DU PAGE COUNTY

Technology Committee

Final Summary

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

Tuesday, January 16, 2024 **11:00 AM** **Room 3500B**

1. CALL TO ORDER

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

2. ROLL CALL

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

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

3. CHAIRWOMAN'S REMARKS - CHAIR YOO

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. **24-0357**

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

Attachments: 2023-12-05 Technology Minutes (summary)

RESULT:	APPROVED
MOVER:	Sheila Rutledge
SECONDER:	Kari Galassi

6. INTERGOVERNMENTAL AGREEMENTS

6.A. **TE-R-0001-24**

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

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

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

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

7. PROCUREMENT REQUISITIONS

7.A. **24-0358**

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

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

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

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

RESULT:	APPROVED
MOVER:	Sheila Rutledge
SECONDER:	Kari Galassi

7.B. **24-0359**

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

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

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

7.C. **24-0360**

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

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

Attachments: Service Express - PRCC
Service Express - Renewal Agreement #38605
Service Express - VED

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

8. CONSENT ITEMS

8.A. **24-0002**

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

Attachments: SHI - 5688-1-SERV - Change Order to D&C.pdf

RESULT:	APPROVED
MOVER:	Kathleen Carrier
SECONDER:	Sheila Rutledge

9. INFORMATIONAL ITEMS

9.A. **JPS-P-0004-24**

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

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

Attachments:
Logicalis - PRCC
Logicalis - RFP 23-101-CCC Proposal
Logicalis - RFP 23-101-CCC Pricing
Logicalis - RFP 23-101-CCC Statement of Work
Logicalis - RFP 23-101-CCC Scorecard
Logicalis - Vendor Ethics
Fund Authorization

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

9.B. **JPS-P-0006-24**

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

Attachments:
Alliance Technology-PRCC.pdf
ALLIANCE TECHNOLOGY_GS-35F-303DA
Alliance - Quote.pdf
Alliance-Vendor Ethics

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

9.C. **JPS-CO-0001-24**

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

Attachments: Journal Technologies - Change Order
Journal Technologies - Decision Memo

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

10. OLD BUSINESS

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

11. NEW BUSINESS

No new business was discussed.

12. ADJOURNMENT

With no further business, the meeting was adjourned.

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File #: 24-0357 **Agenda Date:** 1/16/2024 **Agenda #:** 5.A.

DU PAGE COUNTY

Technology Committee

Final Summary

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

Tuesday, December 5, 2023 **11:30 AM** **Room 3500A**

1. CALL TO ORDER

11:30 AM meeting was called to order by Chair Yoo at 11:31 AM.

2. ROLL CALL

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

3. CHAIRWOMAN'S REMARKS - CHAIR YOO

Chair Yoo said our Deputy CIO search is still pending. She said she made the executive decision to cancel our January 2, 2024 meeting. Chair Yoo thanked CIO Anthony McPhearson, IT staff, and the Technology Committee for making 2023 a great year as her first year as Technology Chair. Lastly, she noted that Technology Committee meetings in 2024 will take place at 11:00am in 3-500B.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. **24-0039**

Approval of Minutes for the Technology Committee - Regular Meeting - Tuesday, November 21, 2023

Attachments: 2023-11-21 Technology Minutes (Summary)

RESULT:	APPROVED
MOVER:	Patty Gustin
SECONDER:	Sheila Rutledge

6. PROCUREMENT REQUISITIONS

6.A. **TE-P-0001-24**

Recommendation for the approval of a contract purchase order to Environmental Systems Research Institute, Inc. (ESRI), for professional services for GIS data migration, support, and training for the ESRI Enterprise Advantage Program, for Information Technology - GIS Division, for the period of January 17, 2024 through January 16, 2025, for a contract total amount of $136,100. Exempt from bidding per 55 ILCS 5/5-1022(c) not suitable for competitive bids - Sole Source. This product and service is only available from the

provider, ESRI, Inc.

Attachments: ESRI (EEAP) - PRCC
ESRI (EEAP) - Quote #Q-497469
ESRI (EEAP) - Sole Source Letter
ESRI (EEAP) - VED

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Cynthia Cronin Cahill
SECONDER:	Kari Galassi

7. CONSENT ITEMS

Mr. McPhearson explained that these are clean-up items for IT. He said we are trying to clean up the books and close purchase orders we no longer need.

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Patty Gustin
SECONDER:	Kari Galassi

7.A. **24-0003**
CDW LLC - Decrease & Close PO #5784-1-SERV

Attachments: CDW - 5784-1-SERV - Change Order to D&C.pdf

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

7.B. **24-0004**
Insight Public Sector - Decrease & Close PO #5787-1-SERV

Attachments: Insight - 5787-1-SERV - Change Order to D&C.pdf

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

7.C. **24-0005**
SHI International Corp. - Decrease & Close PO #5394-1-SERV

Attachments: SHI - 5394-1-SERV - Change Order to D&C.pdf

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

8. IT PROJECT UPDATES

CIO McPhearson presented an IT project update to the committee, as attached hereto.

Member Cahill asked if the additional projects are budgeted for, to which Mr. McPhearson responded yes, all items are included in the approved budget.

RESULT:	PRESENTED

8.A. **24-0296**
IT Project Updates

Attachments: DuPage County Tech Committee Project Updates_12-05-23.pdf

9. OLD BUSINESS

No old business was discussed.

10. NEW BUSINESS

No new business was discussed.

11. ADJOURNMENT

With no further business, the meeting was adjourned.

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
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File #: TE-R-0001-24 **Agenda Date:** 1/16/2024 **Agenda #:** 6.A.

