REQUISITIONS

A motion was made by Chair Covert to combine items 7.A. through 7.F. under Procurement Requisitions. Member Childress moved, seconded by Member Galassi. All ayes. Motion carried.

7.A. [TE-P-0014-25](#)

Recommendation for the approval of a contract purchase order to Tyler Technologies, Inc., for annual maintenance and support of the Tyler Enterprise Assessment & Tax system, Identity Workforce Advanced, and Cashiering for the Tyler IaaS World Software, for Information Technology, for the period of January 1, 2026 through December 31, 2026, for a total contract amount of \$1,033,770; per renewal of RFP #18-172-CC.

Member Eckhoff asked about the Tyler software performance. Mr. McPhearson said that from IT's perspective, it is working well. He also noted that judicial departments use a different version of Tyler software for other purposes.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Michael Childress
SECONDER:	Kari Galassi

7.B. [TE-P-0015-25](#)

Recommendation for the approval of a contract purchase order to Learning Tree International USA, Inc., for the procurement of fifteen (15) educational training vouchers, which do not expire, for Information Technology, for the period of October 15, 2025 through October 14, 2026, for a contract total amount of \$31,410; contract pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2 (GSA Schedule GS-35F-369CA).

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Michael Childress
SECONDER:	Kari Galassi

7.C. [TE-P-0016-25](#)

Recommendation for the approval of a contract purchase order to Granicus LLC, for an annual subscription to the GovDelivery software platform used by the County Board to send out the County's e-newsletters, paid for by Information Technology, for the period of October 26, 2025 to November 30, 2026, for Information Technology, for a contract total amount of \$36,081.49. Contract pursuant to the Intergovernmental Cooperation Act (NCPA Contract #01-115).

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Michael Childress
SECONDER:	Kari Galassi

7.D. [TE-P-0017-25](#)

Recommendation for the approval of a contract purchase order to Insight Public Sector, for the purchase of laptops, desktops, monitors, and docking stations, for the period of October 15, 2025 through November 30, 2025, for a contract total amount not to exceed \$337,369 (IT - \$284,174; Finance - \$12,203; Human Resources - \$5,227; Facilities Management - \$18,760; Public Defender - \$4,270; Office of Homeland Security & Emergency Management - \$12,735). Contract pursuant to the Intergovernmental Cooperation Act (OMNIA Contract #23-6692-03).

Member Yoo asked for clarification on where the funds for this purchase are coming from. Mr. Burnson confirmed that the cost for IT is coming out of surplus funds, and the cost for the other departments is coming out of their regular budgets.

RESULT: APPROVED AND SENT TO FINANCE

MOVER: Michael Childress

SECONDER: Kari Galassi

7.E. [25-2185](#)

Recommendation for the approval of a contract purchase order to Emphasys Computer Solutions, for the annual maintenance and support of Sympro Treasury Management software for the Treasurer's Office, paid for by Information Technology, for the period of December 1, 2025 through November 30, 2026, for a contract total amount of \$29,452.28, per 55 ILCS 5/5-1022(d) exempt from bidding - IT/Telecom purchases which do not exceed \$35,000.

RESULT: APPROVED

MOVER: Michael Childress

SECONDER: Kari Galassi

7.F. [25-2281](#)

Recommendation for the approval of a contract purchase order to Infor (US) Inc., for year end patch installation and application support for the Finance, Human Resources, and Payroll modules of the ERP system, for the Human Resources Department, for the period of December 1, 2025 through November 30, 2026, for a total contract amount of \$27,101.24. Other professional services not suitable for competitive bid per 55 ILCS 5/5-1022(c). (Sole Source - this is proprietary software that must be maintained and supported by the vendor, Infor (US) Inc.)

RESULT: APPROVED

MOVER: Michael Childress

SECONDER: Kari Galassi

8. CONSENT ITEMS**8.A. [25-2294](#)**

Information Technology - Infor Inc. 5492-1-SERV - This Purchase Order is decreasing in the amount of \$18,000, and closing due to the contract expiring.

RESULT:	APPROVED
MOVER:	Yeena Yoo
SECONDER:	Kari Galassi

8.B. [25-2295](#)

Information Technology - AT&T Mobility II LLC 5541-1-SERV - This Purchase Order is decreasing in the amount of \$220,420.69, and closing due to the contract expiring.

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Kari Galassi

8.C. [25-2296](#)

Information Technology - Zion Cloud Solutions LLC 6075-1-SERV - This Purchase Order is decreasing in the amount of \$80,899, and closing due to the contract expiring.

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Kari Galassi

9. OLD BUSINESS

No old business was discussed.

10. NEW BUSINESS

Member Yoo asked about the cost for iLegislate. Mr. McPhearson stated that iLegislate comes as an add-on option at no additional cost.

11. ADJOURNMENT

With no further business, the meeting was adjourned.



Technology Requisition \$30,000 and Over

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

File #: TE-P-0019-25

Agenda Date: 11/4/2025

Agenda #: 6.A.

AWARDING RESOLUTION ISSUED TO
CDW GOVERNMENT
FOR MICROSOFT ENTERPRISE AGREEMENT
FOR INFORMATION TECHNOLOGY
(CONTRACT TOTAL AMOUNT \$4,095,838.65)

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 Microsoft Enterprise Agreement; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the State of Illinois Master Agreement #8250858, the County of DuPage will contract with CDW Government; and

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract to CDW Government, for Microsoft Enterprise Agreement, for the period of December 1, 2025 through November 30, 2028, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for Microsoft Enterprise Agreement, for the period of December 1, 2025 through November 30, 2028, for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to CDW Government, 230 N. Milwaukee Ave., Vernon Hills, IL 60061, for a contract total amount not to exceed \$4,095,838.65, per contract pursuant to the State of Illinois Master Agreement #8250858.

Enacted and approved this 12th day of November, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 25-2467	RFP, BID, QUOTE OR RENEWAL #: CDW Quote	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$4,095,838.65
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 10/21/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$4,095,838.65
	CURRENT TERM TOTAL COST: \$4,095,838.65	MAX LENGTH WITH ALL RENEWALS: THREE YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: CDW-G	VENDOR #: 10667	DEPT: Information Technology	DEPT CONTACT NAME: Joe Hamlin
VENDOR CONTACT: Meagan McKone	VENDOR CONTACT PHONE: 312-705-9502	DEPT CONTACT PHONE #: 630-407-5000	DEPT CONTACT EMAIL: joe.hamlin@dupagecounty.gov
VENDOR CONTACT EMAIL: MeaganM@cdwg.com	VENDOR WEBSITE: www.cdwg.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.). We are requesting that we enter into a new 3 year agreement to keep our Microsoft licensing active. This agreement was procured using the State of Illinois Master Agreement #8250858, which was awarded to CDW-G.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This procurement is vital to keep the county running. All of our users utilize the Microsoft system on a daily basis to complete job tasks. The Enterprise agreement includes all Windows server and Windows desktop licensing, in addition to all Office licensing.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING	

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. We utilized the State of Illinois contract for Microsoft licensing.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Enter into the Enterprise Agreement and keep the county functioning. 2. Take no action, leaving county staff unable to accomplish daily job tasks.

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: CDW Government	Vendor#: 312-705-9502	Dept: Information Technology	Division:
Attn: Maegan McKone	Email: Meaganm@cdwg.com	Attn: Sarah Godzicki	Email: ITAP@dupagecounty.gov
Address: 230 N. Milwaukee Ave.	City: Vernon Hills	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60061	State: IL	Zip: 60187
Phone: 312-705-9093	Fax:	Phone: 630-407-5037	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: CDW Government	Vendor#: 312-705-9502	Dept: Information Technology	Division:
Attn:	Email:	Attn: Joe Hamlin	Email: Joe.Hamlin@dupagecounty.gov
Address: 75 Remittance Drive	City: Chicago	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60675-1515	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5000	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2025	Contract End Date (PO25): Nov 30, 2028

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA	EA Year 1	Microsoft licenses for DuPage County	FY26	1000	1110	53807		1,365,279.55	1,365,279.55
2	1	EA	EA Year 2	Microsoft licenses for DuPage County	FY27	1000	1110	53807		1,365,279.55	1,365,279.55
3	1	EA	EA Year 3	Microsoft licenses for DuPage County	FY28	1000	1110	53807		1,365,279.55	1,365,279.55
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 4,095,838.65

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



CDW Government, LLC
Microsoft Enterprise 6.6 Agreement Pricing

**Enterprise Quote
for**

DuPage County Procurement Services

Date 9/17/25
Account Manager Meagan

VSL Specialist Mike Buckley
Channel Price Sheet Month Sept

Quote Valid until 12/1/2025

Annual Payment
Customer to make three annual payments to CDW-G

Microsoft Part #	Description	Level	Quantity	Year 1		Year 2		Year 3	
				Price	Extended	Price	Extended	Price	Extended
Online Services - Lead Enrollment									
AAD-34700	M365 G3 Unified FSA Renewal GCC Sub Per User	D	1,135	\$ 337.70	\$ 383,289.50	\$ 337.70	\$ 383,289.50	\$ 337.70	\$ 383,289.50
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	D	500	\$ 397.27	\$ 198,635.00	\$ 397.27	\$ 198,635.00	\$ 397.27	\$ 198,635.00
8RI-00005	M365 G5 eDiscovery & Audit GCC Sub Add-on	D	1,635	\$ 56.30	\$ 92,050.50	\$ 56.30	\$ 92,050.50	\$ 56.30	\$ 92,050.50
AAL-45735	M365 G5 GCC Sub Per User	D	10	\$ 629.01	\$ 6,290.10	\$ 629.01	\$ 6,290.10	\$ 629.01	\$ 6,290.10
AAD-63092	M365 F3 Unified GCC Sub Per User	D	58	\$ 85.65	\$ 4,967.70	\$ 85.65	\$ 4,967.70	\$ 85.65	\$ 4,967.70
VWN-00001	M365 F5 eDiscovery & Audit GCC Sub Add-on	D	58	\$ 42.76	\$ 2,480.08	\$ 42.76	\$ 2,480.08	\$ 42.76	\$ 2,480.08
EP2-24658	M365 Copilot GCC Sub Add-on	D	30	\$ 376.20	\$ 11,286.00	\$ 376.20	\$ 11,286.00	\$ 376.20	\$ 11,286.00
8S2-00003	Copilot Studio Legacy USL GCC Sub Per User	D	6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7E7-00001	Planner & Project P3 FSA GCC Renewal Sub Per User	D	11	\$ 239.26	\$ 2,631.86	\$ 239.26	\$ 2,631.86	\$ 239.26	\$ 2,631.86
7MS-00001	Planner & Project P3 GCC Sub Per User	D	9	\$ 281.40	\$ 2,532.60	\$ 281.40	\$ 2,532.60	\$ 281.40	\$ 2,532.60
10S-00001	Power Automate Premium GCC Sub Per User	D	3	\$ 165.53	\$ 496.59	\$ 165.53	\$ 496.59	\$ 165.53	\$ 496.59
6U1-00004	Power BI Premium USL GCC Sub Per User	D	2	\$ 206.41	\$ 412.82	\$ 206.41	\$ 412.82	\$ 206.41	\$ 412.82
DDJ-00001	Power BI Pro GCC Sub Per User	D	4	\$ 103.08	\$ 412.32	\$ 103.08	\$ 412.32	\$ 103.08	\$ 412.32
P3U-00001	Visio P2 GCC Sub Per User	D	50	\$ 140.70	\$ 7,035.00	\$ 140.70	\$ 7,035.00	\$ 140.70	\$ 7,035.00
Tenant ID: DuPage County Sheriff				\$ -					
AAD-34700	M365 G3 Unified FSA Renewal GCC Sub Per User	D	550	\$ 337.70	\$ 185,735.00	\$ 337.70	\$ 185,735.00	\$ 337.70	\$ 185,735.00
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	D	35	\$ 397.27	\$ 13,904.45	\$ 397.27	\$ 13,904.45	\$ 397.27	\$ 13,904.45
P3U-00001	Visio P2 GCC Sub Per User	D	1	\$ 140.70	\$ 140.70	\$ 140.70	\$ 140.70	\$ 140.70	\$ 140.70
Software Assurance Products				\$ -					
9GS-00135	CIS Suite Datacenter Core ALng SA 2L	D	136	\$ 188.85	\$ 25,683.60	\$ 188.85	\$ 25,683.60	\$ 188.85	\$ 25,683.60
9GA-00313	CIS Suite Standard Core ALng SA 2L	D	96	\$ 40.25	\$ 3,864.00	\$ 40.25	\$ 3,864.00	\$ 40.25	\$ 3,864.00
359-00961	SQL CAL ALng SA User CAL	D	30	\$ 38.75	\$ 1,162.50	\$ 38.75	\$ 1,162.50	\$ 38.75	\$ 1,162.50
228-04433	SQL Server Standard ALng SA	D	2	\$ 166.66	\$ 333.32	\$ 166.66	\$ 333.32	\$ 166.66	\$ 333.32
7IQ-00343	SQL Server Enterprise Core ALng SA 2L	D	48	\$ 2,552.14	\$ 122,502.72	\$ 2,552.14	\$ 122,502.72	\$ 2,552.14	\$ 122,502.72
7NQ-00292	SQL Server Standard Core ALng SA 2L	D	120	\$ 665.62	\$ 79,874.40	\$ 665.62	\$ 79,874.40	\$ 665.62	\$ 79,874.40
QEJ-00003	Visual Studio Ent with GitHub ALng SA	D	12	\$ 1,106.66	\$ 13,279.92	\$ 1,106.66	\$ 13,279.92	\$ 1,106.66	\$ 13,279.92
QEK-00003	Visual Studio Pro with GitHub ALng SA	D	3	\$ 317.01	\$ 951.03	\$ 317.01	\$ 951.03	\$ 317.01	\$ 951.03
6VC-01254	Win Remote Desktop Services CAL ALng SA UCAL	D	350	\$ 26.84	\$ 9,394.00	\$ 26.84	\$ 9,394.00	\$ 26.84	\$ 9,394.00
9EA-00039	Win Server DC Core ALng LSA 2L	D	34	\$ 348.53	\$ 11,850.02	\$ 348.53	\$ 11,850.02	\$ 348.53	\$ 11,850.02
9EA-00278	Win Server DC Core ALng SA 2L	D	42	\$ 142.96	\$ 6,004.32	\$ 142.96	\$ 6,004.32	\$ 142.96	\$ 6,004.32
9EM-00270	Win Server Standard Core ALng SA 2L	D	210	\$ 21.95	\$ 4,609.50	\$ 21.95	\$ 4,609.50	\$ 21.95	\$ 4,609.50
Azure				\$ -					
6QK-00001-12-SLG	Azure prepayment	D	45	\$ 1,254.00	\$ 56,430.00	\$ 1,254.00	\$ 56,430.00	\$ 1,254.00	\$ 56,430.00
6QK-00001-36-SLG	Azure prepayment	D	32	\$ 3,657.50	\$ 117,040.00	\$ 3,657.50	\$ 117,040.00	\$ 3,657.50	\$ 117,040.00
J5U-00004-12-SLG	AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision	D	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total				\$ 1,365,279.55		Total	\$ 1,365,279.55	Total	\$ 1,365,279.55
Three Year Total				\$ 4,095,838.65					

Notes

No Tax Referenced
EA Renewal - 8020472
New Enrollment Start Date: 12/1/2025
State Master Agreement: 8250858
IL Sourcewell Contract

Terms and Conditions of sales and services projects are governed by the terms at:
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>



TERMS AND CONDITIONS

SALES AND SERVICE PROJECTS

PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY

THE TERMS AND CONDITIONS OF PRODUCT SALES AND SERVICE PROJECTS ARE LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY YOU ("CUSTOMER") ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

BY ACCEPTING DELIVERY OF THE PRODUCTS OR BY ENGAGING THE CDW AFFILIATE IDENTIFIED ON THE INVOICE, STATEMENT OF WORK OR OTHER CDW DOCUMENTATION ("SELLER") TO PROVIDE PRODUCT OR PERFORM OR PROCURE ANY SERVICES, CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS, UNLESS CUSTOMER AND SELLER HAVE SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN.

ANY GENERAL DESCRIPTION OF THE TYPES OF PRODUCTS OR SERVICES AND RESULTS THEREOF POSTED ON ANY SELLER WEBSITE OR MOBILE APPLICATION DO NOT CONSTITUTE PART OF THE AGREEMENT BETWEEN SELLER AND CUSTOMER.

Important Information About These Terms and Conditions

These Terms and Conditions constitute a binding contract between Customer and Seller and are referred to herein as either "Terms and Conditions" or this "Agreement". Customer accepts these Terms and Conditions by making a purchase from or placing an order with Seller or shopping on any Seller Website or Mobile Application (each, a "Site") or otherwise requesting products (the "Products") or engaging Seller to perform or procure any Services (as this and all capitalized terms are defined herein). These Terms and Conditions are subject to change without

prior notice, except that the Terms and Conditions posted on a Site at the time Customer places an order or signs a Statement of Work will govern the order in question unless otherwise agreed in writing by Seller and Customer.