RESOLUTION APPROVING TERMINATION OF AN
AGREEMENT WITH THE VILLAGE OF LISLE FOR GIS SERVICES

WHEREAS, in 2018, the DuPage County Board approved TE-R-0056-18, authorizing the County of DuPage to enter into an intergovernmental agreement with the Village of Lisle to provide various GIS services to the Village; and

WHEREAS, from time to time, the County and the Village have amended the fees and costs associated with this intergovernmental agreement; and

WHEREAS, the intergovernmental agreement between the County of DuPage and the Village of Lisle requires 30 days written notice to terminate; and

WHEREAS, the County of DuPage no longer has the employee resources available to support the projects of the Village of Lisle as those employee resources are required to complete various projects for County departments and entities.

NOW, THEREFORE, BE IT RESOLVED, that the DuPage County Board hereby provides notice of its intent to terminate the Intergovernmental Agreement between the County of DuPage and the Village of Lisle for provision of GIS services; and

BE IT FURTHER RESOLVED, that the DuPage County Clerk is directed to mail a certified copy of this resolution to the Village of Lisle, Attn: Mayor Christopher Pecak, c/o Village Clerk, 925 Burlington Avenue, Lisle, IL 60532.

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

Technology Requisition under $30,000

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

File #: 24-0358 **Agenda Date:** 1/16/2024 **Agenda #:** 7.A.

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 24-0249	RFP, BID, QUOTE OR RENEWAL #: 42170105	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $20,175.00
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 01/16/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $20,175.00
	CURRENT TERM TOTAL COST: $20,175.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Carahsoft Technology Group	VENDOR #: 12819	DEPT: Information Technology	DEPT CONTACT NAME: Joe Hamlin
VENDOR CONTACT: Tyler Schwartz	VENDOR CONTACT PHONE: 571-662-3103	DEPT CONTACT PHONE #: 630-407-5000	DEPT CONTACT EMAIL: Joe.Hamlin@dupagecounty.gov
VENDOR CONTACT EMAIL: Tyler.Schwartz@carahsoft.com	VENDOR WEBSITE: www.carahsoft.com	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
We are purchasing technical support for Microsoft products via NASPO contract.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
This purchase will continue our Microsoft Product support from US Cloud. US Cloud provides the County with Microsoft support at a fraction of the price.

SECTION 2: DECISION MEMO REQUIREMENTS

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

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. CUSTOMER SERVICE
SOURCE SELECTION	Describe method used to select source. US Cloud was selected due to its 1 to 1 replacement of Microsoft support. They utilize the NASPO contract.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Approve the purchase and continue to save money. (Staff Recommendation) 2. Take no action and go without MS support. 3. Revert to Microsoft support at a higher price point.

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

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Carahsoft Technology corp	Vendor#: 12819	Dept: Information Technology	Division:
Attn: Tyler Schwartz	Email: Tyler.Schwartz@carahsoft.com	Attn: Sarah Godzicki	Email: Sarah.Godzicki@dupagecounty.gov
Address: 11493 Sunset Hills Road	City: Reston	Address: 421 N. County Farm Rd.	City: Wheaton
State: Virginia	Zip: 20190	State: IL	Zip: 60187
Phone: 571-662-3103	Fax: 703-871-8505	Phone: 630-407-5037	Fax: 630-407-5001
Send Payments To:		*Ship to:*	
Vendor: Carahsoft Technology corp	Vendor#: 12819	Dept: Information Technology	Division:
Attn: Tyler Schwartz	Email: Tyler.Schwartz@carahsoft.com	Attn: Joe Hamlin	Email: Joe.Hamlin@dupagecounty.gov
Address: 11493 Sunset Hills Road	City: Reston	Address: 421 N. County Farm Rd.	City: Wheaton
State: Virginia	Zip: 20190	State: IL	Zip: 60187
Phone: 571-662-3103	Fax: 703-871-8505	Phone: 630-407-5000	Fax: 630-407-5001
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): 02/24/2024	Contract End Date (PO25): 02/23/2025
Contract Administrator (PO25): Joe Hamlin			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	75	EA	AR2472-CAR001-15	Professional Services - Client/ Server Database Manager - per hour Premier Support	FY24	1000	1110	53020		269.00	20,175.00
FY is required, assure the correct FY is selected.										Requisition Total	$ 20,175.00

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.

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

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

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

carahsoft.

TO: Joe Hamlin
Network Systems Manager
DuPage County
421 N. County Farm Road
DATA PROCESSING DEPARTMENT
Wheaton, IL 60187-3978 USA

EMAIL: Joe.Hamlin@dupagecounty.gov

PHONE: (630) 407-5063

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

EMAIL: Tyler.Schwartz@carahsoft.com

PHONE: (571) 662-3103 **FAX:** (703) 871-8505

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

QUOTE NO:	42170105
QUOTE DATE:	12/06/2023
QUOTE EXPIRES:	02/28/2024
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$20,175.00
TOTAL QUOTE:	$20,175.00

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
1	AR2472-CAR001-15	Professional Services - Client/Server Database Manager - Per Hour Premier Support, 12 Month New Renewal Carahsoft Technology Corporation - PS-CSDM Start Date: 02/24/2024 End Date: 02/23/2025		$269.00	COOP	75	$20,175.00

SUBTOTAL:	$20,175.00
TOTAL PRICE:	**$20,175.00**
TOTAL QUOTE:	**$20,175.00**

NASPO ValuePoint
PARTICIPATING ADDENDUM

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

Master Agreement #: AR2472

Contractor: CARAHSOFT TECHNOLOGY CORPORATION

Participating Entity: STATE OF ILLINOIS

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

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

Master Agreement Terms and Conditions:

1. Scope: This addendum covers ***Cloud Solutions*** lead by the State of *Utah* for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Officer for General Services.