Customer consents to receiving electronic records, which may be provided via a Web browser or e-mail application connected to the Internet; individual consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting Seller. In addition, Internet connectivity requires access services from an Internet access provider. Contact your local access provider for details. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.

Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these Terms and Conditions or any purchase order or invoice, or any document in electronic or written form that is signed and delivered by each of the parties for the performance of Services other than Third Party Services (each, a "Statement of Work"). This Agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety any and all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the parties with respect to the subject matter hereof.

Governing Law

THESE TERMS AND CONDITIONS, ANY STATEMENTS OF WORK, THE SERVICES HEREUNDER AND ANY SALE OF PRODUCTS HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. ANY ARBITRATION, ENFORCEMENT OF AN ARBITRATION OR LITIGATION WILL BE BROUGHT EXCLUSIVELY IN COOK COUNTY, ILLINOIS, AND CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING. Except in the case of nonpayment, neither party may institute any action in any form arising out of these Terms and Conditions more than one (1) year after the cause of action has arisen. The rights and remedies provided Seller under these Terms and Conditions are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

Title; Risk of Loss

If Customer provides Seller with Customer's carrier account number or selects a carrier other than a carrier that regularly ships for Seller, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the carrier (F.O.B. Origin, freight collect). For all other shipments, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the specified destination (F.O.B. Destination, freight prepaid and added). Notwithstanding the foregoing, title to software will remain with the applicable licensor(s), and Customer's rights therein are contained in the license agreement between such licensor(s) and Customer.

Services

Customers may order services (collectively, "Services") from or through Seller from time to time. Certain Services may be provided by third parties, including, but not limited to, extended warranty service by manufacturers, and are sold by Seller as distributor or sales agent ("Third Party Services").

In the case of Third Party Services, Customer shall consider the third party to be the contracting party and the third party shall be the party responsible for providing the services to the Customer and Customer will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Services. Customer and Customer's Affiliates (defined below) hereby release Seller and Seller's Affiliates (defined below) from any and all claims arising from or relating to the purchase or provision of any such Third Parties Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by Seller will be collected solely in the capacity as an independent sales agent. For purposes of this Agreement (a) "Affiliate" means, with respect to Seller, entities that Control, are Controlled by, or are under common Control with Seller; and, with respect to Customer, entities both that Control are Controlled by, or are under common Control with Customer, and (b) "Control" or "Controlled" means the possession, directly or indirectly, of the power to direct or cause the direction of the affairs of another whether by ownership of shares, ability to appoint officers, contract or otherwise.

Where Services are ordered in a Statement of Work, each Statement of Work hereby incorporates these Terms and Conditions and constitutes a separate agreement with respect to the Services performed. Seller, or any of its Affiliates on behalf of Seller, may execute a Statement of Work. In the event of an addition to or a conflict between any term or condition of the Statement of Work and these Terms and Conditions, these Terms and Conditions will control, except as expressly amended in the applicable Statement of Work by specific reference to this Agreement. Each such amendment will be applicable only with respect to such Statement of Work and not to future Statements of Work. Changes to the scope of the Services described in a Statement of Work will be made only in a writing executed by authorized representatives of both parties. Seller will have no obligation to commence work in connection with any such change, unless and until the change is agreed upon in that writing executed by both parties. All such changes to the scope of the Services will be governed by these Terms and Conditions and the applicable Statement of Work. Each Statement of Work may be signed in separate counterparts each of which shall be deemed an original and all of which together will be deemed to be one original.

Cooperation

In addition to any specific Customer duties set forth in any applicable Statement of Work, Customer agrees to cooperate with Seller in connection with performance of the Services by providing: (i) timely responses to Seller's inquiries and requests for approvals and authorizations, (ii) access to any information or materials reasonably requested by Seller which are necessary or useful as determined by Seller in connection with providing the Services, including, but not limited to, physical and computer access to Customer's computer systems, and (iii) all Required Consents necessary for Seller to provide the Services. "Required Consents" means consents or approvals required to give Seller, its Affiliates, and its and their subcontractors the right or license to access, use and modify all data and third-party products. Customer acknowledges and agrees that the Services are dependent upon the completeness and accuracy of information provided by Customer and the knowledge and cooperation of the agents, employees or subcontractors ("Personnel") engaged or appointed by Customer who are selected by Customer to work with Seller.

Seller will follow all reasonable Customer security rules and procedures, as communicated in writing by Customer to Seller from time to time.

Access

Seller may perform the Services at Customer's place of business, at Seller's own facilities or such other locations as Seller and Customer deem appropriate. When the Services are performed at Customer's premises, Seller will attempt to perform such Services within Customer's normal business hours unless otherwise jointly agreed to by the parties. Customer will also provide Seller access to Customer's staff and any other Customer resources (and when the Services are provided at another location designated by Customer, the staff and resources at such location) that Seller determines are useful or necessary for Seller to provide the Services. When the Services are provided on Customer's premises or at another location designated by Customer, Customer agrees to maintain adequate insurance coverage to protect Seller and Customer's premises and to indemnify and hold Seller and its Affiliates, and its and their agents and employees harmless from any loss, cost, damage or expense (including, but not limited to, attorneys' fees and expenses) arising out of any product liability, death, personal injury or property damage or destruction occurring at such location in connection with the performance of the Services, other than solely as a result of Seller's gross negligence or willful misconduct.

Payment

Orders are not binding upon Seller until accepted by Seller. Customer agrees to pay the total purchase price for the Products plus shipping (to the extent shipping is not prepaid by Customer), including shipping charges that are billed to Seller as a result of using Customer's carrier account number. Terms of payment are within Seller's sole discretion. In connection with Services being performed pursuant to a Statement of Work, Customer will pay for the Services in the amounts and in accordance with any payment schedule set forth in the applicable Statement of Work. If no payment schedule is provided, Customer will pay for the Services as invoiced by Seller. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice, subject to continuing credit approval by Seller. Seller, or any of its Affiliates on behalf of Seller may issue an invoice to Customer. Seller may invoice Customer separately for partial shipments, and Seller may invoice Customer for all of the Services described in a Statement of Work or any portion thereof. Customer agrees to pay interest on all past-due sums at the lower of one and one-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay for, and will indemnify and hold Seller and its Affiliates harmless from, any applicable sales, use, transaction, excise or similar taxes and any federal, state or local fees or charges (including, but not limited to, environmental or similar fees), imposed on, in respect of or otherwise associated with any Statement of Work, the Products or the Services. Customer must claim any exemption from such taxes, fees or charges at the time of purchase and provide Seller with the necessary supporting documentation. In the event of a payment default, Customer will be responsible for all of Seller's costs of collection, including, but not limited to, court costs, filing fees and attorneys' fees. In addition, if payments are not received as described above, Seller reserves the right to suspend Services until payment is received. Customer hereby grants to Seller a security interest in the Products to secure payment in full. Customer authorizes Seller to file a financing statement reflecting such security interest. Except as otherwise specified on an applicable Statement of Work, Customer will reimburse Seller for all reasonable out-of-pocket expenses incurred by Seller in connection with the performance of the Services, including, but not limited to, travel and living expenses.

Export Sales

If this transaction involves an export of items (including, but not limited to, commodities, software or technology) subject to the Export Administration Regulations, such items were exported from the United States by Seller in accordance with the Export Administration Regulations. Customer agrees that it will not divert, use, export or re-export such items contrary to United States law. Customer expressly acknowledges and agrees that it will not export, re-export, or provide such items to any entity or person within any country that is subject to United States economic sanctions imposing comprehensive embargoes without obtaining prior authorization from the United States Government. The list of such countries subject to United States economic sanctions or embargoes may change from time to time but currently includes Cuba, Iran, Sudan, and Syria. Customer also expressly acknowledges and agrees that it will not export, re-export, or provide such items to entities and persons that are ineligible under United States law to receive such items, including but not limited to, any person or entity on the United States Treasury Department's list of Specially Designated Nationals or on the United States Commerce Department's Denied Persons List, Entity List, or Unverified List. In addition, manufacturers' warranties for exported Products may vary or may be null and void for Products exported outside the United States.

Warranties

Customer understands that Seller is not the manufacturer of the Products purchased by Customer hereunder and the only warranties offered are those of the manufacturer, not Seller or its Affiliates. In purchasing the Products, Customer is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the Products that may be provided by Seller or its Affiliates. SELLER AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Customer expressly waives any claim that it may have against Seller or its Affiliates based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights (each a "Claim") with respect to any Product and also waives any right to indemnification from Seller or its Affiliates against any such Claim made against Customer by a third party. Customer acknowledges that no employee of Seller or its Affiliates is authorized to make any representation or warranty on behalf of Seller or any of its Affiliates that is not in this Agreement.

Seller makes no warranties to the Customer and the Customer hereby acknowledges that Seller makes no warranties in regard to the applicability of all laws and regulations affecting, without limitation the manufacture, performance, sale, packaging and labelling of the Products which are in force within the Customer's territory.

Customer further acknowledges and agrees that Seller makes no representations, warranties or assurances that the Products are designed for or suitable for use in any high risk environment, including but not limited to aircraft or automobile safety devices or navigation, life support systems or medical devices, nuclear facilities, or weapon systems, and Customer agrees to indemnify Seller in connection with any such use of the

Products. Customer further agrees to review and comply with the manufacture's disclaimers and restrictions regarding the use of the Products in high risk environments.

Seller warrants that the Services will be performed in a good and workmanlike manner. Customer's sole and exclusive remedy and Seller's entire liability with respect to this warranty will be, at the sole option of Seller, to either (a) use its reasonable commercial efforts to reperform or cause to be reperformed any Services not in substantial compliance with this warranty or (b) refund amounts paid by Customer related to the portion of the Services not in substantial compliance; provided, in each case, Customer notifies Seller in writing within five (5) business days after performance of the applicable Services. EXCEPT AS SET FORTH HEREIN OR IN ANY STATEMENT OF WORK THAT EXPRESSLY AMENDS SELLER'S WARRANTY, AND SUBJECT TO APPLICABLE LAW, SELLER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THIRD PARTY SERVICES, ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN PERFORMING SERVICES AND ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF SELLER OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES THAT IS NOT IN THIS AGREEMENT OR IN A STATEMENT OF WORK EXPRESSLY AMENDING SELLER'S WARRANTY.

Customer shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption. Customer shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of Services. SELLER, ITS AFFILIATES, AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND CUSTOMER ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE SERVICES.

Seller will not be responsible for and no liability shall result to Seller or any of its Affiliates for any delays in delivery or in performance which result from any circumstances beyond Seller's reasonable control, including, but not limited to, Product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, embargo, acts of God or acts or laws of any government or agency. Any shipping dates or completion dates provided by Seller or any purported deadlines contained in a Statement of Work or any other document are estimates only.

Pricing Information; Availability Disclaimer

Seller reserves the right to make adjustments to pricing, Products and Service offerings for reasons including, but not limited to, changing market conditions, Product discontinuation, Product unavailability, manufacturer price changes, supplier price changes and errors in advertisements. All orders are subject to Product availability and the availability of Personnel to perform the Services. Therefore, Seller cannot guarantee that it will

be able to fulfill Customer's orders. If Services are being performed on a time and materials basis, any estimates provided by Seller are for planning purposes only.

Credits

Any credit issued by Seller to Customer for any reason must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Products and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.

Limitation of Liability

UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SELLER, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST CUSTOMER BY ANY THIRD PARTY; (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY SELLER OR ITS AFFILIATES BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE PRODUCTS OR SERVICES; OR (D) ANY UNAVAILABILITY OF THE PRODUCT FOR USE OR ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE. IN THE EVENT OF ANY LIABILITY INCURRED BY SELLER OR ANY OF ITS AFFILIATES, THE ENTIRE LIABILITY OF SELLER AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM OR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM; OR (B) \$50,000.00.

Limited License

Customer's sole rights to the work product, materials and other deliverables to be provided or created (individually or jointly) in connection with the Services, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information (whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights) or discovered in the course of performance of this Agreement that are embodied in such work or materials ("Work Product") will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Products solely for Customer's internal use. Customer will have no ownership or other property rights thereto and Customer shall have no right to use any such Work Product for any other purpose whatsoever. Customer acknowledges that Sellers may incorporate intellectual property created by third parties into the Work Product ("Third Party Intellectual Property"). Customer agrees that its right

to use the Work Product containing Third Party Intellectual Property may be subject to the rights of third parties and limited by agreements with such third parties.

Confidential Information

Each party anticipates that it may be necessary to provide access to information of a confidential nature of such party, the Affiliates or a third party (hereinafter referred to as "Confidential Information") to the other party in the performance of this Agreement and any Statement of Work.

"Confidential Information" means any information or data in oral, electronic or written form which the receiving party knows or has reason to know is proprietary or confidential and which is disclosed by a party in connection with this Agreement or which the receiving party may have access to in connection with this Agreement, including but not limited to the terms and conditions of each Statement of Work. Confidential Information will not include information which: (a) becomes known to the public through no act of the receiving party; (b) was known to the receiving party, or becomes known to the receiving party from a third party having the right to disclose it and having no obligation of confidentiality to the disclosing party with respect to the applicable information; or (c) is independently developed by agents, employees or subcontractors of the receiving party who have not had access to such information. To the extent practicable, Confidential Information should be clearly identified or labeled as such by the disclosing party at the time of disclosure or as promptly thereafter as possible, however, failure to so identify or label such Confidential Information will not be evidence that such information is not confidential or protectable.

Each party agrees to hold the other party's Confidential Information confidential for a period of three (3) years following the date of disclosure and to do so in a manner at least as protective as it holds its own Confidential Information of like kind but to use no less than a reasonable degree of care. Disclosures of the other party's Confidential Information will be restricted (i) to those individuals who are participating in the performance of this Agreement or the applicable Statement of Work and need to know such Confidential Information for purposes of providing or receiving the Products or Services or otherwise in connection with this Agreement or the applicable Statement of Work, or (ii) to its business, legal and financial advisors, each on a confidential basis. Each party agrees not to use any Confidential Information of the other party for any purpose other than the business purposes contemplated by this Agreement and the applicable Statement of Work. Upon the written request of a party, the other party will either return or certify the destruction of the Confidential Information of the other party.

If a receiving party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose Confidential Information of the other party, the receiving party will give the disclosing party prompt notice of such request so that the disclosing party may seek an appropriate protective order or similar protective measure and will use reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.

Return Privileges

CDW allows Customer returns based on the policies of the original product manufacturer. Software is not returnable if the packaging has been opened. If software was distributed electronically, it is not returnable if the licenses were downloaded. For additional information see CDW's full Product Return Policy at the following link: [Return Policy](#). Customers should contact CDW Customer Relations at 866.SVC.4CDW or e-mail at

Customer Relations to initiate a return or for additional information. Customers must notify CDW Customer Relations of any damaged Products within fifteen (15) days of receipt.

Termination

Either party may terminate performance of a Service or a Statement of Work for cause if the other party fails to cure a material default in the time period specified herein. Any material default must be specifically identified in a written notice of termination. After written notice, the notified party will, subject to the provision of warranties herein, have thirty (30) days to remedy its performance except that it will only have ten (10) days to remedy any monetary default. Failure to remedy any material default within the applicable time period provided for herein will give cause for immediate termination, unless such default is incapable of being cured within the time period in which case the defaulting party will not be in breach (except for Customer's payment obligations) if it used its reasonable efforts to cure the default. In the event of any termination of the Services or a Statement of Work, Customer will pay Seller for all Services performed and expenses incurred up to and including the date of termination plus any termination fee if one is set forth in the applicable Statement of Work. In such event Customer will also pay Seller for any out-of-pocket demobilization or other direct costs resulting from termination. Upon termination, all rights and obligations of the parties under the Service or Statement of Work (as applicable) will automatically terminate except for any right of action occurring prior to termination, payment obligations and obligations that expressly or by implication are intended to survive termination (including, but not limited to, limitation of liability, indemnity, confidentiality, or licensing of Work Product and this survival provision).

Provisions Related to Custom Imaging

If in connection with the provision of Products or Services, Customer desires to have Seller provide installation of custom software images, Customer will be required to execute an Installation Indemnity Agreement, a form of which is provided at <http://www.cdw.com/forms/indemnity/app.asp>

Arbitration

Any claim, dispute, or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including, but not limited to, statutory, common law, intentional tort and equitable claims) arising from or relating to the Products, the Services, the interpretation or application of these Terms and Conditions or any Statement of Work or the breach, termination or validity thereof, the relationships which result from these Terms and Conditions or any Statement of Work (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories hereto), or Seller's or any of its Affiliates' advertising or marketing (collectively, a "Claim") WILL BE RESOLVED, UPON THE ELECTION OF ANY OF SELLER, CUSTOMER OR THE THIRD PARTIES INVOLVED, EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. If arbitration is chosen, it will be conducted pursuant to the Rules of the American Arbitration Association. If arbitration is chosen by any party with respect to a Claim, neither Seller nor Customer will have the right to litigate that Claim in court or to have a jury trial on that Claim or to engage in pre-arbitration discovery, except as provided for in the applicable arbitration rules or by agreement of the parties involved. Further, Customer will

not have the right to participate as a representative or member of any class of claimants pertaining to any Claim. Notwithstanding any choice of law provision included in these Terms and Conditions, this arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16). The arbitration will take place exclusively in Chicago, Illinois. Any court having jurisdiction may enter judgment on the award rendered by the arbitrator(s). Each party involved will bear its own cost of any legal representation, discovery or research required to complete arbitration. The existence or results of any arbitration will be treated as confidential. Notwithstanding anything to the contrary contained herein, all matters pertaining to the collection of amounts due to Seller arising out of the Products or Services will be exclusively litigated in court rather than through arbitration.

Personal Data

If and to the extent that Seller will process Personal Data on behalf of Customer in the provision of Services under this Agreement, the Data Processing Agreement provided at <https://www.cdw.com/content/cdw/en/terms-conditions/cdw-data-processing-agreement.html> shall apply to such processing and is incorporated by reference. As used herein, “Personal Data” means any information that identifies relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household in connection with the Services performed for Customer, including without limitation any information that qualifies as “personal information” or “personal data” under data protection laws applicable to Seller.

Miscellaneous

Seller may assign or subcontract all or any portion of its rights or obligations with respect to the sale of Products or the performance of Services or assign the right to receive payments, without Customer's consent. Customer may not assign these Terms and Conditions, or any of its rights or obligations herein without the prior written consent of Seller. Subject to the restrictions in assignment contained herein, these Terms and Conditions will be binding on and inure to the benefit of the parties hereto and their successors and assigns. No provision of this Agreement or any Statement of Work will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by both parties. The relationship between Seller and Customer is that of independent contractors and not that of employer/employee, partnership or joint venture. If any term or condition of this Agreement or a Statement of Work is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or conditions hereof or thereof or the whole of this Agreement or the applicable Statement of Work. Notices provided under this Agreement will be given in writing and deemed received upon the earlier of actual receipt or three (3) days after mailing if mailed postage prepaid by regular mail or airmail or one (1) day after such notice is sent by courier or facsimile transmission. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights.

International Services

If and to the extent that any Statement of Work involves the provision of Services remotely by Seller to a Customer location outside of the United States, the following additional terms shall apply with respect to those Services only.

Customer will pay for, and will indemnify, defend and hold Seller and its Affiliates and each of their respective directors, officers, employees and agents harmless from loss (of any kind), cost, damage or expense (including, but not limited to, attorney's fees and expenses) arising out of any Taxes. Customer must claim any exemption from such taxes, fees or charges at the time of purchase and provide Seller with the necessary supporting documentation. Any taxes, charges, fees, penalties and interests in respect thereof that are the responsibility of Customer hereunder may be invoiced by Seller in the Product or Services invoices or separately. For purposes of this Section, "Taxes" means any applicable sales, use, transaction, value added, goods and services tax, harmonized sales tax, withholding tax, excise or similar taxes, and any foreign, provincial, federal, state or local fees or charges (including but not limited to, environmental or similar fees) and any income or business tax liability, including any penalties and interest in respect thereof, imposed on, in respect of or otherwise associated with any transaction hereunder, or the Purchased Items (except taxes on or measured by the net income of Seller).

If the Laws or a governmental authority imposes or adopts regulation, or there is a change in the Laws, which requires Seller or any of its Affiliates to register and/or obtain a governmental license, permit, or consent to make the Services available within a jurisdiction, Seller has the right not to make available or terminate the Service to the Customer's Affiliate(s) in such jurisdiction without any liability whatsoever to the Customer or its Affiliates. For purposes of this Agreement, "Laws" means any applicable federal, state, provincial, local, municipal, regional, foreign, international, multinational or other constitution, law, statute, treaty, rule, regulation, regulatory or legislative requirement, ordinance, license, restriction, judicial or administrative order, code, common law or other pronouncement having the effect of law.

Customer and Seller are solely obligated to address and resolve all claims, controversies or disputes associated with provision of Services (including any damages or injuries to a party's foreign Affiliates) in the United States as provided in the Arbitration clause above. In the event a party's foreign Affiliate brings suit or makes a claim or demand against the other party or an Affiliate of the other party located outside of the United States, such party will work with its foreign Affiliate to dismiss the suit, claim, or demand, and such party will bring such suit, claim or demand against the other party directly in the United States instead. In addition, such party will reimburse the other party or the other party's Affiliates for any of the costs or expenses that the other party or the other party's Affiliates reasonably incurred while responding to the suit, claim or demand brought by such party's foreign Affiliate.

Version Date: June 23, 2023

Related Links

- [Site Use](#)
- [Privacy Policy](#)
- [Product Recalls](#)

- [Site Accessibility](#)
- [Site Map](#)

With full-stack expertise, CDW helps you design, orchestrate and manage technologies that drive business success.



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Change Order Request for Participation or Piggyback Contract

Section I - General Information

Requesting Agency	DoIT - Innovation and Tech				
Project Title	JPMC PA PC, Accessories and Software				
Name of Cooperative	Sourcewell		Name of Vendor	CDW-G	
Initial Term of Agency Contract	04/24/2025-10/14/2027		Initial Value	20,000,000	
Purchase Method	Participation	Agency BidBuy PO#	25-448DOIT-TELEC-P-80070	Agency Change Order Req #	25-448DOIT-ADMIN-R-257160

Section II - Change Order Information

1. Provide the original contract description:

Peripherals and optional upgrades for State computers including, but not limited to:

Central Processor (CPU), Battery, Memory, Hard Drive (Internal and External), Cables/Adapters/Dongles and Connectors (Audio/Video/Network/Printer), Storage (including memory stick, USB drives), CD/DVD drives, Graphics/Video Cards, Audio Cards, Speakers, Numeric Keypads, Power Supply, Webcams (monitor integrated or external), Docking Solutions and Port Replicators, Network Interface, Ethernet Adapters, Keyboards and Mice (both bundle sets and individual pieces to include wireless), Headsets (both USB, Wireless, and Bluetooth), Carrying Case (Standard and Rugged), Protective Covers, Screen Protective Covers, AC adapters to include cables for powering and charging, Pen/Stylus, Car Chargers and Power Adapters, Mounting Brackets to include vehicle, Privacy Filters, Apple Desktops, Computer Cases, Desktop Memory Upgrades, PC Compatible Desktop Computers, PC Compatible Workstations, Thin Clients, Windows Based Terminals, Linux/Unix Based Servers, Network Print Servers, Remote Servers, Network Switches Managed and software.

Also included will be 2000 Panasonic Toughbooks laptop computers for Illinois State Police (ISP).

2. Provide a detailed description and explanation for the change required:

For the purposes of transparency, DoIT is posting this notice as its intent to purchase Microsoft Products and Services, including vendor-supplied professional services (that were already under the original scope of the software included in this Participating Addendum). The inclusion is germane to the participating addendum but increases the projected dollar value spent under this indefinite quantity participating addendum. The agency's initial paths for these products and services incurred complications the agency could not overcome in a manner that would provide a timely contract vehicle to meet this critical, statewide need. The participating addendum will honor current and future enterprise agreements with Microsoft, throughout the term of the contract.

3. The completion date will be ☐ extended, ☐ shortened or ☒ remain the same.

3.1 Revised Completion Date

4. The Cost will be ☒ increased, ☐ decreased or ☐ remain the same.

4.1 Revised cost

120,000,000

5. The circumstances said to necessitate this change was not reasonably foreseeable at the time the contract was signed.

☒ Yes ☐ No

The change is germane to the original contract as signed.

☒ Yes ☐ No



Change Order Request for Participation or Piggyback Contract

APPROVAL SIGNATURES

Agency Purchasing Officer Approval

I know and understand the contents of this Change Order Request and attest that all statements are true and correct.

APO Signature	Chris Brinkmeyer	Digitally signed by Chris Brinkmeyer Date: 2025.06.12 09:14:19 -05'00'
Printed Name	Chris Brinkmeyer	Date Jun 12, 2025

State Purchasing Officer Recommendation

Based on my review of the provided information,

☐ I agree with the requested change(s) for the following reason(s):

These supplies and services were already included in the original request. This change order notice is for the purposes of public transparency.

SPO Signature	Joshua Sergent	Digitally signed by Joshua Sergent Date: 2025.06.12 09:37:17 -05'00'
Printed Name	Joshua Sergent	Date Jun 12, 2025

Unified Procurement Program Review and Recommendation

Based on my review of the provided information,

☐ it is in the best interests of the State to allow the requested change(s) to the existing contract for the following reason(s):

The notice references supplies and services that were within the scope of the master contract, the agency's participation request, and resulting contract.

UPP Representative's Signature	ANDREW J HENNIG	Digitally signed by ANDREW J HENNIG Date: 2025.06.12 12:49:27 -05'00'
Printed Name	Andrew Hennig	Date Jun 12, 2025

Chief Procurement Officer Approval

Based on my review of the provided information, I determine

☐ it is in the best interests of the State to allow the requested change(s) to the contract for the following reason(s):

this notice provides the public with knowledge of supplies and services being purchased by the Agency.

Chief Procurement Officer's Signature	Ellen Holzman Daley	Digitally signed by Ellen Holzman Daley Date: 2025.06.12 13:41:11 -05'00'
Printed Name	Ellen H. Daley	Date Jun 12, 2025

State of Illinois Sourcwell Participating Agreement

25-448D OIIT-TELEC-P-80070

<u>Accessories</u>		
Category	Description	Discount
A	Cases and Backpacks	9%
A	Headphones & Speakers	9%
A	Keyboards/Keypads	9%
A	Mice and Trackballs	9%
A	Notebook Accessories	9%
A	Robotics	9%
A	Tablet Accessories	9%

<u>Carts and Furniture</u>		
Category	Description	Discount
O	Charging Carts	7%

<u>Services (Partner Delivered)</u>		
Category	Description	Discount
Q	Warranties-Product Protection	7.25%

<u>Power, Cooling & Racks</u>		
Category	Description	Discount
B	Batteries	5%
B	Power Supplies/Adapters	5%
B	Rackmounting Equipment	5%
B	Remote Power Management	5%
B	Surge Suppressors	5%
B	UPS/Battery Backup	5%

<u>Client Configure-to-Order</u>		
Category	Description	Discount
R	Client Configure-to-Order	3.75%

<u>Point of Sale/Data Capture</u>		
Category	Description	Discount
F	Connected Devices	5%
F	Peripheral & Barcode Scanners	5%
F	POS Systems	5%
F	Thermal Printers	5%
F	Wireless Communication Devices	5%

<u>Desktop Computers</u>		
Category	Description	Discount
C	Apple Desktops	0.5%
C	Computer Cases	3.75%
C	Desktop Memory Upgrades	3.75%
C	PC Compatible Desktop Computer	3.75%
C	PC Compatible Workstations	3.75%
C	Thin Clients	3.75%
C	Windows Based Terminals	3.75%

<u>Services (CDW Delivered)</u>		
Category	Description	Discount
J	Central Services - Repairs	0%
J	Classroom Training	0%
J	Configurations	0%
J	Field Services	0%
J	Installations	0%
J	OnSite Services	0%
J	Remote Services	0%

<u>Data Storage/Drives</u>		
Category	Description	Discount
D	CD/DVD/Blue Ray Drives	7%
D	Consumer SSD	7%
D	Desktop NW Attached Storage	7%
D	Disk Duplicators	7%
D	Flash Memory	7%
D	Floppy Disk Drives	7%
D	Hard Drives	7%
D	Media	7%
D	Storage Enclosures/Mounting HW	7%

<u>Notebook/Mobile Devices</u>		
Category	Description	Discount
L	Apple Notebooks	0.5%
L	Mobile Workstation	5%
L	Notebook Computers	5%
L	Notebook Memory Upgrades	5%
L	Tablets	5%

<u>Enterprise Storage</u>		
Category	Description	Discount
E	BU/DR Infrastructure	7.75%
E	Drive Arrays	7.75%
E	Enterprise Hard Drives	7.75%
E	Enterprise SSD	7.75%
E	Interfaces Controllers	7.75%
E	Optical Drives	7.75%
E	Rackmount NW Attached Storage	7.75%
E	Storage Networking	7.75%
E	Tape Automation (Lib/Changers)	7.75%
E	Tape Backup Drives	7.75%

<u>Video & Audio</u>		
Category	Description	Discount
V	Cameras	7%
V	Commercial Television	7%
V	Computer Displays	7%
V	Digital Signage Display	7%
V	Graphics Cards	7%
V	Interactive Flat Panel Display	7%
V	Interactive Whiteboards	7%
V	Media Player	7%
V	Medical Displays	7%
V	Mounts & Stands	7%

<u>Software</u>		
Category	Description	Discount
S	Aggregation Services Software	5.75%
S	AI Software	5.75%
S	Application Suites	5.75%
S	Audio/Video Production	5.75%
S	BU/DR Software	5.75%
S	Business Analytics	5.75%
S	CAD/CAM Software	5.75%
S	Cisco One Software	5.75%
S	Cloning Software	5.75%
S	Communication/Internet Soft	5.75%
S	CRM Software	5.75%
S	Data Capture Software	5.75%
S	Database Software	5.75%
S	Design and Graphics	5.75%
S	Desktop Applications	5.75%
S	Digital Signage Software	5.75%
S	Document Management Software	5.75%
S	Entertainment/Education Soft	5.75%
S	Financial Software	5.75%
S	Flow/Org Chart Software	5.75%
S	Integrated Product Suites	5.75%
S	Legal Software	5.75%
S	Mainframe Software	5.75%
S	Mobile Device Enablement SW	5.75%
S	Network Connectivity/Emulation	5.75%
S	Network Management Software	5.75%
S	Operating Systems	5.75%
S	Physical Security Software	5.75%
S	Portal Software	5.75%
S	Programming Software	5.75%
S	Reference Software	5.75%
S	Security Software	5.75%
S	Software Documentation & Media	5.75%
S	Storage/SAN Management Softwar	5.75%
S	Technical Support	5.75%
S	Telephony Software	5.75%
S	Unified Communication	5.75%
S	Utility Software	5.75%
S	Virtualization Software	5.75%
S	Voice Recognition	5.75%
S	Web Software	5.75%

<u>Cables</u>		
Category	Description	Discount
W	Audio/Video Cables	15%
W	Miscellaneous Cables	15%
W	Network Cable Accessories	15%
W	Network Cables	15%
W	Parallel and Serial Cables	15%
W	SCSI/IDE/floppy cables	15%
W	USB/FireWire Connectivity	15%



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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	CDW Government LLC
CONTACT PERSON:	Meagan McKone, Executive Account Manager
CONTACT EMAIL:	MeaganM@cdwg.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

☐ Yes

☒ No

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

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

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

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

- ☐ Yes
- ☒ No

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

NAME	PHONE	EMAIL

Section III: Violations

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

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

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

[Ethics | DuPage Co. IL](#)

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

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

Section IV: Certification

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

Printed Name: Freda Hill

Signature on File
Signature: _____

Title: Sr Mgr Proposals

Date: 10/1/2025



Technology Requisition \$30,000 and Over

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

File #: TE-P-0020-25

Agenda Date: 11/4/2025

Agenda #: 6.B.

AWARDING RESOLUTION ISSUED TO
BDO USA LLP
FOR FIREEYE SOFTWARE SUPPORT AND MAINTENANCE
FOR INFORMATION TECHNOLOGY
(CONTRACT TOTAL AMOUNT \$189,409.00)

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

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract to BDO USA LLP, for the renewal of software maintenance for FireEye Security software, for the period of December 10, 2025 through December 9, 2026, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that said contract is for the renewal of software maintenance for FireEye Security software, for the period of December 10, 2025 through December 9, 2026, for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to BDO USA LLP, 1420 Kensington Road, Oak Brook, IL 60523-2144, for a contract total amount not to exceed \$189,409.00, per lowest responsible bid #22-124-IT.