2. Participation: This NASPO ValuePoint Master Agreement may be used by all governmental units and qualified not-for profit agencies authorized to use statewide contracts in the State of Illinois. Issues of interpretation and eligibility for participation are solely within the authority of the State of Illinois Chief Procurement Officer for General Services.

3. Access to Cloud Solutions Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.

4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

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

Participating Entity

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

5. Participating Entity Modifications Or Additions To The Master Agreement

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

Participating Entity must check one of the boxes below.

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

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

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

Participating Addendum uses Illinois Procurement Gateway Certifications and Disclosures?

☒ Yes (IPG Certifications and Disclosures including FORMS B)

☐ No

5.1 DEFINTIONS:

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

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

5.1.3 “Governmental unit” means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax or any other public entity created by statute.

5.1.4 “Partner services” means a relationship that extends beyond monetary considerations, including but not limited to integration of another company’s products or services into Contractor’s products or services or the agreement to support a common standard or protocol.

5.1.5 “Purchase order” means the written request by a governmental unit or qualified not-for-profit agency for the personal property, supplies or services subject to this Participating Addendum. Purchase orders shall contain the scope of work, which includes the Service Level Agreement as defined in Master Agreement AR2472, data categorization, delivery, and invoice information. All terms and conditions in this Participating Addendum apply with full force and effect to all Purchase Orders unless the governmental unit or qualified not-for-profit agency making the Purchase Order specifically seeks exemption or replacement of those terms in its Purchase Order. All Purchase Orders made by governmental units under the authority of the Chief Procurement Officer incorporate with full force and effect all the terms and conditions in this Participating Addendum.

5.1.6 “Qualified not-for-profit agency” means any not-for-profit agency that qualifies under Section 45-35 of the Illinois Procurement Code and that either (1) acts pursuant to a board established by or controlled by a unit of local government or (2) receives grant funds from the State or from a unit of local government.

5.1.7 “Statement of work services” means unsolicited solutions provided by Contractor for needs not identified by the governmental unit.

5.2 JOINT AND COOPERATIVE PURCHASING

5.2.1 The personal property, supplies or services subject to this Participating Addendum shall be distributed or rendered directly to each governmental unit or qualified not-for-profit agency.

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

5.3 SUBCONTRACTORS:

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

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

5.3.3 Will subcontractors be utilized? ☒ Yes ☐ No

- Subcontractor Name: To be determined

  Amount to be paid: To be determined

  Address: To be determined

  Description of work: To be determined

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

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

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

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

5.4 WHERE SERVICES ARE TO BE PERFORMED:

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

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

5.5 PRICING

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

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

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

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

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

5.5.4.2 Intentionally omitted.

5.6 TERM AND TERMINATION

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

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

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

5.6.2 INTENTIONALLY OMITTED

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

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

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

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

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

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

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

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

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

5.9 ELECTRONIC PROCUREMENT:

5.9.1 The State of Illinois's eProcurement system, BidBuy, allows for the upload of multiple services and supplies. Contractor must complete and submit the file provided by the State within 30 days of receipt.

5.9.2 All Purchase Orders for agencies subject to the jurisdiction of the Chief Procurement Officer shall be made in the State's electronic procurement system unless an exception has been granted by the Chief Procurement Officer.

5.9.3 Contractor shall not accept any Purchase Order from an agency subject to the jurisdiction of the Chief Procurement Officer if the Purchase Order is not made in the State's electronic procurement system unless an exception has been granted by the Chief Procurement Officer.

5.9.4 Within 30 days of notification from the Chief Procurement Officer, Contractor shall not accept any Purchase Order from a governmental unit or qualified not-for-profit agency who is not subject to the jurisdiction of the Chief Procurement Officer unless the Purchase Order is made in the State's electronic procurement system.

5.10 STANDARD BUSINESS TERMS AND CONDITIONS

5.10.1 PAYMENT TERMS AND CONDITIONS:

5.10.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 III. Adm. Code 900. This shall be Contractor's sole remedy for late payments by the State. Payment terms contained on Contractor's invoices shall have no force and effect.

5.10.1.2 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this Participating Addendum by the Parties even if the effective date of the Participating Addendum is prior to execution.

5.10.1.3 Prevailing Wage: As a condition of receiving payment Contractor must (i) be in compliance with the Participating Addendum, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Contractor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (http://www.state.il.us/agency/idol/index.htm).

5.10.1.4 Federal Funding: A purchase order may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the

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

5.10.1.5 Invoicing: By submitting an invoice, Contractor certifies that the supplies or services provided meet all requirements of the Participating Addendum and Master Agreement AR 2472, and the amount billed and expenses incurred are as allowed in Master Agreement AR2472. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Contractor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

5.10.1.6 Contractor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Contractor may request the applicable Agency/University state tax exemption number and federal tax exemption information.

5.10.1.7 Contractor shall invoice at the completion of the purchase unless invoicing is tied in the purchase order to milestones, deliverables, or other invoicing requirements agreed to in the purchase order.

5.10.1.8 Vendor shall bill each governmental unit separately for its actual share of the costs of the personal property, supplies or services purchased. The credit or liability of each governmental unit shall remain separate and distinct. Disputes between vendors and governmental units shall be resolved between the affected parties.

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

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

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

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

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

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

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

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

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

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

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

5.10.9.2 If not specifically addressed in other Vendor Information Technology Requirements, Vendor must adhere to State of Illinois and Illinois Department of Innovation & Technology technology and security Policies, Procedures, and Standards. https://www2.illinois.gov/sites/doit/support/policies/Pages/default.aspx.

5.10.9.3 Vendor must also adhere to a minimum security baseline as identified in the National Institute of Standards and Technology (NIST) Special Publication 800-53, Revision 4, Security and Privacy Controls for Federal Systems and Organizations. http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf. If not specifically addressed in other Vendor Information Technology Requirements, Vendors must assure the adoption of, at minimum, the low security control baselines. Exceptions to this requirement must be approved by the Illinois Department of Innovation & Technology, Division of Information Security.