Enacted and approved this 12th day of November, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 25-2578	RFP, BID, QUOTE OR RENEWAL #: Quote #570778	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$189,409.00
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 11/04/2025	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$189,409.00
	CURRENT TERM TOTAL COST: \$189,409.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: THIRD RENEWAL
Vendor Information		Department Information	
VENDOR: BDO USA LLP	VENDOR #: 30951	DEPT: Information Technology	DEPT CONTACT NAME: Joe Hamlin
VENDOR CONTACT: Julie Engers	VENDOR CONTACT PHONE: 630-371-9487	DEPT CONTACT PHONE #: 630-407-5063	DEPT CONTACT EMAIL: Joe.Hamlin@dupagecounty.gov
VENDOR CONTACT EMAIL: jengers@bdo.com	VENDOR WEBSITE: www.bdodigital.com	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Annual software maintenance for FireEye Security software and the Cloud security essentials. This is the third and final renewal option per bid #22-124-IT.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished As part of the County's Cyber Security protection, FireEye protects the County's network and endpoints against malware attacks. Keeping current maintenance is required to get the latest software updates.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
RENEWAL	
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: BDO Digital, LLC	Vendor#: 30951	Dept: Information Technology	Division:
Attn: Julie Engers	Email: jengers@bdo.com	Attn: Sarah Godzicki	Email: ITAP@dupagecounty.gov
Address: 2715 Jorie Blvd., Suite 100	City: Oak Brook	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60523	State: IL	Zip: 60187
Phone: 630-572-0240	Fax:	Phone: 630-407-5037	Fax: 630-407-5001
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: BDO	Vendor#: 30951	Dept: Information Technology	Division:
Attn: PO BOX 642743	Email: ARLockBox@bdo.com	Attn: Joe Hamlin	Email: Joe.Hamlin@dupagecounty.gov
Address: 500 First Avenue	City: Pittsburgh	Address: 421 N. County Farm Road	City: Wheaton
State: PA	Zip: 15219	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5000	Fax: 630-407-5001
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): 12/10/2025	Contract End Date (PO25): 12/09/2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Renewal Email Security, Enterprise Cloud Edition, with Antivirus/Antispam and Platinum Support, per Mailbox 2500CM Virtual Appliance Renewal Network Security Enterprise NX Edition, with 2- Way andPlatinum Support, per Mbps Renewal Endpoint Security Enterprise Essentials Edition, with 2-Way and Platinum Support, per Endpoint Hellix AWS Ed	FY26	1000	1110	53807		189,409.00	189,409.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 189,409.00

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



BDO Digital, LLC
2715 Jorie Blvd
Suite 100
Oak Brook, Illinois 60523
United States
(P) 630-572-0240

Quotation (Open)

Date

Sep 08, 2025 08:21 AM CDT

Modified Date

Sep 08, 2025 08:56 AM CDT

Quote

570778 - rev 1 of 1

Description

FireEye renewal, exp 12/9/25

SalesRep

Engers, Julie
(P) 630-371-9487

Customer Contact

Hamlin, Joe
(P) 630-407-5063
Joe.Hamlin@dupagecounty.gov

Customer

Dupage County (23302)
Hamlin, Joe
421 North County Farm Road
Wheaton, IL 60187
United States
(P) 630-407-5000

Bill To

Dupage County
Godzicki, Sarah
421 North County Farm Road
Wheaton, IL 60187
United States
(P) 630-407-5000
Sarah.Godzicki@dupagecounty.gov

Ship To

Dupage County
Hamlin, Joe
421 North County Farm Road
Wheaton, IL 60187
United States
(P) 630-407-5000
Joe.Hamlin@dupageco.org

Customer PO:	Terms: Undefined	Ship Via: FedEx Ground
Special Instructions:		Carrier Account #:

#	Description	Qty	Unit Price	Total
1	Renewal Email Security, Enterprise Cloud Edition, with Antivirus/Antispam and Platinum Support, per Mailbox- 1Y	3000	\$20.24	\$60,720.00
2	2500CM Virtual Appliance 1 Yr PTM	1	\$2,249.00	\$2,249.00
3	Renewal Network Security Enterprise NX Edition, with 2-Way andPlatinum Support, per Mbps-1Y	1000	\$48.04	\$48,040.00
4	Renewal Endpoint Security Enterprise Essentials Edition, with 2-Way and Platinum Support, per Endpoint- 1Y	2500	\$28.62	\$71,550.00
5	Hellix AWS Ed 1 Yr	50	\$137.00	\$6,850.00
6	CM 2500 Cloud Support	1	\$0.00	\$0.00

Current support expires December 9, 2025
Quote includes one years support for 12/10/25 - 12/9/26

Subtotal: \$189,409.00
Tax (.0000%): \$0.00
Shipping: \$0.00
Total: \$189,409.00

All prices are subject to change without notice. Supply subject to availability.
Shipping costs are estimates and could vary.



AMENDMENT FOR CONTRACT RENEWAL

This contract made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and BDO Solutions Provider LLC, located at 1420 Kensington Rd. Suite 110 Oak Brook, IL 60523, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #22-124-IT which became effective on 12/10/2022 and which will expire 12/09/2025. The contract is subject to a third of three options to renew for a twelve (12) month period.

The parties now agree to renew said agreement, upon the same terms as previously agreed to including a one-time price adjustment as per attached price quote.

The contract renewal shall be effective on the date of last signature and shall terminate on 12/09/2026.

CONTRACTOR

THE COUNTY OF DUPAGE

Signature on File

SIGNATURE

SIGNATURE

MIKE GEDVILLE

Valerie Calvente

PRINTED NAME

PRINTED NAME

RESELLING MANAGER

Chief Procurement Officer

PRINTED TITLE

PRINTED TITLE

10/29/25

DATE

DATE



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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	BDO SOLUTIONS PROVIDER, LLC
CONTACT PERSON:	MIKE GEDVILLE
CONTACT EMAIL:	MGEDVILLE@BDO.COM

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

☐ Yes

☒ No

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

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

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

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

☐ Yes

☒ No

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

NAME	PHONE	EMAIL

Section III: Violations

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

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

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

[Ethics | DuPage Co, IL](#)

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

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

Section IV: Certification

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

Signature on File

Printed Name: MIKE GEDVILLE

Signature: _____

Title: RESELLING MANAGER

Date: 10/17/25



Technology Requisition \$30,000 and Over

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

File #: TE-P-0021-25

Agenda Date: 11/4/2025

Agenda #: 6.C.

AWARDING RESOLUTION ISSUED TO
SHI INTERNATIONAL CORP
FOR AN ENTERPRISE TERM LICENSE AGREEMENT
FOR INFORMATION TECHNOLOGY
(CONTRACT TOTAL AMOUNT \$155,994.59)

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 Intergovernmental Cooperation Act, the County is authorized to enter into a Joint Purchasing Agreement for an Enterprise Term Lease Agreement (ETLA) with Adobe Systems Incorporated for Adobe software licensing for use by DuPage County and the Forest Preserve District of DuPage County; and

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

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract to SHI International Corp, for an Enterprise Term Lease Agreement (ETLA) with Adobe Systems Incorporated for Adobe software licensing for use by DuPage County and the Forest Preserve District of DuPage County, for the period of December 10, 2025 through December 9, 2026, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for an Enterprise Term Lease Agreement (ETLA) with Adobe Systems Incorporated for Adobe software licensing for use by DuPage County and the Forest Preserve District of DuPage County, for the period of December 10, 2025 through December 9, 2026, for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to SHI International Corp, 290 Davidson Avenue, Somerset, New Jersey 08873, for a contract total amount not to exceed \$ 155,994.59, per contract pursuant to Sourcewell Contract #121923-SHI.

Enacted and approved this 12th day of November, 2025, at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 25-2580	RFP, BID, QUOTE OR RENEWAL #: Quote #26707298	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$155,994.59
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 11/04/2025	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$155,994.59
	CURRENT TERM TOTAL COST: \$155,994.59	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: SHI International Corp.	VENDOR #: 14389	DEPT: Information Technology	DEPT CONTACT NAME: Joe Hamlin
VENDOR CONTACT: Precilla Lin	VENDOR CONTACT PHONE: 732-564-8143	DEPT CONTACT PHONE #: 630-407-5063	DEPT CONTACT EMAIL: Joe.Hamlin@dupagecounty.gov
VENDOR CONTACT EMAIL: Precilla_Lin@shi.com	VENDOR WEBSITE: www.shi.com	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Adobe licensing being purchased from SHI via Sourcewell Contract #121923-SHI pricing for \$155,994.59			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Many departments in the county utilize adobe applications such as Adobe Acrobat to create, review, and sign PDFs. This procurement includes that software, as well as other Adobe applications.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING	

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. SHI International Corp. via Sourcewell Contract #121923-SHI
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Take no action and the county cannot operate. 2. Purchase the licenses and keep our users operating with PDF files.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: SHI International Corp.	Vendor#: 14389	Dept: Information Technology	Division:
Attn: Precilla Lin	Email: Precilla_lin@shi.com	Attn: Sarah Godzicki	Email: ITAP@dupagecounty.gov
Address: 290 Davidson Ave	City: Somerset	Address: 421 N. County Farm Road	City: Wheaton
State: NJ	Zip: 08873	State: IL	Zip: 60187
Phone: 732-564-8143	Fax:	Phone: 630-407-5037	Fax: 630-407-5001
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SHI International Corp.	Vendor#: 14389	Dept: Information Technology	Division:
Attn:	Email:	Attn: Joe Hamlin	Email: Joe.Hamlin@dupagecounty.gov
Address: P.O. Box 952121	City: Dallas	Address: 421 N. County Farm Road	City: Wheaton
State: TX	Zip: 75395-2121	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5000	Fax: 630-407-5001
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): 12/10/2025	Contract End Date (PO25): 12/09/2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA	65318659	Adobe Sign for Enterprise Subscription - Each Subscription (# Specified Below) - 12 Months **Inclusive of Up To 5,000 Transactions (Subscription Limit)**	FY26	1000	1110	53807		12,242.27	12,242.27
2	515	EA	65286686	Adobe Acrobat Pro Enterprise Term License - Per User - 12 Months	FY26	1000	1110	53807		123.71	63,710.65
3	53	EA	65330520	Adobe Creative Cloud (All Apps) Pro with Adobe Firefly Enterprise Term License - Per User - 12 Months	FY26	1000	1110	53807		1,061.86	56,278.58
4	10	EA	65330514	Adobe Creative Cloud Single App Pro with Adobe Firefly Enterprise Term License - Per User - 12 Months	FY26	1000	1110	53807		469.07	4,690.70
5	1	EA	65315954	Adobe Sign for Enterprise Subscription - Professional Services	FY26	1000	1110	53807		5,154.64	5,154.64
6	75	EA	65286686	Acrobat Pro (Additional Licenses)	FY26	1000	1110	53807		123.71	9,278.25
7	75	EA	65286686	Acrobat Pro True Up (6 Months Prorated)	FY26	1000	1110	53807		61.86	4,639.50
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 155,994.59

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



Pricing Proposal
Quotation #: 26707298
Created On: 10/2/2025
Valid Until: 12/9/2025

IL-County of DuPage

Joe Hamlin

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

Inside Account Manager

Precilla Lin

290 Davidson Ave
Somerset NJ 08873
Phone: 732-564-8143
Fax:
Email: Precilla_Lin@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Adobe Sign for Enterprise Subscription - Each Subscription (# Specified Below) - 12 Months **Inclusive of Up To 5,000 Transactions (Subscription Limit)** Adobe - Part#: 65318659 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 12/10/2025 – 12/9/2026	1	\$12,242.27	\$12,242.27
2 Adobe Acrobat Pro Enterprise Term License - Per User - 12 Months Adobe - Part#: 65286686 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 12/10/2025 – 12/9/2026	515	\$123.71	\$63,710.65
3 Adobe Creative Cloud (All Apps) Pro with Adobe Firefly Enterprise Term License - Per User - 12 Months Adobe - Part#: 65330520 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 12/10/2025 – 12/9/2026	53	\$1,061.86	\$56,278.58
4 Adobe Creative Cloud Single App Pro with Adobe Firefly Enterprise Term License - Per User - 12 Months Adobe - Part#: 65330514 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 12/10/2025 – 12/9/2026	10	\$469.07	\$4,690.70
5 Adobe Sign for Enterprise Subscription - Professional Services (See attachment for SOW) - 12 Months Adobe - Part#: 65315954 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 12/10/2025 – 12/9/2026	1	\$5,154.64	\$5,154.64
6 Adobe Acrobat Pro Enterprise Term License - Per User - 12 Months Adobe - Part#: 65286686 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI	75	\$123.71	\$9,278.25

7	Adobe Acrobat Pro Enterprise Term License - Per User - 12 Months	75	\$61.86	\$4,639.50
	Adobe - Part#: 65286686			
	Contract Name: Sourcewell- Technology Products & Solutions			
	Contract #: 121923-SHI			
	Coverage Term: – 12/9/2026			
	Note: **Prorated by 6 months**			
			Total	\$155,994.59

Additional Comments

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

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

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

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

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

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

1. TERM OF CONTRACT

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

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

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

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

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

Minimum Limits:

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

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

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

SHI International Corp.

Signature on File

Jeremy Schwartz
Title: Chief Procurement Officer

3/20/2024 | 10:15 AM CDT
Date: _____

Signature on File

Kristina Mann
Title: Sr. Manager Contracts

3/20/2024 | 11:14 AM EDT
Date: _____



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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	SHI International Corp.
CONTACT PERSON:	Sabrina Bergdoll
CONTACT EMAIL:	sabrina_bergdoll@shi.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

☐ Yes

☒ No

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

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

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

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

☐ Yes

☒ No

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

NAME	PHONE	EMAIL

Section III: Violations

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

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

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

[Ethics | DuPage Co. IL](#)

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

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

Section IV: Certification

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

Signature on File

Printed Name: Pamela Wilkinson

Signature: _____

Title: Sr. Contracts Administrator

Date: 10/21/2025



Technology Requisition \$30,000 and Over

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

File #: TE-P-0022-25

Agenda Date: 11/4/2025

Agenda #: 6.D.

AWARDING RESOLUTION ISSUED TO
MHC SOFTWARE, INC.
FOR ANNUAL MAINTENANCE OF THE
ENTERPRISE CONTENT MANAGEMENT SYSTEM
FOR INFORMATION TECHNOLOGY
(CONTRACT TOTAL NOT TO EXCEED \$91,930.60)

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 MHC Software, Inc., for annual maintenance of the Enterprise Content Management System that integrates with the ERP system for Finance and Human Resource, for the period of December 1, 2025 through November 30, 2026 , for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for annual maintenance of the Enterprise Content Management System that integrates with the ERP system for Finance and Human Resource, for the period of December 1, 2025 through November 30, 2026 for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to, MHC Software, Inc., 12000 Portland Avenue South, Suite 230, Burnsville, MN 55337, for a contract total amount not to exceed \$91,930.60. Pursuant to 55 ILCS 5/5-1022 (c) not suitable for competitive bids. (Sole provider - this is a proprietary system.)

Enacted and approved this 12th day of November, 2025, at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 25-2273	RFP, BID, QUOTE OR RENEWAL #: Inv #INVMH8996	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$91,930.60
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 10/21/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$91,930.60
	CURRENT TERM TOTAL COST: \$91,930.60	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: MHC Software, Inc.	VENDOR #: 13554	DEPT: Information Technology	DEPT CONTACT NAME: Roy Clancy
VENDOR CONTACT: Katie Haessly	VENDOR CONTACT PHONE: 952-882-0884 ext.1146	DEPT CONTACT PHONE #: 630-407-5015	DEPT CONTACT EMAIL: Roy.Clancy@dupagecounty.gov
VENDOR CONTACT EMAIL: katie.haessly@mhcautomation.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Annual maintenance and support services for MHC software that integrates with the ERP system for Finance and HR for a total contract amount of \$91,930.60 - Sole Source - this is proprietary software that must be maintained by the vendor, MHC Software, Inc.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished MHC is an Enterprise Content Management system that integrates with the ERP system for Finance and HR was purchased in order to manage their workflow of documents by using image capture, retrieving, routing, and printing of documents. This is the annual maintenance.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
SOLE SOURCE PER DUPAGE ORDINANCE, SECTION 2-350 (MUST FILL OUT SECTION 4)	
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: MHC Software, Inc.	Vendor#: 13554	Dept: IT	Division:
Attn: Katie Haessly	Email: katie.haessly@mhcautomation.com	Attn: Sarah Godzicki	Email: ITAP@dupagecounty.gov
Address: 12000 Portland Ave 5, Suite 230	City: Burnsville	Address: 421 N. County Farm Road	City: Wheaton
State: MN	Zip: 55337	State: IL	Zip: 60187
Phone: 952-882-0884 ext.1146	Fax:	Phone: 630-407-5037	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: MHC Software, Inc.	Vendor#: 13554	Dept: Information Technology	Division:
Attn:	Email:	Attn: Roy Clancy	Email: Roy.Clancy@dupagecounty.gov
Address: P.O. Box 1749	City: Burnsville	Address: 421 N. County Farm Road	City: Wheaton
State: MN	Zip: 55337	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5015	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2025	Contract End Date (PO25): Nov 30, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Annual Maintenance for the Enterprise Content Management System for Finance and HR	FY26	1000	1110	53806		91,930.60	91,930.60
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 91,930.60

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Please send PO to Sarah Godzicki & Roy Clancy and copy both when emailing 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.



MHC Software
12000 Portland Ave S, Suite 230
Burnsville MN 55337
Tel: (800) 588-3676
Tax ID:

Invoice #: INVMH8996
Invoice Date: 9/11/2025

Bill To

CUS221 DuPage County, IL
421 N. County Farm Road, Room
3-400 ||
Wheaton IL 60187
United States
Email:

Ship To

421 N. County Farm Road, Room
3-400 ||
Wheaton IL 60187
United States
Ship Date: 9/11/2025
Ship Method :

TOTAL in US Dollars

\$91,930.60

Terms	Due Date	PO #	Sales Rep	MHC Order #
Net 60	11/10/2025			00013207

Item	Term Start/End Date	Taxable	Amount
RNL-MHC-IXGL40DATA GL40 Data Capture & Upload - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-DELIIMMODUL Line Item Maintenance Module - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-DEPR DE Payroll Module - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-IXHRCAPTUR HR Capture Interface - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-IXAPCAPAUT Brainware by Hyland Maintenance (in '000) - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-IXLOADCOPY IX Load Copies Interface(s) - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-DEEREMIT e-Remit Module - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-IXAPCAPAUT Brainware by Hyland Maintenance (in '000) - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-IXVERIFIER Additional OCR Data Verifier Licenses - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-DEFORMS DE Forms Module - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-DSSEW22K Document Self-Service Electronic W-2 Web Delivery with User Options - 2,000 Employees - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-DSSPRWEBDE2K Document Self-Service Payroll Web Delivery - 2,000 Employees - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-DEW2PDF DE W-2 PDF/TIF Creation add-on - Renewal Mnt	11/30/2025-11/30/2026	T	Included

Check Payments:

MHC Software Holdings &
Subsidiaries
P.O. Box 772854
Detroit, MI 48277-2854

Credit Card Payments:

[Pay Now by Credit Card](#)

US ACH Payments:

JP Morgan Chase
In Favor of MHC Software, Inc.
ABA#
Account#

Wire Payments:

NOTE: Should be submitted in USD
JP Morgan Chase
ABA#
Swift Code: CHASUS33
Beneficiary: MHC Software
Beneficiary Account #

Please send remittances for Wire and ACH payments to accounting@mhcautomation.com



MHC Software
12000 Portland Ave S, Suite 230
Burnsville MN 55337
Tel: (800) 588-3676
Tax ID:

Invoice #: INVMH8996
Invoice Date: 9/11/2025

Item	Term Start/End Date	Taxable	Amount
RNL-MHC-DSS1095C Document Self-Service Electronic 1095-C Web Delivery with User Options - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-DSSMHCKBA mhckBA - Authentication - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-IXEXTERNAL External Image Drill Enablement - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-DECFINTFCE Custom Forms Interface (Import Routine) - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-IXAPCAPTUR AP Capture Interface - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-IXWFAPAUTO Workflow - AP Invoice Automation GL/AP20/MA540 Integration - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-IXLOADCOPY IX Load Copies Interface(s) - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-DEBCINTFCE Forms Interface (Import Routine) - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-IXIMAGEEXP MHC Image Express - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-IXAPCAPTUR AP Capture Interface - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-DE1099 1099 Module - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-DE1099NEC Document Express 1099-NEC Module - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-DEAP DE Accounts Payable Module - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-DEAPACH AP ACH Module - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-DEAPBKREC AP Bank Reconciliation per Bank - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-DEAPINTFCE AP Interface (Import Routine) - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-DEAPPOSPTN AP Positive Pay Module with Transmission - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-DEBCFRMDSN Forms Design (Print Routine) - Renewal Mnt	11/30/2025-11/30/2026	T	Included

Check Payments:
MHC Software Holdings &
Subsidiaries
P.O. Box 772854
Detroit, MI 48277-2854

Credit Card Payments:
[Pay Now by Credit Card](#)

US ACH Payments:
JP Morgan Chase
In Favor of MHC Software, Inc.
ABA#
Account#

Wire Payments:
NOTE: Should be submitted in USD
JP Morgan Chase
ABA#
Swift Code: CHASUS33
Beneficiary: MHC Software
Beneficiary Account #

Please send remittances for Wire and ACH payments to accounting@mhcautomation.com



MHC Software
12000 Portland Ave S, Suite 230
Burnsville MN 55337
Tel: (800) 588-3676
Tax ID:

Invoice #: INVMH8996
Invoice Date: 9/11/2025

FINANCE CHARGES WILL ACCRUE ON ACCOUNTS OVER 60 DAYS

Subtotal	\$91,930.60
Shipping Cost	0.00
Tax Total (%)	\$0.00
Total	\$91,930.60

Check Payments:
MHC Software Holdings &
Subsidiaries
P.O. Box 772854
Detroit, MI 48277-2854

Credit Card Payments:
[Pay Now by Credit Card](#)

US ACH Payments:
JP Morgan Chase
In Favor of MHC Software, Inc.
ABA# 124001545
Account#

Wire Payments:
NOTE: Should be submitted in USD
JP Morgan Chase
ABA#
Swift Code: CHASUS33
Beneficiary: MHC Software
Beneficiary Account

Please send remittances for Wire and ACH payments to accounting@mhcautomation.com



September 4th, 2025

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

Dear Ms. Sarah Godzicki:

This letter serves as a Sole Source Letter for DuPage County.

Document Express™, Document Self-Service™ and Image Express™ are proprietary software products of MHC Software and they are solely supported by MHC Software.

Thank you for your continued business.

Best Regards,

Signature on File

Zachary Bloss
MHC Software
12000 Portland Ave South, Suite 230
Burnsville, MN 55337





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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	MHC SOFTWARE HOLDINGS, INC
CONTACT PERSON:	ACCOUNTING
CONTACT EMAIL:	ACCOUNTING@MHCAUTOMATION.COM

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

☐ Yes

☒ No

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

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

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

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

☐ Yes

☒ No

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

NAME	PHONE	EMAIL

Section III: Violations

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

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

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

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

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

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

Section IV: Certification

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

Printed Name: Zachary Bloss

Signature **Signature on File**

Title: Corporate Controller

Date: 2025-09-04 09:36:01



Technology Requisition \$30,000 and Over

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

File #: TE-P-0023-25

Agenda Date: 11/4/2025

Agenda #:

AWARDING RESOLUTION ISSUED TO
CRITICAL POWER SOLUTIONS GROUP, LLC
FOR THE PROCUREMENT AND DELIVERY OF AN
EATON UNINTERRUPTIBLE POWER SUPPLY (UPS)
FOR INFORMATION TECHNOLOGY
(CONTRACT TOTAL AMOUNT \$83,748.00)

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

WHEREAS, the Technology committee recommends County Board approval for the issuance of a contract to Critical Power Solutions Group, LLC, for the procurement and delivery of an Eaton Uninterruptible Power Supply (UPS), for the period of December 1, 2025 through November 30, 2026, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that said contract is for the procurement and delivery of an Eaton Uninterruptible Power Supply (UPS), for the period of December 1, 2025 through November 30, 2026, for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to Critical Power Solutions Group, LLC, 7440 SW 50th Terrace, Unit 104A, Miami, FL 33155, for a contract total amount not to exceed \$83,748.00, per lowest responsible bid #25-111-IT.

Enacted and approved this 12th day of November, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 25-2591	RFP, BID, QUOTE OR RENEWAL #: 25-111-IT	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$83,748.00
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 11/04/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$83,748.00
	CURRENT TERM TOTAL COST: \$83,748.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Critical Power Solutions Group, LLC	VENDOR #:	DEPT: IT	DEPT CONTACT NAME: Richard Burnson
VENDOR CONTACT: Nancy Venegas	VENDOR CONTACT PHONE: 513-716-5140	DEPT CONTACT PHONE #: 630-407-5064	DEPT CONTACT EMAIL: Richard.Burnson@dupagecounty.gov
VENDOR CONTACT EMAIL: nancy.venegas@cpsgroupinc.net	VENDOR WEBSITE: cpsgroupinc.net	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.). For the procurement and delivery of an Eaton Uninterruptible Power Supply (UPS) for the DuPage County data center as specified by the DuPage County Facilities Management department, per lowest responsible bid #25-111-IT.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The existing UPS is over its expected lifetime and needs to be replaced to ensure power resiliency for the County IT systems.			

SECTION 2: DECISION MEMO REQUIREMENTS

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

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

SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION Select an item from the following dropdown menu to justify why this is a sole source procurement.	
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Critical Power Solutions Groups, LLC	Vendor#:	Dept: IT	Division:
Attn: Nancy Venegas	Email: nancy.venegas@cpsgroupinc.net	Attn: Sarah Godzicki	Email: ITAP@dupagecounty.gov
Address: 7440 SW 50th Terrace, Unit 104 A	City: Miami	Address: 421 N. County Farm Road	City: Wheaton
State: FL	Zip: 33155	State: IL	Zip: 60187
Phone: 513-716-5140	Fax: N/A	Phone: 630-407-5037	Fax: N/A
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Same as above	Vendor#:	Dept: IT	Division:
Attn:	Email:	Attn: Richard Burnson	Email: Richard.Burnson@dupagecounty.gov
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5064	Fax: N/A
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): 12/1/2025	Contract End Date (PO25): 11/30/2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	40	EA		Gen2 93PM UPS 50kW – Batteries jars	FY26	1000	1110	54100		120.00	4,800.00
2	1	EA		93PM IBC-LW Battery Cabinet	FY26	1000	1110	54100		24,198.00	24,198.00
3	1	EA		93PM UPS Frame	FY26	1000	1110	54100		51,450.00	51,450.00
4	1	EA		93PM 480V Predictpulse Wireless Kit	FY26	1000	1110	54100		1,900.00	1,900.00
5	1	EA		93PM Remote Monitoring Device Kit	FY26	1000	1110	54100		1,200.00	1,200.00
6	1	EA		93PM Certified Test Data	FY26	1000	1110	54100		200.00	200.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 83,748.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Please email PO to Sarah Godzicki and Richard Burnson 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 COUNTY OF DUPAGE
FINANCE - PROCUREMENT
EATON UPS EQUIPMENT 25-111-IT
BID TABULATION



NO.	ITEM	UOM	QTY	Critical Power Solutions Group, Inc.		EOLA Power LLC		The Krydon Group	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	Gen2 93PM UPS 50kW – Batteries jars	EA	40	\$ 120.00	\$ 4,800.00	\$ 199.66	\$ 7,986.40	\$ 498.00	\$ 19,920.00
2	93PM IBC-LW Battery Cabinet	EA	1	\$ 24,198.00	\$ 24,198.00	\$ 19,527.29	\$ 19,527.29	\$ 9,800.00	\$ 9,800.00
3	93PM UPS Frame	EA	1	\$ 51,450.00	\$ 51,450.00	\$ 62,680.29	\$ 62,680.29	\$ 59,340.00	\$ 59,340.00
4	93PM 480V Predictpulse Wireless Kit	EA	1	\$ 1,900.00	\$ 1,900.00	\$ 889.20	\$ 889.20	\$ 1,200.00	\$ 1,200.00
5	93PM Remote Monitoring Device Kit	EA	1	\$ 1,200.00	\$ 1,200.00	\$ 889.20	\$ 889.20	\$ 2,250.00	\$ 2,250.00
6	93PM Certified Test Data	EA	1	\$ 200.00	\$ 200.00	\$ 248.98	\$ 248.98	\$ 400.00	\$ 400.00
GRAND TOTAL					\$ 83,748.00		\$ 92,221.36		\$ 92,910.00

NOTES

1. FGC Equipment, LLC has been deemed non-responsive for not including required document(s).
2. Harlan Bernstein dba ItWorks Distributing has been deemed non-responsive for not providing price as requested.
3. PWR Storage Solutions, LLC dba Power Storage Solution has been deemed non-responsive due to incomplete submission.

Bid Opening 10/7/2025 @ 2:30 PM	HK, BR, SR
Invitations Sent	81
Total Vendors Requesting Documents	12
Total Bid Responses	6



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

MANDATORY FORM

Section I: Contact Information

Complete the contact information below.

BID NUMBER:	25-111-IT
COMPANY NAME:	Critical Power Solutions Group, Inc
MAIN ADDRESS:	7440 SW 50th Terrace, Unit 104A
CITY, STATE, ZIP CODE:	Miami, Florida, 33155
TELEPHONE NO.:	513-716-5140
BID CONTACT PERSON:	Alexander Azcurra
CONTACT EMAIL:	bids@cpsgroupinc.net

Section II: Contract Administration Information

Complete the contract administration information below.

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME:	Nancy Venegas	NAME:	Alexander Azcurra
CONTACT:	Operations Manager	CONTACT:	President
ADDRESS:	7440 SW 50th Terrace, Unit 104 A	ADDRESS:	7440 SW 50th Terrace, Unit 104 A
CITY, ST., ZIP:	Miami, Fl. 33155	CITY, ST., ZIP:	Miami, Fl. 33155
PHONE NO.:	513-716-5140	PHONE NO.:	513-716-5140
EMAIL:	nancy.venegas@cpsgroupinc.net	EMAIL:	alexander.azcurra@cpsgroupinc.net

Section III: Certification

The undersigned certifies that they are:

☒ The Owner or Sole
Proprietor

☐ A Member authorized to
sign on behalf of the
Partnership

☐ An Officer of the
Corporation

☐ A Member of the Joint
Venture

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



(President or Partner)

(Vice-President or Partner)

(Secretary or Partner)

(Treasurer or Partner)

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

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

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

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

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

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

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

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

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

Printed Name: Alexander Azcura

Signature: 

Title: President

Date: October 6, 2025

BID PRICING FORM

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-111-IT
COMPANY NAME:	Critical Power Solutions Group, Inc
CONTACT PERSON:	Alexander Azcurra
CONTACT EMAIL:	bids@cpsgroupinc.net

Section II: Pricing

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

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Gen2 93PM UPS 50kW – Batteries jars	EA	40	\$ 120.00	\$ 4,800.00
2	93PM IBC-LW Battery Cabinet	EA	1	\$ 24,198.00	\$ 24,198.00
3	93PM UPS Frame	EA	1	\$ 51,450.00	\$ 51,450.00
4	93PM 480V Predictpulse Wireless Kit	EA	1	\$ 1,900.00	\$ 1,900.00
5	93PM Remote Monitoring Device Kit	EA	1	\$ 1,200.00	\$ 1,200.00
6	93PM Certified Test Data	EA	1	\$ 200.00	\$ 200.00
GRAND TOTAL					\$ 83,748.00
GRAND TOTAL (In words) Eighty-three thousand seven hundred forty-eight dollars					

Section III: Certification

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

Printed Name: Alexander Azcurra Signature: 

Title: President Date: October 6, 2025



REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-111-IT
COMPANY NAME:	Critical Power Solutions Group, Inc
CONTACT PERSON:	Alexander Azcurra
CONTACT EMAIL:	bids@cpsgroupinc.net

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- ☐ Yes
☒ No

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

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



Technology Requisition \$30,000 and Over

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

File #: TE-P-0024-25

Agenda Date: 11/4/2025

Agenda #: 6.F.

AWARDING RESOLUTION ISSUED TO
GRANICUS LLC
FOR LEGISLATIVE MANAGEMENT SOFTWARE SUPPORT AND HOSTING
FOR INFORMATION TECHNOLOGY
(CONTRACT TOTAL AMOUNT \$45,066.22)

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 legislative management software support and hosting; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the Government Services Administration #NCPA 01-115, the County of DuPage will contract with Granicus LLC; and

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract to Granicus LLC, for legislative management software support and hosting, for the period of December 1, 2025 through November 30, 2026, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for for legislative management software support and hosting, for the period of December 1, 2025 through November 30, 2026, for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to Granicus LLC, 408 St. Peter Street, Suite 600, St. Paul, MN 55102, for a contract total amount not to exceed \$45,066.22, per contract pursuant to the Government Services Administration #NCPA 01-115.

Enacted and approved this 12th day of November, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 25-2602	RFP, BID, QUOTE OR RENEWAL #: Q-479233	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$45,066.22
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 11/04/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$45,066.22
	CURRENT TERM TOTAL COST: \$45,066.22	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Granicus LLC	VENDOR #: 35074	DEPT: Information Technology	DEPT CONTACT NAME: Richard Burnson
VENDOR CONTACT: Valery Mendez	VENDOR CONTACT PHONE:	DEPT CONTACT PHONE #: 630-407-5064	DEPT CONTACT EMAIL: Richard.Burnson@dupagecounty.gov
VENDOR CONTACT EMAIL: valery.mendez@granicus.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Annual support and hosting for Legislative Meeting Management Agenda & Minutes and Civic Streaming, per NCPA Contract #01-115.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The County uses Legistar to host our meeting management software for County Board and Committee agendas and to live-stream the County Board meetings.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required. COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. 30 ILCS 525/2 "Governmental Joint Purchasing Act" NCPA Contract #01-115
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). Staff recommends utilizing the Governmental Joint Purchasing Act pricing. Other alternatives are to go to bid for these hosting and support services, which could jeopardize the County's ability to post agendas and minutes, as well as stream County Board meetings.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Granicus LLC	Vendor#: 35074	Dept: Information Technology	Division:
Attn: Valery Mendez	Email: valery.mendez@granicus.com	Attn: Sarah Godzicki	Email: ITAP@dupagecounty.gov
Address: 408 St. Peter Street, Suite 600	City: St. Paul	Address: 421 N. County Farm Road	City: Wheaton
State: MN	Zip: 55102	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5037	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SAME AS ABOVE	Vendor#: 35074	Dept: Information Technology	Division:
Attn:	Email:	Attn: Richard Burnson	Email: Richard.Burnson@dupagecounty.gov
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5064	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2025	Contract End Date (PO25): Nov 30, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Annual Support and Hosting for Legistar Open Platform and Gov Meetings Live Cast - 12/1/2025 - 11/30/2026	FY26	1000	1110	53807		45,066.22	45,066.22
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 45,066.22

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Please send PO to Sarah Godzicki & Richard Burnson 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.