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

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

5.10.9.5.1 Illinois Identity Protection Act (5 ILCS 179)

5.10.9.5.2 Illinois Personal Information Protection Act (815 ILCS 530)

5.10.9.5.3 The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99)

5.10.9.5.4 Federal Bureau of Investigations Criminal Justice Information Services (CJIS) Security Policy, version 5.5, issued June 26, 2016

5.10.9.5.5 Federal Centers for Medicare & Medicaid Services (CMS) MARS-E Document Suite, Version 2.0 Catalog of Minimum Acceptable Risk Security and Privacy Controls for Exchanges November 10, 2015.

5.10.9.5.6 Federal Centers for Medicare & Medicaid Services Information Security Acceptable Risk Safeguards (ARS) CMS Minimum Security Requirements Version 2.0 September 20, 2013.

5.10.9.5.7 Federal Internal Revenue Service (IRS) Publication 1075 Tax Information Security Guidelines for Federal, State and Local Agencies September 2016.

5.10.9.5.8 Federal Information Security Modernization Act of 2014 Amends the Federal Information Security Management Act of 2002 (FISMA).

5.10.9.5.9 Gramm-Leach-Bliley Act (GLB Act or GLBA), also known as the Financial Modernization Act of 1999.

5.10.9.5.10 Health Insurance Portability and Accountability Act (P.L. 104-191), August 1996.

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

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

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

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

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

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

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

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

5.10.12 INSURANCE: Contractor shall, at all times during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days' notice has been provided to the State. Contractor shall provide: (a) General Commercial Liability occurrence form in amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and $2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of $1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Contractor's obligation to indemnify, defend, or settle any claims.

5.10.13 INDEPENDENT CONTRACTOR: Contractor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.

5.10.14 SOLICITATION AND EMPLOYMENT: Contractor shall not employ any person employed by the State during the term of this Participating Addendum to perform any work under this Participating Addendum. Contractor shall give notice immediately to the Agency's director if Contractor solicits or intends to solicit State employees to perform any work under this Participating Addendum.

5.10.15 COMPLIANCE WITH THE LAW: The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this Participating Addendum. Contractor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Contractor shall obtain at its own expense, all licenses and permissions necessary for the performance of this Participating Addendum.

5.10.16 BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Contractor's and subcontractor's officers, employees or agents who perform on-site services. Contractor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.

5.10.17 APPLICABLE LAW: This Participating Addendum shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The

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

5.10.18 ANTI-TRUST ASSIGNMENT: If Contractor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the Participating Addendum, then upon request of the Illinois Attorney General, Contractor shall assign to the State rights, title and interest in and to the claim or cause of action.

5.10.19 CONTRACTUAL AUTHORITY: When the Chief Procurement Officer signs a Participating Addendum on behalf of the State of Illinois, governmental units or and qualified not-for-profit agency, only the Agency, governmental unit or qualified not-for-profit agency or qualified not-for-profit agency that places an order with the Contractor shall have any liability to Contractor for that order.

5.10.20 NOTICES: Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the Participating Addendum using the Participating Addendum information following the signatures in the Participating Addendum or Purchase Order. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

5.10.21 MODIFICATIONS AND SURVIVAL: Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Participating Addendum officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Contractor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

5.10.22 PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Contractor shall meet to discuss performance or provide Participating Addendum performance updates to help ensure proper performance of the Participating Addendum. The State may consider Contractor's performance under this Participating Addendum and compliance with law and rule to determine whether to continue the Participating Addendum, suspend Contractor from doing future business with the State for a specified period of time, or to determine whether Contractor can be considered responsible on specific future contract opportunities.

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

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

5.10.25 WARRANTIES FOR SUPPLIES AND SERVICES:

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

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

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

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

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

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

6. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

7. Software Licensing: Software subscription terms and software license terms and conditions shall be mutually agreed upon in writing by Contractor and the Chief Procurement Officer prior to use by executive branch governmental units.

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

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

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

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

Carahsoft Premier Support Agreement On Behalf of US Cloud

(Microsoft Support Services)

Presented to:

DuPage County

Quote No:

42170105

Date:

12/6/23

Presented by:

Tyler Schwartz
Account Representative
tyler.schwartz@carahsoft.com

Toll Free: 571-662-3103

SUPPORT SERVICES SUBSCRIPTION TERMS

These Support Services Subscription Terms ('Agreement") set forth the terms and conditions pursuant to which US Cloud LC ('US Cloud" or 'Supplier") provides certain Services described below to the entity or person placing an order for Services ('Customer"). The 'Effective Date" of this Agreement is the date US Cloud accepts an order and continues until terminated.

IF YOU ARE AGREEING TO THESE TERMS ON BEHALF OF YOUR EMPLOYER OR ANOTHER LEGAL ENTITY, THEN YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY AS THE CUSTOMER.

1. SCOPE OF SERVICES. US Cloud offers support services ('Services") to assist Customers with their use of various Microsoft, and other third party vendor, software and services ('Supported Products"). The Services are provided on a subscription basis for the specified Service Period (as such term is defined in Schedule A).

1.1 Service Type. The Service is offered with one set of features and optional add-ons.

1.1.1 Premier Support Feature Set.

a. Service Hours: 24 Hours Per Day, 7 Days Per Week
b. Response Time: Initial Response Time (IRT) SLA
c. Escalation: Ticket Escalation SLA
d. Service Delivery: Screened US Citizens
e. Communication Options: Web Ticketing System, Email, Phone
f. Reactive / Proactive Support: Yes / Yes
g. Supported Products Include: All Microsoft technologies

1.2 Ticket Severity Level.

- **Severity One (1)** – *Catastrophic* business impact. Complete loss of one or more primary systems or services and core business processes / business-critical work cannot reasonably continue. Needs immediate attention.
- **Severity Two (2)** – *Critical* business impact. Significant loss or degradation of services with business-critical work severely affected, but not completely halted. Needs accelerated attention.
- **Severity Three (3)** – *Moderate* business impact. Moderate degradation or loss of services, but work can continue in a sub-optimal manner. Needs to be prioritized above Severity 4 issues.
- **Severity Four (4)** – *Minimum* business impact. Substantially functioning with minor or no impediments of services.