Granicus Budgetary Proposal for DuPage County IL

ORDER DETAILS

Prepared By: Valery Mendez
Phone:
Email: valery.mendez@granicus.com
Order #: Q-479233
Prepared On: 21 Oct 2025
Expires On: 30 Nov 2025

ORDER TERMS

Currency: USD
Payment Terms: In accordance with the Illinois Local Government Prompt Payment Act (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date: 30 Nov 2025
Period of Performance: 01 Dec 2025 - 30 Nov 2026

PRICING SUMMARY

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

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Legistar	Annual	1 Each	\$25,740.35
GovMeetings Live Cast	Annual	1 Each	\$17,656.37
Granicus Live Cast Encoding Software	Annual	1 Each	\$1,669.50
Open Platform Suite	Annual	1 Each	\$0.00
Open Platform Suite	Annual	1 Each	\$0.00
SUBTOTAL:			\$45,066.22

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-479233 dated 21 Oct 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of DuPage County IL to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- The terms and conditions set forth in the Agreement effective 01 Dec 2024 are incorporated herein by reference.



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

June 21, 2024

Mr. Mark Hynes
Chief Executive Officer
Granicus, LLC
408 St Peter St, Suite 600
Saint Paul, Minnesota 55102

Sent via email to: contracts@granicus.com

Re: Renewal of Region 14 ESC Contract **#01-115, Software and SaaS Solutions**

Dear Mr. Hynes:

Region 14 Education Service Center is pleased to announce it is renewing contract **#01-115, Software and SaaS Solutions** for the period January 1, 2025 through December 31, 2025, in accordance with the contract.

If you have any questions or concerns, feel free to contact me at (325) 675-7003.

Sincerely,

Signature on File

Emily Jeffrey
Region 14, Chief Financial Officer



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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	Granicus, LLC
CONTACT PERSON:	Valery Mendez
CONTACT EMAIL:	contracts@granicus.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- ☐ Yes
☒ No

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

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

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

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

- ☐ Yes
- ☒ No

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

NAME	PHONE	EMAIL

Section III: Violations

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

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

The full text of the County's Ethics Ordinance is available at:
http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

The full text of the County's Procurement Ordinance is available at:
https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

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

Signature on File

Printed Name: Brendan Stierman Signature: _____

Title: Sr. Manager, Contracts Date: 9/17/2025



Technology Requisition \$30,000 and Over

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

File #: TE-P-0018-25

Agenda Date: 11/4/2025

Agenda #: 6.G.

AWARDING RESOLUTION ISSUED TO
VERIZON WIRELESS
FOR WIRELESS TABLET AND MACHINE-TO-MACHINE SERVICES
FOR SHERIFF, DEPARTMENT OF TRANSPORTATION,
STORMWATER, AND PUBLIC WORKS
(CONTRACT TOTAL AMOUNT \$33,510.00)

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

WHEREAS, pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/2), the County is authorized to enter into a Joint Purchasing Agreement for wireless tablet and machine-to-machine services; and

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

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract to Verizon Wireless, for wireless tablet and machine-to-machine services, for the period of November 16, 2025 through September 30, 2026, for Sheriff, Department of Transportation, Stormwater, and Public Works.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for wireless tablet and machine-to-machine services, for the period of November 16, 2025 through September 30, 2026, for Sheriff, Department of Transportation, Stormwater, and Public Works, be, and it is hereby approved for issuance of a contract by the Procurement Division to Verizon Wireless, 254 Congress Dr., New Lenox, IL 60451, for a contract total amount not to exceed \$33,510.00, per contract pursuant to the State of Illinois Master Contract #CMS793372P.

Enacted and approved this 12th day of November, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 25-2466	RFP, BID, QUOTE OR RENEWAL #: State of IL Master Contract #CMS793372P	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$33,510.00
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: NOV 4, 2025	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$33,510.00
	CURRENT TERM TOTAL COST: \$33,510.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Verizon Wireless	VENDOR #: 10597	DEPT: IT	DEPT CONTACT NAME: Joe Bulaga
VENDOR CONTACT: Jeremy Timm	VENDOR CONTACT PHONE: 847-946-3125	DEPT CONTACT PHONE #: 630-407-5151	DEPT CONTACT EMAIL: Joseph.Bulaga@dupagecounty.gov
VENDOR CONTACT EMAIL: jeremy.timm@verizon.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Wireless tablet and machine-to-machine services using pricing on the State of Illinois Master Contract #CMS793372P.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The Verizon wireless data services associated with this request are used by DOT, Stormwater, Public Works, and Sheriff. The primary use with the data services is in the M2M connectivity for the monitoring of traffic intersections for DOT and Stormwater locations across the County. There are also department engineers using Verizon data services on their tablets to collect and send information while working in the field. There are no voice services associated with this service.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required. COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. Purchase in compliance with Governmental Joint Purchasing ACT, 30 ILCS 525/2 (State of Illinois Master Contract #CMS793372P).
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Staff recommends we continue using Verizon Wireless data service to maintain business continuity. 2) Discontinue service and migrate to another provider, which would impact business continuity.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Verizon Wireless	Vendor#: 10597	Dept: IT	Division:
Attn: Jeremy Timm	Email: jeremy.timm@verizon.com	Attn: Sarah Godzicki	Email: ITAP@dupagecounty.gov
Address: 254 Congress Dr.	City: New Lenox	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60451	State: IL	Zip: 60187
Phone: 847-946-3125	Fax:	Phone: 630-407-5037	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Verizon Wireless	Vendor#: 10597	Dept: IT	Division:
Attn:	Email:	Attn: Joe Bulaga	Email: Joseph.Bulaga@dupagecounty.gov
Address: P.O. Box 25505	City: Lehigh Valley	Address: 421 N. County Farm Road	City: Wheaton
State: PA	Zip: 18002-5505	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5151	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 16, 2025	Contract End Date (PO25): Sep 30, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Wireless Services - Sheriff	FY25	1000	4400	53260		140.00	140.00
2	1	EA		Wireless Services - Stormwater	FY25	1600	3000	53260		645.00	645.00
3	1	EA		Wireless Services - DOT - Highway	FY25	1500	3510	53260		905.00	905.00
4	1	EA		Wireless Services - Public Works	FY25	2000	2665	53260		1,000.00	1,000.00
5	1	EA		Wireless Services - Public Works	FY25	2000	2555	53260		1,000.00	1,000.00
6	1	EA		Wireless Services - Public Works	FY25	2000	2640	53260		500.00	500.00
7	1	EA		Wireless Services - Sheriff	FY26	1000	4400	53260		1,385.00	1,385.00
8	1	EA		Wireless Services - Stormwater	FY26	1600	3000	53260		6,420.00	6,420.00
9	1	EA		Wireless Services - DOT - Highway	FY26	1500	3510	53260		9,015.00	9,015.00
10	1	EA		Wireless Services - Public Works	FY26	2000	2665	53260		4,000.00	4,000.00
11	1	EA		Wireless Services - Public Works	FY26	2000	2555	53260		5,500.00	5,500.00
12	1	EA		Wireless Services - Public Works	FY26	2000	2640	53260		3,000.00	3,000.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 33,510.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Please send PO to Sarah Godzicki & Joe Bulaga and copy both when emailing PO to vendor. Please add "First Invoice Allowed" date of 11/01/2025.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

STATE OF ILLINOIS

CONTRACT AMENDMENT

The undersigned Agency and Vendor, Cellco Partnership dba Verizon Wireless, (the Parties) agree that the following shall amend the Contract referenced herein. All terms and conditions set forth in the original Contract, not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this Amendment shall prevail.

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

VENDOR

Vendor Name: Cellco Partnership d/b/a Verizon Wireless	Address: One Verizon Way, Basking Ridge NJ 07920
Signature: Signature on File	Phone: 240-280-3561
Printed Name: Clifton G. Miller	Fax: NA
Title: Sr. Director – Contract Management	Email: Clifton.Miller@verizonwireless.com
Date: 09/04/2025	

STATE OF ILLINOIS

Procuring Agency: Department of Innovation and Technology	Phone:
Street Address: 120 W Jefferson Street	ALL NOTICES TO:
City, State ZIP: Springfield, IL 62702	Email: DoIT.ITPO.Communications@Illinois.gov and DoIT.GeneralCounsel@Illinois.gov
Official Signature: Signature on File	Date: 09/25/2025
Printed Name: Brandon Ragle	
Official's Title: Acting Secretary	
Legal Signature: Signature on File	Date: 09/24/2025
Legal Printed Name: Radhika Lakhani	
Legal's Title: General Counsel	
Fiscal Signature: Signature on File	Date: 09/24/2025
Fiscal's Printed Name: Mary Feagans	
Fiscal's Title: Chief Fiscal Officer	

STATE USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

PBC# 22037605

Project Title JPMC Verizon Wireless Voice, Data, Equip

Contract # CMS793372P

Procurement Method (IFB, RFP, Small, etc): RFP

IPB Ref. # 22037605

IPB Publication Date: 12/11/2015

Award Code: B

Subcontractor Utilization? X Yes ☐ NoSubcontractor Disclosure? X Yes ☐ No

Funding Source JPMC

Obligation # 9100000592

CPO 33 – General Counsel Approval:

Signature

Printed Name

Date

1. CONTRACT DESCRIPTION (including Original Purchase Order or Contract Number): The Illinois Department of Innovation and Technology and Cellco Partnership dba Verizon Wireless are amending Contract# P-4622/ CMS793372P, JPMC Verizon Wireless Voice, Data, Equipment, a contract to provide wireless voice and data services and equipment..

2. CHANGE ORDER: Is this amendment a change order as defined in 30 ILCS 500/1-15.12 and 720 ILCS 5/33E?

☒ Yes ☐ No

3. DESCRIPTION OF AMENDMENT (Check all that apply, complete blanks and explain as necessary):

3.1. The completion date will be ☒ extended, ☐ shortened or ☐ remain the same.

3.1.1. Original completion date: October 3, 2025.

3.1.2. Revised completion date: October 2, 2026.

3.2. The method of determining compensation (e.g., hourly rate, fixed fee, etc.) will ☒ stay the same.

3.3. The cost will be ☐ increased, ☐ decreased or ☒ remain the same.

3.4. The supplies or services to be provided will ☒ stay the same.

3.5. Subcontractors are being ☐ added, ☐ deleted, or ☒ remain the same.

3.5.1. All contracts with the subcontractors identified above must include the Standard Illinois Certifications.

3.5.2. If the annual value of any of the subcontracts is more than \$100,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

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

3.5.4. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor 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 Contract. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

4. EFFECTIVE DATE OF AMENDMENT: Last Date of Execution.

STATE OF ILLINOIS

TAXPAYER IDENTIFICATION NUMBER

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: Cellco Partnership

Business Name: dba Verizon Wireless

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number : 22-3372889

Legal Status (check one):

☐ Individual

☐ Sole Proprietor

☒ Partnership

☐ Legal Services Corporation

☐ Tax-exempt

☐ Corporation providing or billing

medical and/or health care services

☐ Corporation NOT providing or billing

medical and/or health care services

☐ Governmental

☐ Nonresident alien

☐ Estate or trust

☐ Pharmacy (Non-Corp.)

☐ Pharmacy/Funeral Home/Cemetery (Corp.)

☐ Limited Liability Company

(select applicable tax classification)

☐ D = disregarded entity

☐ C = corporation

☐ P = partnership

Signature on File

Signature of Authorized Representative:

Date: 09/04/2025



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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	119-448DOIT-ADMIN-P-4622
COMPANY NAME:	Cellco Partnership d/b/a Verizon Wireless
CONTACT PERSON:	Jeremy Timm
CONTACT EMAIL:	jeremy.timm@verizonwireless.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- ☐ Yes
☒ No

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

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE
None to the best of our knowledge.				

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

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

- ☐ Yes
- ☒ No

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

NAME	PHONE	EMAIL

Section III: Violations

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

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

The full text of the County's Ethics Ordinance is available at:
http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

The full text of the County's Procurement Ordinance is available at:
https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

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

Printed Name: Clifton Miller, Jr.

Signature: **Signature on File**

Title: Senior Director - Contract Management

Date: October 10, 2025



Finance Requisition \$30,000 and Over

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

File #: FI-P-0012-25

Agenda Date: 10/28/2025

Agenda #: 7.A.

AWARDING RESOLUTION ISSUED TO
ALLIANT (COALITION)
TO SECURE CYBER LIABILITY INSURANCE
(CONTRACT TOTAL AMOUNT: \$137,191)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Finance Committee recommends County Board approval for the issuance of a contract purchase order to Alliant for insurance carrier (Coalition) to provide cyber liability insurance, for the period of December 1, 2025 to December 1, 2026, for Finance-Tort Liability.

NOW, THEREFORE, BE IT RESOLVED, that County contract, covering said, to provide cyber liability insurance, for Finance-Tort Liability, for the period of December 1, 2025 to December 1, 2026, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Alliant, 353 N. Clark Street, Chicago, IL 60654, for a contract total amount of \$137,191.00.

Enacted and approved this 28th day of October, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: FI-P-0012-25	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$137,191.00
COMMITTEE: FINANCE	TARGET COMMITTEE DATE: 10/28/2025	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$137,191.00
	CURRENT TERM TOTAL COST: \$137,191.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Alliant (Coalition)	VENDOR #: 44109	DEPT: Finance	DEPT CONTACT NAME: Jim Morrissy
VENDOR CONTACT: Wendy Teller	VENDOR CONTACT PHONE: (312) 595-7495	DEPT CONTACT PHONE #: (630) 407-6116	DEPT CONTACT EMAIL: Jim.Morrissy@dupagecounty.gov
VENDOR CONTACT EMAIL: Wendy.Teller@alliant.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Secure cyber liability insurance to cover the County at a cost of \$137,191. Health Department has their own.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Cyber liability continues to reflect a rapidly expanding exposure with potential losses stemming from uncontrollable human events, such as a lost laptop, errant email, rogue employee, outside hackers and document destruction procedures. There are also business associate exposures and ever-changing privacy laws. The purchase of cyber liability insurance provides access to a community of insurer-provided breach response experts familiar with cyber-related laws and the necessary steps to be taken in the wake of a cyber event.			

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.
OTHER PROFESSIONAL SERVICES (DETAIL SELECTION PROCESS ON DECISION MEMO)	

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. Broker solicited multiple cyber insurers.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). The network security and privacy (cyber) liability program for DuPage County Government and Elected Officials expires on 12/1/25 with Coalition. The expiring program was bound with a \$3,000,000 aggregate limit of liability at a \$143,413 premium. Coalition again was able to provide a higher limit of liability for a lower comparable cost. There is a \$3,000,000 (each claim) retention for a total annual premium of \$137,191 including taxes/fees.

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: Alliant	Vendor#: 44109	Dept: DuPage County	Division: Finance Department
Attn: Wendy Teller	Email: Wendy.Teller@alliant.com	Attn: Jim Morrissy	Email: jim.morrissy@dupagecounty.gov
Address: 353 N. Clark St	City: Chicago	Address: 421 N. County Farm Rd	City: Wheaton
State: IL	Zip: 60654	State: IL	Zip: 60187
Phone: (312) 595-7495	Fax: (312) 595-7163	Phone: (630) 407-6116	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Alliant	Vendor#: 44109	Dept: DuPage County	Division: Finance Department
Attn:	Email:	Attn: Jim Morrissy	Email: jim.morrissy@dupagecounty.gov
Address: PO Box 744912	City: Los Angeles	Address: 421 N. County Farm Rd	City: Wheaton
State: CA	Zip: 90074-4912	State: IL	Zip: 60187
Phone:	Fax:	Phone: (630) 407-6116	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2025	Contract End Date (PO25): Dec 1, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		This requisition is for DuPage County Cyber Liability Insurance	FY26	1100	1212	53130		137,191.00	137,191.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 137,191.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. \$3,000,000 Limit and a retention of \$250,000. This contract covers the period of December 1, 2025 to December 1, 2026.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

Executive Summary

Thank you for the opportunity to present our marketing results for the renewal of DuPage County Illinois' insurance policies that are scheduled to expire December 1, 2025. We are pleased to continue represent DuPage County as your insurance broker.

To prepare for the renewal, we worked closely with the County's staff to gather necessary information to prepare a thorough underwriting submission. We greatly appreciate the support of these individuals and others who assisted in the development of the required underwriting and loss data.

State of the Insurance Marketplace

Forecasting outcomes for 2025 varies significantly by line of coverage. While the property market is shifting in a more favorable direction compared to recent years, the casualty market continues to face headwinds — particularly around pricing, capacity, and placement timelines. Law enforcement liability (including jail medical liability), excess liability and auto liability continue to be the most challenged lines of business.

Hyper-social inflation and nuclear-verdict liability claims experience for the public sector continue to limit the number of carriers available for public entity liability risks and is ultimately impacting the availability of coverage and hindering competitive pricing options. The risk appetite of insurance carriers for public entity liability risks is low. Specifically, in some markets-- like Illinois, the number of public entity carriers willing to entertain larger public entities is limited.

The challenging landscape has pressed on for multiple years -social inflation, active shooter events, sexual abuse and molestation revival lawsuits, fleet liability and severe weather-related property losses. These loss cost increases, coupled with capacity reductions and higher retentions, continue to define a complex and challenging market environment. Entities with unfavorable loss experience are challenged further and coverage availability at desired levels is either hard to come by or subject to exceedingly high premium.

As always, we solicited the marketplace for the most competitive options (see marketing summary). Our marketing efforts yielded positive results in favor of the County and are detailed within the proposal.

Overall factors driving market conditions include:

- **Excess Liability-** The public entity liability market continues to face upward pressure driven by several key factors, notably "social inflation" — the rising cost of insurance claims influenced by societal trends such as substantially increased jury awards. Reinsurer and carrier pricing models are trending toward more conservative approaches and higher limit factors, resulting in carriers pushing for higher self-funded layers.
- **Law Enforcement Liability-** Law enforcement liability continues to be a primary focus in underwriting due to its inherent complexities. This coverage line faces significant challenges stemming from heightened media scrutiny, civil unrest, and federal case rulings. Higher

premiums are expected to continue, especially with adverse claim experience. Loss and exposure-based factors related to reverse conviction, excessive use of force, police vehicle pursuit and inmate suicide and jail medical care are driving concerns.

- **Automobile Liability-** Higher frequency and severity of auto claims continue with an increase in distracted driving and vehicle repair costs. All auto sectors to continue to experience underwriting loss.
- **General Liability/Public Officials/Employment-Related Liability/Sexual Molestation-** Litigation funding, plaintiff-friendly legal decisions, large jury awards, employment regulatory scrutiny, active assailant and sexual abuse claims are driving premiums higher for public entities.
- **Cyber Liability-** Public entities are still considered elevated risk and are monitored more closely than others. Despite ongoing claims activity, premiums remain relatively stable for entities with good controls and no losses. Ransomware payments in 2024 were down 35% (\$1.25B to \$814M).
- **Property-** The property market is currently experiencing its most competitive environment in years. Carriers are eager for growth, and capacity is readily available. Following an extended period of exceptionally challenging hard market conditions, more favorable dynamics have emerged. The market was well-positioned to handle the impact of Hurricanes Helene and Milton and the California Wildfires. Insurance to value remains a focus for underwriters.
- **Workers' Compensation-** Premiums continue to remain stable and are largely loss dependent and payroll exposure based.

Insurance Renewal

Property:

As mentioned, the property market is more favorable this renewal and we were successful in leveraging market competition to yield positive results for the County. The County's incumbent carrier, Chubb, is offering a 3% decrease in rate (currently below \$0.04) and has agreed to lock that rate for next renewal term as well. In keeping with insurance to value trending consistency, the County's total insured values are trended upward at 3%. Despite the increase in the property value exposure basis, the County's premium has decreased by \$589 from expiring. The County's long-term relationship with Chubb, coupled with low loss experience, were significant factors in this favorable renewal.

Excess Liability (GL, Auto, Law, Employment Practices, Public Officials Liability) and Excess Workers Compensation:

There is a limited pool of carriers for public entities, especially with law enforcement and correctional/jail exposures. That stated, contrary to past years, there is a new liability insurance program entrant into the self-insured public entity market space that has provided a competitive alternative.

- The program is Metis/Obsidian. The fronting paper issuing the policy is Obsidian Insurance Company (AM Best A-). Having a fronting policy is required to meet regulatory requirements. The program flows through the Metis captive, which is treaty reinsured by Lloyd's of London (Underwriters--Chaucer and Canopus).

Renewal terms were also received from the County's incumbent primary liability carrier, Safety National. The Safety National renewal is \$453,693 which is 28% (\$99,949) over expiring premium. The large premium increase for Safety National is attributed to the County's significant jail medical exposure, the County's recent significant loss experience involving jail operations and the overall challenging public entity market conditions.

The Metis/Obsidian program offered two options for the County's liability program (Primary and Excess). While there is a significant premium difference between primary options from Metis/Obsidian and Safety National (\$77,325). Since Metis/Obsidian is a new and emerging market not all the County's incumbent excess liability carriers were comfortable sitting on top of the Metis/Obsidian primary program. As such, the carrier availability at a competitive price for the excess layers was not available with the Metis/Obsidian primary program. However, Metis/Obsidian quoted a very competitive \$10M excess \$10M layer (\$250,000- not including stamping taxes and fees), which can be placed over a Safety National primary liability program coverage tower. The County's incumbent \$5M excess \$5M liability market (Upland) provided a quotation of \$336,505, representing an 8.7% increase, which is very competitive in today's excess liability marketplace. It is important to note, that the County's long-time excess liability partner, Allied World (AWAC) quoted the \$10M excess \$10M layer at a significantly higher premium than expiring citing the County's claims frequency/severity and excess liability marketplace constraints. Additionally, AWAC indicated that they will no longer offer \$10M (\$5M only) in coverage at next year's renewal (2026 to 2027). As a result, we obtained a very competitive quote from Metis/Obsidian to maintain the County's complete \$20 million limit.

Regarding workers' compensation, competitive quotations were received. However, the Safety National liability program is contingent upon maintaining the excess workers compensation coverage with the incumbent, Safety National. Safety National quoted \$202,996, representing a 6% decrease over expiring, despite an increase in payroll.

Additionally, since medical malpractice exposure for the jail medical operations is such a prevalent exposure, we obtained medical malpractice liability insurance quotations. We obtained an indication from GenStar of \$350,000-\$400,000 for a \$1,000,000 limit of liability policy.

Executive Summary – Continued

Employment Practices Liability:

The County has purchased a separate policy for employment practices liability to cover losses below the County's \$2,000,000 retention, with a lower deductible (currently \$100,000). The renewal pricing is \$47,437. Following discussion with staff, it is recommended that this "buy down" policy is no longer needed given the County's favorable employment practice liability loss experience and proactive management practices involving harassment, terminations, hiring and discrimination.

Ancillary Lines:

As we typically see, many of the small premium policies and ancillary lines have renewal premiums that are very close to expiring. The main exception is coverage for the underground storage tanks where we usually see at renewal, premium increases as the tanks continue to age.

Thank you again for the opportunity to present this renewal proposal. We appreciate that you continue to choose Alliant to service your insurance and risk management needs. We welcome any questions or concerns regarding your insurance program and risk management measures.

Premium Summary and Comparison

Line of Coverage	Expiring Premium Effective 12/1/2024-2025	Incumbent Renewal Effective 12/1/2025 -2026 Safety National Excess Liability and Workers Comp	Renewal Premium Effective 12/1/2025-2026 Obsidian Excess Liability and Arch Workers Compensation	Renewal Premium Effective 12/1/2025-2026 Obsidian Excess Liability and Midwest Employers Workers Compensation
Property Insurance				
\$350,000,000 Limit, \$500,000 Deductible - Chubb	\$ 398,336	\$ 397,747	\$ 397,747	\$ 397,747
Excess Workers Compensation				
\$2,000,000 Employers Liability Limit				
\$2,000,000 SIR - Safety National	\$ 217,021	\$ 202,996		
\$2,000,000 Employers Liability Limit				
\$2,000,000 SIR - Arch			\$ 179,628	
\$1,000,000 Employers Liability Limit				
\$2,000,000 SIR - Midwest Employers				\$ 192,138
Excess Liability Including GL, EBL, AU, POL, EPL, and LEL				
\$5,000,000 primary - excess \$2,000,000 SIR - Safety National	\$ 353,744	\$ 453,693		
\$5,000,000 excess \$5,000,000 primary insurance - Upland Specialty	\$ 309,585	\$ 336,505		
\$10,000,000 excess \$10,000,000 Excess Liability - Metis/Obsidian	\$ 207,080	\$ 258,850		
Premium Subtotal -	\$ 870,409	\$ 1,049,048	\$ -	\$ -
Excess Liability Including GL, EBL, AU, POL, EPL, and LEL				
\$5,000,000 primary - excess \$2,000,000 SIR - Obsidian			\$ 376,368	\$ 376,368
\$5,000,000 excess \$5,000,000 primary insurance - Upland Specialty			\$ 325,116	\$ 325,116
\$10,000,000 excess \$10,000,000 Excess Liability - AWAC			Not Quoting	Not Quoting
\$10,000,000 excess \$10,000,000 Excess Liability - Alternative for Obsidian Option (Indication Only)			\$ 400,000	\$ 400,000
Premium Subtotal -			\$ 1,101,484	\$ 1,101,484
Employment Practices Liability				
\$2,000,000 Limit, \$150,000 retention National Casualty	\$ 47,917	\$ 47,437	\$ 47,437	\$ 47,437
Environmental - Underground Storage Tanks				
\$1,000,000 limit - Liberty	\$ 16,431	\$ 17,482	\$ 17,482	\$ 17,482
Environmental - Professional Liability - Admiral	\$ 2,547	\$ 2,604	\$ 2,604	\$ 2,604
Veterinarian Professional Liability - Evanston	\$ 4,282	\$ 4,368	\$ 4,368	\$ 4,368
Travel Accident - Chubb				
County Volunteers	\$ 4,291	\$ 4,291	\$ 4,291	\$ 4,291
Ride-Along	\$ 2,942	\$ 2,942	\$ 2,942	\$ 2,942
D&O - Workforce Board - Chubb	\$ 1,004	\$ 1,004	\$ 1,004	\$ 1,004
Adopt a Highway	\$ 2,500	\$ 2,625	\$ 2,625	\$ 2,625
Auto Physical Damage - Animal Services Van - National Indemnity	\$ 11,624	\$ 12,205	\$ 12,205	\$ 12,205
Crime - Liberty				
DuPage County Community Services (money mgt program) 1-year policy	\$ 316	\$ 316	\$ 316	\$ 316
DuPage County, IL 3-year policy	\$ 21,619	\$ 21,619	\$ 21,619	\$ 21,619
Office of the Circuit Court 3-year policy	\$ 6,583	\$ 6,583	\$ 6,583	\$ 6,583
Dupage County Health Department 3-year policy	\$ 3,247	\$ 3,247	\$ 3,247	\$ 3,247
DuPage County Insurance Premium Total	\$ 1,611,069	\$ 1,776,514	\$ 1,805,582	\$ 1,818,092
Cyber Liability				
Liability Limit \$3,000,000	\$ 143,413	\$ 137,191	\$ 137,191	\$ 137,191
Retention \$250,000				

An updated Vendor Ethics Disclosure form has been requested.



Transportation Resolution

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

File #: DT-R-0035-25

Agenda Date: 11/4/2025

Agenda #: 7.B.

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND OXCART PERMIT SYSTEMS, LLC
OVERWEIGHT / OVER DIMENSION PERMITTING SERVICES
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(NO COUNTY COST)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001 *et. seq.*) and "Illinois Highway Code" (605 ILCS 5/5-101 *et. seq.*) is authorized to enter into this agreement; and

WHEREAS, the COUNTY requires Overweight/Over Dimension Permitting Services; and

WHEREAS, Oxcart Permit Systems, LLC. (hereinafter CONSULTANT) has experience and expertise in this area and is in the business of providing such Overweight / Over Dimension Permitting Services, and is willing to perform the required services at a no-cost, pass through service to the COUNTY; and

WHEREAS, the COUNTY has contracted with CONSULTANT and wishes to continue at no cost to the COUNTY; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and Oxcart Permit Systems, LLC. be hereby accepted and approved at no cost to the COUNTY, for the period of December 1, 2025 through November 30, 2029, and that the Chair of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that the Director of Transportation is hereby authorized to approve an increase in the CONSULTANT's fees, up to \$1.00 annually, during the term of this agreement; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be transmitted to Oxcart Permit Systems, LLC., 440 West Colfax, Suite 2384, Palatine, Illinois 60078, by and through the Division of Transportation.

Enacted and approved this 12th day of November, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

**AGREEMENT
BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND
OXCART PERMIT SYSTEMS, LLC
FOR OVERWEIGHT/OVER DIMENSION PERMITTING SERVICES**

This agreement (hereinafter referred to as the "AGREEMENT"), made this _____ day of _____, 2025 between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the "COUNTY") and Oxcart Permits Systems, LLC, an Illinois limited liability corporation, licensed to do business in the State of Illinois, with offices at 440 W. Colfax, Suite 2384, Palatine, Illinois (hereinafter referred to as the "CONSULTANT"). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001, *et seq.*) and "Illinois Highway Code" (605 ILCS 5/5-101, *et seq.*) is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY requires overweight / over dimension permitting services (hereinafter referred to as "SERVICES"); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such permitting services and is willing to perform the required services at no cost, as a pass-through service to the COUNTY.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION

1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.

- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- 1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and made a part hereof.

2.0 SCOPE OF SERVICES

- 2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work and Fee Schedule, specified as Exhibit A, attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified.
- 2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following any meetings between the COUNTY or other group and the CONSULTANT concerning the SERVICES.
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work. Any such changes, including any increase or decrease in the CONSULTANT'S compensation and Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.
- 2.4 The relationship of the CONSULTANT to the COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT or its sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT'S employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.
- 2.5 Any work, assignments or services deemed to be a professional service under this AGREEMENT shall be performed and/or supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

- 2.6 Neither the CONSULTANT, nor the CONSULTANT'S employees, shall be retained as expert witnesses by the COUNTY except as by separate agreement.

3.0 NOTICE TO PROCEED

- 3.1 Authorization to proceed shall be given on behalf of the COUNTY by the Director of Transportation (hereinafter referred to as the "Director"), in the form of a written Notice to Proceed following execution of the AGREEMENT by the County Board Chair.
- 3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 4.1, 5.2, 6.1, 7.1, 8.2, 8.3, 15.3 and 21.2.

4.0 TECHNICAL SUBCONSULTANTS

- 4.1 The prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical tasks or work under the terms of this AGREEMENT.
- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 24.4 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in work for the COUNTY on the SERVICES.

5.0 TIME FOR PERFORMANCE

- 5.1 Upon execution of the AGREEMENT, the COUNTY will issue its written Notice to Proceed for December 1, 2025 at the expiration of the current AGREEMENT on November 30, 2025 so the operation of the system will continue without interruption.

5.2 All of the services required hereunder shall be completed within a four-year term by November 30, 2029.

5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of the COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control, the sole remedy and allowance shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with the CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES

6.1. The CONSULTANT shall provide the COUNTY the deliverables specified in Exhibit A upon execution of this AGREEMENT and shall maintain it throughout the duration of the AGREEMENT as specified in Section 15.0. This will include any updates or revisions to the software system that are developed by the CONSULTANT, upon approval and acceptance by the COUNTY.

7.0 COMPENSATION

7.1. Total payments to the CONSULTANT under the terms of this AGREEMENT are enumerated in Exhibit A. No compensation shall be paid directly from the COUNTY to the CONSULTANT.

8.0 CONSULTANT'S INSURANCE

8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:

8.1.a **Worker's Compensation Insurance** in the statutory amounts.

8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee/disease.

8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability.

An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.

8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars (\$1,000,000.00) for any one person and one million dollars (\$1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.

8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars (\$1,000,000.00) per incident/two million dollars (\$2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.

8.1.f. **Cyber Liability Insurance** with minimum limits of two million dollars (\$2,000,000.00) to include the following endorsement:

It is agreed that the County web page hosted by and maintained by CONSULTANT will contain only the information fields listed below, and all the information is available through public websites and entities accessible via the Freedom of Information Act. Any additional information to be included for all or some of the for-hire motor carriers on the website must be contractually agreed to by both the COUNTY and CONSULTANT.

Applicant Name - Trucking Company
Street Address 1
Street Address 2
City
State
ZIP
Contact name
Contact phone number
Contact fax number
Contact email address
Company Website (URL)
USDOT number

Truck specific data (required on the permit by
DuPage County)

Weights
Dimensions
Duration of Permit
Registration (license number)
Load Description
Illinois Department of Transportation Permit
number (if applicable)
Illinois Tollway Authority Permit number (if
applicable)
Routing

The Website will NOT contain any financial or sensitive information, and all information on the website is available through the Freedom of Information Act.

A co-defendant endorsement will be required if the COUNTY and the CONSULTANT agree in writing to amend this AGREEMENT to include any information not available based on the Freedom of Information Act.

- 8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify

the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.

- 8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.
- 8.4 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT, including naming the COUNTY as an additional insured in the same coverage types and amounts as the CONSULTANT, per Section 8.0. The COUNTY retains the right to obtain evidence of sub-consultants' insurance coverage at any time.