1.3 Initial Response Time (IRT) - Service Level Agreement (SLA). If initial response time for any ticket in a given month is over 15 minutes, the client will receive a support credit based on the number of support hours consumed in the affected month.

1.3.1 IRT SLA Example. 20 tickets submitted in April consumed 100 total hours, with 2 tickets having IRTs over 15 minutes, would result in a IRT success rate of 90% yielding a 4-hour support credit.

1.3.2 Initial Response Time (IRT) Service Credits.

Monthly IRT Success	Support Credit
≤ 95 %	2 %
≤ 90 %	4 %
≤ 80 %	10%

1.4 Response Time.

- **Severity One (1)** – Guarantees a Premier Support Engineer will begin working your severity one (1) support ticket within *thirty (30) minutes* of initial response, twenty-four (24) hours per day, three hundred sixty-five (365) days per year. Severity one (1) tickets will be worked continuously until resolved.
- **Severity Two (2)** – If ticket is a severity two (2), it gets automatic priority routing to a US Cloud Premier Support Engineer for confirmation of severity assessment and immediate action. Clients will have a US Cloud Support Premier Engineer engaged within thirty (30) minutes of initial response, twenty-four (24) hours per day, three hundred sixty-five (365) days per year.
- **Severity Three & Four (3/4)** – If a ticket is a severity three (3) or four (4), clients will have a US Cloud Support Premier Engineer engaged within twenty-four (24) hours (local client time) Monday thru Friday excluding US holidays and non-business hours. Severity 3/4 tickets received in off-hours will be worked within 24 hours of 8 AM (local client time) the following business day.

1.5 Escalation.

- **Severity One & Two (1/2)** – Severity one (1) and two (2) tickets are worked by US Cloud Premier Support Engineer. *If bug or tenant issue, US Cloud escalates to Elite MSP Partner and they escalate to Microsoft as needed*. All other unresolved severity one (1) and two (2) tickets escalate via seniority levels at US Cloud. If still unresolved, severity one (1) and two (2) tickets are escalated to US Cloud Elite MSP Partner and they escalate to Microsoft as needed.
- **Severity Three & Four (3/4)** – Severity three (3) and four (4) tickets are worked by US Cloud Premier Support Engineer. If bug or tenant issue, Customer escalates to Microsoft with US Cloud assistance. All other unresolved severity three (3) and four (4) tickets escalate via seniority levels at US Cloud. If still unresolved, severity three (3) and four (4) tickets are escalated to US Cloud Elite MSP Partner and they escalate to Microsoft as needed.

1.6 Ticket Escalation Service Level Agreement (SLA). If ticket escalation time for any ticket in a given month is over the allotted threshold by severity, Customer will receive a support credit based on the number of support hours consumed in the affected month.

1.6.1 Ticket Escalation Time Allotment by Severity.

- **Severity One (1)** - Twenty-four (24) hours for US Cloud to resolve, then escalation to Microsoft is initiated.
- **Severity Two (2)** - Forty-eight (48) hours for US Cloud to resolve, then escalation to Microsoft is initiated.
- **Severity Three & Four (3/4)** - Twenty-eight (28) days for US Cloud to resolve, then escalation to Microsoft is initiated.

1.6.2 Ticket Escalation Service Credits.

Monthly Escalation Success	Support Credit
≤ 95 %	2 %
≤ 90 %	4 %
≤ 80 %	10%

1.7 Ordering Services. Customer may purchase Services for Supported Products by issuing an order to US Cloud by (i) sending an email to their sales representative listed on the front page of this agreement or (ii) contacting any US Cloud representative and completing an order via phone at 1-800-200-8440. An order confirmation email will be sent to Customer signifying acceptance of the order by US Cloud.

2. FEES AND PAYMENTS.

2.1 Service Fees. Customer agrees to pay all fees due for any accepted order, and for each Service Period thereafter, until this Agreement is terminated in accordance with Section 3 below.

2.2 Payment against Invoice. If paying by invoice, US Cloud will invoice Customer no more than thirty (30) days before the beginning of each Service Period, and other times during the subscription when fees are payable. All amounts invoiced are due and payable within thirty (30) days from the date of the invoice, unless otherwise agreed to in writing. Customers submitting Purchase Orders (PO) must be received within three (3) business days of Agreement execution or invoice date, otherwise invoice is deemed accepted by Customer. Service will be suspended if full payment is not received by tenth (10th) day after due date.

2.3 Payment Information. Customer agrees to keep its contact information, billing information and credit card information (where applicable) up to date. All payment obligations are non-cancellable. All fees are due and payable in advance of each Service Period.

2.4 Sales Tax. Customer agrees to pay any taxes applicable to Customer's purchase of Services.

3. TERM AND TERMINATION.

3.1 Term. US Cloud will provide Services for an initial term of one (1) year or until the hours purchased are consumed.

3.2 Termination. Either party may terminate this agreement *with cause,* due to a material breach. If breaching party is unable to remedy the breaching issue within sixty (60) days of notification, the non-breaching party may terminate the agreement. Tickets escalated to Microsoft are excluded. Customer shall be responsible for payment of consumed support hours, up through the date of termination, and US Cloud shall refund to Customer the portion of the prepaid support hours applicable to the period following such date. The provisions concerning confidentiality, all limitations of liability, disclaimers and restrictions of warranty, and any terms which, by their nature, are intended to survive termination or expiration of this Agreement will survive any termination or expiration of this Agreement and any order.

3.2.1 Termination Notice. Customer's written notice of cancellation, intent not to renew, or termination of Agreement must be sent by: letter via certified mail to the following address: US Cloud LC, 12855 Flushing Meadows Drive, Saint Louis, Missouri, 63131 USA, Attn: Support Services Termination. Or by email to the following address: contracts@uscloud.com.

3.3 Suspension of Services. Customer will receive a low hours alert at ten percent (10%) remaining of the total hours purchased. US Cloud support services will be suspended at zero (0) hours remaining of the total hours purchased. US Cloud support services will resume once payment is received from Customer. Customer hour balances are available 24/7 via the Customer portal.

4. DELIVERY OF SERVICES. Services under this Agreement shall be delivered by US Cloud remotely unless otherwise agreed to in writing by both parties. US Cloud guarantees the capacity to deliver Services under this Agreement up to and including 1.5 times (1.5x) the number of hours purchased for the then-current Service Period. Additional hours purchased during the service period beyond 1.5x will be: $289 per hour for Premier Support and $329 per hour for Designated Support Engineers. Any time spent for consulting, research, investigation, discovery, meetings, phone calls, testing, and any other activities performed for Services under this Agreement will be logged as billable time and in minimum six (6) minute increments.

4.1 Workforce. Each Party acknowledges and agrees that certain of the Services to be provided under this Agreement may be provided to Customer by partners and subcontractors of US Cloud. To the extent so provided, Provider shall use commercially reasonable efforts to cause such partners and subcontractors to provide such Services in accordance with the provisions of this Services Agreement.

4.1.1 Domestic US Staff. All staff screened and authorized to work in the USA

4.1.2 Background Check. All staff screened for: Federal Check, County Criminal Court Search, Domestic Watch List Search, Social Security Number Trace, Nationwide Criminal Databases Search, Sex Offender Registry Search, Motor Vehicle Record, 7-Year Employment Verification, Sanctions & Enforcement.

4.1.3 Drug Screen. All staff screened for: 9 Panel; Amphetamine, Barbiturates, Benzodiazepines, Cannabinoids, Methadone, Phencyclidine, Cocaine, Opiates, and Propoxyphene.

5. DIVERSITY SUPPLIER. US Cloud strives to partner with Customers who invest in supplier diversity to drive inclusion and economic growth in our communities. US Cloud is a qualified business enterprise certified by the following national authorities:

5.1 Women Business Enterprise (WBE). A for-profit enterprise, regardless of size that is at least 51 percent owned by one of more women or in the case of publicly owned businesses, at least 51 percent of the stock of which is owned by one or more women. The owner must be involved in the day-to-day activities.

5.2 Small Business Administration Women Owned Small Business (SBA WOSB). A firm, including its affiliates, which is independently women owned and operated, is not dominant in its field of operation and qualifies as a small business under the criteria and size standards. Federal contracting officers are authorized to restrict competition under 13 CFR 127.500.

6. SUBSCRIPTION MODIFICATIONS. Customer may purchase additional hours (up to .5x their contracted total number of hours) at the contracted rate during the subscription period. US Cloud reserves the right to delay an increase in hours in order to ensure resource availability and service quality. Customer may purchase fewer support hours at renewal of their subscription period. An increase or decrease in hours is subject to a change in Customer's renewing subscription fee which will be determined by US Cloud and presented to Customer. If, upon receiving notice from US Cloud of a change in fees as a result of an increase or decrease in hours, Customer may opt out of the change within ten (10) business days and remain on the then-current hour allotment and fee structure.

7. INDEPENDENT CONTRACTORS. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

8. NON-SOLICITATION. Customer agrees that it will not solicit or otherwise hire or retain in any capacity the services of any employee of US Cloud, having performed Services under this Agreement, for a period of 18 months following termination of this Agreement. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation.

9. WARRANTY AND LIMITED LIABILITY. US Cloud warrants and represents that the Services provided hereunder shall be delivered in a reasonable and workmanlike manner and in keeping with the standard practices and protocols recognized in the industry. US Cloud excludes and disclaims all other warranties whatsoever, whether express, implied or statutory, including any warranty of non-infringement, merchantability or fitness for particular purpose. Notwithstanding any other provision of this Agreement, neither party shall be liable to the other whatsoever for any special, consequential, indirect, exemplary or punitive damages, including any damages on account of lost profits, lost data, loss of use of data, or lost opportunity, whether or not placed on notice of any such alleged damages and regardless of the form of action in which such damages may be sought. US Cloud total cumulative liability, if any, to Customer or any third party, for any and all damages arising or in connection with this Agreement, including, without limitation, those from any negligence, any act or omission by US Cloud or its representatives, shall not exceed the amount actually paid by Customer to US Cloud during the

prior twelve (12) months under this Agreement.

10. INDEMNIFICATION. To the fullest extent permitted by law, each party shall indemnify and hold harmless the other party and all of their agents and employees from and against any and all claims, damages, loss, liability, personal injury, property damages and fines and expenses, including but not limited to reasonable attorney's fees, arising out of or in connection with the performance of work under this Agreement, including but not limited to any negligent or willful act or omission, arising out of the performance of work under this Agreement.

11. CONFIDENTIAL INFORMATION. Each party (as 'Receiving Party") agrees that all code, inventions, know-how, business, technical, rates and financial information that it obtains from the disclosing party ('Disclosing Party") constitute the confidential property of the Disclosing Party ('Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Except as expressly authorized herein, the Receiving Party will (i) hold in confidence and not disclose any Confidential Information to third parties; and (ii) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Agreement.