9.0 INDEMNIFICATION

- 9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings

and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.

Neither party shall have liability with respect to its obligations under this AGREEMENT or otherwise for loss of goodwill, or for special, indirect, consequential, or incidental damages, whether arising in tort or in contract.

The total liability of CONSULTANT to the COUNTY in connection with this AGREEMENT will be limited to the costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.

- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers and employees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove the CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The CONSULTANT'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.
- 9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

- 10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the

performance of the services herein contracted. Accordingly, the CONSULTANT'S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar firms practicing in the COUNTY and the State of Illinois.

10.2 In the event there are no similar firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.

10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may at the COUNTY'S option, up to one (1) year after expiration or termination of the AGREEMENT, have the responsibility to cure same under this provision.

10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

11.0 BREACH OF CONTRACT

11.1 Either party's failure to timely cure any material breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a party hereto has failed to timely cure a breach of this AGREEMENT, the other party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. Notwithstanding the above term, the CONSULTANT'S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1 below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS

- 12.1 The CONSULTANT agrees that any and all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY.
- 12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.
- 12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.
- 12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to the COUNTY.

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

- 13.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations including but not limited to the Illinois Freedom of Information Act (5 ILCS 140/1, et seq.).
- 13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, et seq., and with all rules and regulations established by the Department of Human Rights.
- 13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).

- 13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.
- 13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of the CONSULTANT'S services under this AGREEMENT.
- 13.6 **In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2),** the COUNTY is required to collect and electronically publish data from all consultants and subconsultants as to: (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 et seq.); and (2) whether the consultant or any subconsultants are self-certifying or whether they hold certifications for those above-referenced categories. If self-certifying, the consultants and subconsultants shall disclose whether they qualify as a small business under federal Small Business Administration standards. **In compliance with the Vendor Information Reporting Act, within 60 calendar days of the COUNTY'S award of the contract for work covered under this AGREEMENT, the awarded consultant, and each subconsultant, must complete the Awarded Vendor Questionnaire. (found at <https://mwv.dupagecounty.gov/>).**
- 13.7 The CONSULTANT acknowledges knowledge of the COUNTY'S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. The CONSULTANT agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

14.0 MODIFICATION OR AMENDMENT

- 14.1 The CONSULTANT acknowledges knowledge of the COUNTY'S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it.

15.0 TERM OF THIS AGREEMENT

15.1 The term of this AGREEMENT shall begin on December 1, 2025 after the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
- (b) The expiration of this AGREEMENT on November 30, 2029, or to a new date agreed upon by the parties.
- (c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2029.

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above, or after the early termination of this AGREEMENT. The COUNTY is not liable and will not reimburse the CONSULTANT for any work performed after the expiration or termination date of the AGREEMENT. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 6.1, above.

15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to paragraph 14.1 above.

16.0 TERMINATION

16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from COUNTY at COUNTY'S election.

16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for services rendered prior to termination. There shall be no termination expenses.

16.3 Upon termination of the AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, the CONSULTANT shall provide all deliverables within fourteen (14) days of termination of this AGREEMENT in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT

17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.

17.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

17.4 In event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

17.5 In the event there is a conflict between Sections 1 through 24 of this AGREEMENT and any of the attached Exhibit(s), Sections 1 through 24 of this AGREEMENT shall prevail.

18.0 ASSIGNMENT

18.1 Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment, in writing.

19.0 SEVERABILITY

19.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT.

The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

- 19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

20.0 GOVERNING LAW

- 20.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 20.2 The venue for resolving any disputes concerning the parties' respective performance under this AGREEMENT shall be the Judicial Circuit Court for DuPage County.

21.0 NOTICES

- 21.1 Any required notice shall be sent to the following addresses and parties:

Oxcart Permit Systems, LLC

440 W. Colfax, Suite 2384

Palatine, IL 60078

ATTN: Bryce Baker COO/Member

Phone: 331.205.8180

Email: bbaker@oxcartpermits.com

DuPage County Division of Transportation

421 N. County Farm Road

Wheaton, IL 60187

ATTN: Stephen M. Travia, P.E.

Director of Transportation

Phone: 630.407.6900

Email: stephen.travia@dupagecounty.gov

- 21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00a.m.-4:30p.m. CST or CDT Monday-Friday); (b) served by facsimile transmission during regular business hours (8:00a.m.-4:30p.m.CST or CDT Monday-Friday); (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid;

or (d) served by email transmission during regular business hours (8:00 a.m. – 4:30 p.m. CST or CDT Monday-Friday), return receipt requested. Notices served personally, by facsimile or email transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

22.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT and shall not prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

23.0 FORCE MAJEURE

23.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

24.0 ACCESS TO PROPERTY

N/A - This section left intentionally blank

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

N/A - This section left intentionally blank

26.0 QUALIFICATIONS

26.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.

26.2 The CONSULTANT'S key personnel specified in the AGREEMENT shall be Bryce Baker, COO/Member, and he shall be considered essential to the work covered under this AGREEMENT. If for

any reason, substitution of a key person becomes necessary, the CONSULTANT shall provide advance written notification of the substitution to the COUNTY. Such written notification (Exhibit B made a part hereof) shall include the proposed successor's name and resume of their qualifications. The COUNTY shall have the right to approve or reject the proposed successor.

26.3 Failure by the CONSULTANT to properly staff the SERVICES with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.

26.4 The CONSULTANT shall require the sub-consultant(s) utilized for the SERVICES to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT'S sub-consultant(s) being properly staffed while engaged in the SERVICES.

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

OXCART PERMIT SYSTEMS, LLC

Signature on file

10/28/2025

Deborah A. Conroy, Chair
DuPage County Board

Bryce Baker
COO/Member

ATTEST BY:

ATTEST BY:

Signature on file

Jean Kaczmarek, County Clerk

Signature

10/28/2025

Signature on file

Print Name

OFFICE MANAGER

Title

EXHIBIT A

SCOPE OF WORK/FEE SCHEDULE

The term "Customer" shall refer to any third-party requesting over-dimension and/or overweight vehicle permits from the County.

1. Oxcart Services.

Oxcart shall develop, establish, set up and maintain an internet application ("County web page"), which shall include but not be limited to the creation of online over-dimension and overweight vehicle permit applications and the processing of said permit applications, for the County for the purposes of accepting over-dimension and overweight vehicle permit applications and payment for such permits as set forth herein, which shall be referred to as the "Service."

- i. All Services provided by Oxcart shall be conducted and accomplished in a professional and workmanlike manner.
- ii. The Service will be made available per the Service Level defined herein below.
- iii. The Service will allow for the acceptance and processing of over-dimension and overweight vehicle permit applications as authorized by the DuPage County Ordinance/Amendments for Overweight/Over-Dimension Truck Permit and Violation Fees (ODT-006D-92) (County's Code).
- iv. The Service will be hosted using computer servers contracted by Oxcart.
- v. Oxcart reserves the right to change computer servers and computer server hosting providers at any time with notice provided to the County during the term of this Agreement.
- vi. Oxcart reserves the right to update code and/or security measures at any time without notice during this agreement. Oxcart will maintain a Security Incident Response plan which will be made available to the County for review and in a format acceptable to the County.
- vii. The content of the County web pages within the Service shall be dedicated solely to the County. The content of such pages shall include but not be limited to:
 1. Application fields necessary to receive, pay for, and process a permit.
 2. Maintain user information and icons representative of the County.
 3. Automated permits, in which permits do not need to be reviewed by County, and non-automated permits, in which permits must be reviewed by County, as directed by the County.

4. All credit card processing and customer data shall be protected and completed under the PCI Compliance Statement reviewed and approved by the County.
- viii. The online over-dimension and overweight vehicle permit application will be based upon and processed according to the requirements of the DuPage County Ordinance/Amendments for Overweight/Over-Dimension Truck Permit and Violation Fees (ODT-006D-92) (County's Code). If the County's Code is amended, the requirements from the most updated County's Code shall be followed. The Service shall provide the County and Customers with an unlimited number of free user access accounts with which to apply and pay for the issuance of over-dimension and overweight vehicle permits.
- ix. Oxcart shall process all permit applications (both automated and non-automated). Upon receipt of an automated permit application, Oxcart shall within the time limit set forth in the Service Level section defined herein below, contact the Applicant with information regarding the approval, denial, or approval with pre-programmed conditions of the permit, and, upon approval, collect payment for County permit fees and any other applicable fees, and issue the permit. Upon receipt of a non-automated permit application, Oxcart shall within the time limit set forth in the Service Level section defined herein below, provide the County with all information necessary for the County to review, approve or deny, or establish conditions under which the permit will be granted. Upon the County's review of a non-automated permit application, Oxcart shall contact the Applicant with information regarding the approval, denial, or approval with conditions of the permit, and, upon approval, collect payment for County permit fees and any other applicable fees, and issue the permit.
- x. All payments shall be accepted utilizing an integrated credit card payment processor to accept online payments for the County. In addition to the County permit fee, for each transaction, the credit card payment processor will assess the Customer with a fee calculated on the sum of the total of the maximum County permit fee and the Oxcart Service Fee, plus an additional service fee for each transaction. Payment in full of the County permit fee, the credit card payment processor fee, the transaction fee and the Oxcart Service Fee will be required in order for the Customer to access the approved permit. However, in no event may Oxcart or the County violate the Local Government Acceptance of Credit Card Act (50 ILCS 345/1, *et seq.*)
 1. Oxcart does not set the credit card payment processor fees or transaction fees, which are subject to change at any time with notice. At the time of this Agreement the payment processor fee is 2.9% of the calculated sum of the total of the maximum County permit fee and the Oxcart Service Fee,

plus a \$.30 per transaction fee. Oxcart shall promptly notify the County of changes to these rates as soon as Oxcart becomes aware of the rate change.

2. Upon change of credit card payment processor fees, Oxcart shall update the County web application to reflect the new rates and notify the County of the change.
 3. Oxcart reserves the right to change credit card payment processors at any time with notice to the County.
-
- xi. County permit fees shall be collected by Oxcart in accordance with the provisions of the DuPage County Ordinance/Amendments for Overweight/Over-Dimension Truck Permit and Violation Fees (ODT-006D-92) (County's Code).
 - xii. On or before the tenth business day of each month, Oxcart shall transfer to the County through ACH direct deposit or bill payment system through the United States Postal Service all County permit fees for all approved permits for the preceding calendar month. All County permit fees shall be paid in full by Oxcart each month to the County. In addition, by the tenth business day of each month, Oxcart shall transmit by email or United States Postal Service, a report providing the name, address, date of payment, date of permit issuance and County permit fee collected for each permit approved and issued. Such report shall be in a format approved by the County and shall be sent as provided in the NOTICES section of the AGREEMENT.
 - xiii. Oxcart will not disseminate any phone numbers, email addresses or other personal information of Customers other than what is displayed on an approved permit.
 - xiv. Oxcart shall maintain permit data for online access by the County for a minimum of ninety (90) calendar days and allow the County to download County permit data during this time. Oxcart shall maintain the County's permit data for a period of ten (10) years.
 - xv. Oxcart shall maintain complete and accurate books, records and accounts showing the permits issued and its billings for the County permit fees and the permit services provided to the County and the amount collected for County permit fees. Such books and records shall be made available for examination and audit by the County at any time during business hours upon request.
 - xvi. Notwithstanding anything to the contrary in the foregoing, Oxcart is free to upgrade and modify its network, application, and backup infrastructure

pursuant to a Systems Maintenance policy which will be available to the County for review.

- xvii. Oxcart may choose to add standard features and upgrades to the application at no additional charge to the County or Customer. Oxcart shall immediately inform the County of any breach of security or identity theft related to Oxcart's Services under this Agreement.
- xviii. Oxcart is free to market the Service to other organizations, municipalities, and customers without exception or exclusion except at the sole discretion of Oxcart.

2. Payment and Fees for Service.

- i. As full and complete compensation for the Service to be provided hereunder, Oxcart shall assess a Service Fee to the Customer, in addition to the credit card payment processing fees, as provided in Section 1(xi).
- ii. Such Service Fee shall be assessed based upon the cost of the permit applied for and as provided in the following Schedule:

County Permit Fee	Oxcart Fee
\$0.00 - \$49.99	\$5.00 flat fee
\$50.00 - \$99.99	10%
\$100.00 - \$199.99	\$12.50 flat fee
\$200.00 or more	\$15.00 flat fee

- iii. All payments are final and Oxcart will not refund the Customer any monies collected through the credit card payment processor unless the payment was made in error or without authorization, the permit was issued in error or an error occurred which was directly attributable to Oxcart or the credit card payment processor, or the County requests a refund be processed through the credit card processor for an approved permit to which the credit card processor fee assessed to Oxcart will be deducted from the monthly payment to the County. Oxcart may elect to refund monies via check or ACH at its sole discretion, and the County reserves the right to internally issue County permit fee refunds to Customers through their finance department. Oxcart shall provide the County with notice of any payment that is in dispute.
- iv. Once the transaction has been completed and all fees received from the credit card payment processor, Oxcart will not store or retain any Customer financial or credit information.

- v. Within the first twelve (12) months upon execution of this Agreement, Oxcart will seek to develop and implement alternative, online Customer payment methods, including electronic ACH. Both Oxcart and the County agree to negotiate in good faith any addendums for fees which may need to be passed along to the Customer for the cost of new payment methods.

Service Level

Oxcart will use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week. Down time is defined as the period of time over which the County and/or Customers is unable to access the Service due to a failure of Oxcart's application. Oxcart shall provide an accessible toll-free number to Customers 24 hours a day, 7 days a week, with reasonable customer service response available Monday through Friday, 8:00 AM-4:30 PM CST or CDT.

Scheduled maintenance will be performed from time to time as determined by written and available Oxcart policy which may result in the Application being inaccessible to the County and/or Customers. Such scheduled maintenance activates are not considered down time. Care will be taken to minimize impact to the Service during normal business hours, considered as Monday through Friday 7:00 AM to 6:00 PM CST or CDT.

Barring situations listed below which are exempt from this Service Level, information regarding the approval, denial, or approval with pre-programmed conditions of a new automated permit application will be sent by Oxcart to the Customer via email upon submittal of the Application. Non-automated permit applications will be sent by Oxcart to the County for review by the County via email upon submission by the Customer within the Application. Upon the County providing Oxcart information regarding the approval, denial, or approval with conditions of the non-automated permit, Oxcart will provide said information to the Customer via email upon submission.

The following items or situations are exempt from the availability service level commitment:

- Down time resulting from issues with the County's and/or Customer's networks, email servers, email filters, hardware, or software.
- All internet connectivity and infrastructure issues/failures not attributable to Oxcart's facilities or equipment.
- Service or availability issues related to malicious behavior by the County or any of its employees, agents or Customers.
- Attacks by third parties (hacks, viruses, etc.) provided that Oxcart has made commercially reasonable efforts to defend against such attacks.
- Events of force majeure, including acts of war, earthquake, flood, acts of God, etc.

EXHIBIT B

**DU PAGE COUNTY DIVISION OF TRANSPORTATION
CONSULTANT STAFF CHANGE NOTIFICATION**

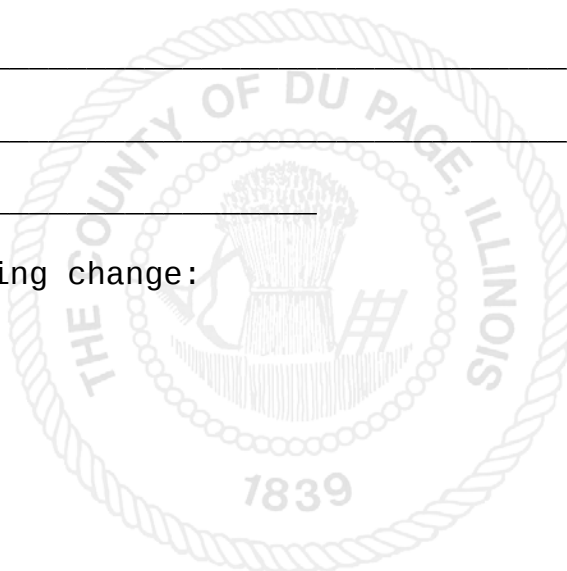
The Firm of _____
hereby notifies the COUNTY through the DIVISION OF TRANSPORTATION
that they need to reassign staff for the
_____ SERVICES.

Position: _____

Person: _____

Effective date: _____

Reason for requesting change:



Proposed Replacement: _____
(attach resume)

Transition Plan (provide an outline of the steps that the CONSULTANT will take to assure adequate exchange of information and responsibility, including Principal Engineer oversight and requested involvement by COUNTY staff.



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: 10/28/2025

Bid/Contract/PO #:

Company Name: <u>OXCART PERMIT SYSTEMS, LLC</u>	Company Contact: <u>BRUCE BAKER (OWNER)</u>
Contact Phone: <u>(331) 205-8180</u>	Contact Email: <u>BBAKER@OXCARTPERMITS.COM</u>

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county, 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.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

BRUCE BAKER

Title

OWNER

Date

10/28/2025

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