The Receiving Party may disclose Confidential Information to its employees, agents, contractors, and other representatives having a legitimate need to know, provided that: (i) such representatives are bound to confidentiality obligations no less protective of the Disclosing Party than this Section 11; and (ii) the Receiving Party remains responsible for compliance by any such representative with the terms of this Section 11. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (1) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (2) is or has become public knowledge through no fault of the Receiving Party; (3) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (4) is independently developed by employees of the Receiving Party who had no access to such information.

The Receiving Party may make disclosures to the extent required by law or court order, provided the Receiving Party notifies the Disclosing Party in advance and cooperates in any effort to obtain confidential treatment. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore, that upon any such disclosure by the Receiving Party, the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

12. SEVERABILITY. Each provision herein shall be separate and independent from all other provisions, and a breach of any single provision shall in no way prevent the performance of all other valid provisions. In addition, a breach of one provision does not otherwise discharge, terminate or relieve the parties from the performance of all other remaining provisions.

13. ACCESS TO SENSITIVE DATA. Customer agrees that US Cloud will not have access to any sensitive data including: Personally Identifiable Information (PII), Patient Health Information (PHI), General Data Protection Regulation (GDPR) information, Payment Card Industry Information (PCI), Student Loan Application Information, Social Security Numbers, and/or other forms of highly sensitive data. If US Cloud is exposed to this type of data, US Cloud will not be subject to any liability associated with having access to these types of data or breaches of this type of data.

14. TICKET PORTAL SECURITY. US Cloud agrees to perform an annual penetration test by a certified third-party cyber security firm on the ticket system web portal located at https://account.uscloud.com.

15. INSURANCE. US Cloud shall obtain and maintain at its expense, throughout the term of this Agreement, the following insurance: Workers Compensation, with Employers Liability of $1,000,000. General Liability Insurance, with coverage including premises/operations, contractual, personal injury, and products/completed operations liabilities, with limits of not less than $1,000,000 per occurrence/$1,000,000 aggregate. Fidelity Crime, with limits of $1,000,000. Professional Tech Errors & Omissions, Cyber Insurance with minimum limits of $5,000,000 each occurrence/$5,000,000

aggregate. Umbrella/Excess Liability Insurance with minimum limits of $5,000,000 each occurrence/5,000,000 aggregate. Auto Liability, with limit of $1,000,000 each occurrence/$1,000,000 aggregate.

16. AMENDMENTS. US Cloud may amend these terms and conditions at any time by reasonable notice, including without limitation by posting revised terms in Customer web portal and via email, which amended terms and conditions shall be binding upon you.

17. GOVERNING LAW. The laws of the State of Missouri shall govern this Agreement. Any litigation arising from this Agreement shall be presented and tried in the courts of Saint Louis County, MO.

18. ENTIRE AGREEMENT. This Agreement and the attachments and exhibits hereto represent the entire Agreement between the parties and supersede any prior understandings or Agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties.

SCHEDULE A – SUPPORT SUBSCRIPTION. The most recent client authorized SCHEDULE A quote supersedes any previous SCHEDULE A quote. 'Service Period" shall mean each yearly period in which Services are provided under this Agreement.

Authorized representatives of Carahsoft and Customer have read this Agreement, including Schedules attached hereto and documents referred to or incorporated herin, and agree and accept such terms and conditions as of the Effective Date.

Carahsoft Technology Corp.

By:		By:	
Name:	Tyler Schwartz	Name:	
Title:	Account Representative	Title:	
Date:		Date:	

Address for Notices		**Address for Notices**	
Company:	Carahsoft	Company:	
Address:	11493 SUNSET HILLS ROAD	Address:	
	Reston, VA 20190		
Attention:		Attention:	
Phone:	(571) 662-3103	Phone:	
Facsimile No:	(703) 871-8505	Facsimile No:	

Required Vendor Ethics Disclosure Statement

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

Date: Dec 14, 2023

Bid/Contract/PO #: _____

Company Name: US Cloud LC	Company Contact: Ed Vandeven
Contact Phone: 314-412-2244	Contact Email: ed.vandeven@uscloud.com

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

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

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

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

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

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

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

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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature Signature on File

Printed Name Ed Vandeven

Title CFO

Date Dec 14, 2023

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

Technology Requisition under $30,000

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

File #: 24-0359 **Agenda Date:** 1/16/2024 **Agenda #:** 7.B.

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 24-0252	RFP, BID, QUOTE OR RENEWAL #: Inv. #70100894	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $17,440.00
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 01/16/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $17,440.00
	CURRENT TERM TOTAL COST: $17,440.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: SAS Institute, Inc.	VENDOR #: 10195	DEPT: Information Technology	DEPT CONTACT NAME: Shanita Thompson
VENDOR CONTACT: Contract Service Center	VENDOR CONTACT PHONE: 919-677-8000	DEPT CONTACT PHONE #: 630.407.5000	DEPT CONTACT EMAIL: Shanita.Thompson@dupagecounty.gov
VENDOR CONTACT EMAIL: contracts@sas.com	VENDOR WEBSITE: www.sas.om	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 and license agreement 01937 for 70002907/OS Base SAS for a one-year period. SAS software suite is used to manage and retrieve data from a variety of sources / applications for statistical analysis and system tuning on the z System platform - Sole Source Procurement

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished

The current purchase order 6257-0001 SERV expires on 01/30/2024 and this new purchase order replaces it.

SECTION 2: DECISION MEMO REQUIREMENTS

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

SOLE SOURCE PER DUPAGE ORDINANCE, SECTION 2-350 (MUST FILL OUT SECTION 4)

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

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

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

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: SAS Institute, Inc.	Vendor#: 10195	Dept: Information Technology	Division:
Attn: Contract 5ervice Center	Email: contracts@sas.com	Attn: Sarah Godzicki	Email: Sarah.Godzicki@dupagecounty.gov
Address: SAS Campus Drive	City: Cary	Address: 421 N. County Farm Road	City: Wheaton
State: NC	Zip: 27513	State: IL	Zip: 60187
Phone: 800-727-0025	Fax: 919-677-4444	Phone: 630-407-5037	Fax: 630-407-5001
Send Payments To:		*Ship to:*	
Vendor: SAS Institute, Inc.	Vendor#: 10195	Dept: Information Technology	Division: IT Operations
Attn:	Email:	Attn: Shanita Thompson	Email: Shanita.Thompson@dupagecounty.gov
Address: P.O. Box 406922	City: Atlanta	Address: 421 N. County Farm Road	City: Wheaton
State: GA	Zip: 30384-6922	State: IL	Zip: 60187
Phone: 8OO-727-0025	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): Jan 31, 2024	Contract End Date (PO25): Jan 30, 2025
Contract Administrator (PO25): Shanita Thompson			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Software maintenance and license for OS Base 4380/5AS per License Agreement 01937 os2929-AO1 03cF37	FY24	1000	1110	53807		17,440.00	17,440.00
FY is required, assure the correct FY is selected.										Requisition Total	$ 17,440.00

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 Shanita Thompson & Sarah Godzicki and copy both when emailing PO to vendor. NOTE: Please make First Invoice Allowed Date 12/18/2023.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

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

PROCUREMENT COPY

SAS Institute Inc.
SAS Campus Drive
Cary, NC 27513 USA
Federal ID No: 561133017
sas.com

Invoice 70100894

License Agreement 01937

Invoice To
Sarah Godzicki
Dupage County IL
421 N County Farm Rd
Wheaton, IL 60187
United States

Invoice Date	18-Dec-2023
Payment Terms	Net 30 Days
Customer No	9422
Purchase Order No	
Total in USD	**17,440.00**
	Due 17-Jan-2024

Remittance Instructions

For immediate payment application, you are required to include **Invoice 70100894** and **Customer No 9422** on your remittance. For inquiries, please email accounts.receivable@sas.com or call (919) 531-9400.

Transfer payment

Bank	Bank of America
Name	SAS Institute Inc.
Account #	000041138108
ACH #	053-000-196
WIRE #	026-009-593
SWIFT #	BOFAUS3N
Remittance	paymentdetail@sas.com

Credit card payments

https://www.sas.com/paysas

Mail payment

SAS Institute Inc.
PO Box 406922
Atlanta, GA 30384-6922

Description	Amount
ID 4380	
31-Jan-2024 to 30-Jan-2025	
70002907/Base SAS	17,440.00
6 Max MSUs	
Tax for Wheaton, IL, Du Page County, 60187 - 0.000%	0.00
Tax Exemption #STAE9997455101	

Line Total	17,440.00
Tax Total	0.00
Total in USD	17,440.00

Additional Notes
Primary Customer Contact: Dupage County IL, Email Jrapsey@dupageco.org
MSU Based Pricing - see license for further details

SAS and all other SAS Institute Inc. product or service names are registered trademarks or trademarks of SAS Institute Inc. in the USA and other countries. ® indicates USA registration. Other brand and product names are trademarks of their respective companies.

SAS and all other SAS Institute Inc. product or service names are registered trademarks or trademarks of SAS Institute Inc. in the USA and other countries. ® indicates USA registration. Other brand and product names are trademarks of their respective companies.

December 11, 2023

Shanita Thompson
IT Operations Manager
DuPage County Information Technology
421 N. County Farm Road
Wheaton, IL 60187

Dear Ms. Thompson:

RE: Contract Number 01937

Pursuant to your request, this letter will confirm that SAS Institute Inc. ("SAS") is the sole manufacturer, publisher, and sole source of SAS® software (the "Software") in the United States, except for eligible government entities and education institutions in the United States as described below:

Executive Information Systems, LLC ("EIS") is the sole authorized reseller for on-premise SAS Version 9 Software ("SAS 9 Software") and SAS Viya 3.x Software, excluding JMP Software, for new licening, renewals, and maintenance.

EIS and Carahsoft Technology Corporation ("Carahsoft") are the authorized resellers for non-SAS hosted SAS Viya 4 Software.

Under certain circumstances and upon SAS' prior approval, EIS and Carahsoft may allow certain third parties to resell Software to eligible government entities and education institutions.

Sincerely,
Signature on File

Dave Gray
Director, Sales Operations
US Government Sales

SAS Universal Terms

中文 Français Deutsch Italiano 日本語 한국어 Español Polski Türkçe Português

These Universal Terms apply to all Offerings. To order an Offering, Customer will enter into an Order Form with SAS that incorporates these Universal Terms and other Offering-specific addenda. Definitions

1. Permitted Use

1.1 **Usage Rights.** This section describes the standard usage or access rights for Offerings. The Order Form may contain additional or different usage or access rights.

1.1.1 For any SAS Cloud Offering, Customer may access the System during the Term.

1.1.2 For any Software Offering installed outside of a System, SAS grants Customer a license to use the Software during the Term.

1.1.3 If the Offering includes Work Product, SAS grants Customer a royalty-free license to use the Work Product. If the Work Product relates to Software or a System, Customer will use the Work Product only in connection with the applicable Software or System and during the Term of the Agreement for the Software or System.

1.2 **Benefit.** Customer will use the Offering solely for the benefit of its operations in the Territory. If the Territory is global or includes more than one country, then Customer's Related Entities may also benefit from use of or access to the Offering.

1.3 **Restrictions**.

1.3.1 All license grants and usage rights are nonexclusive, nonassignable and nontransferable.

1.3.2 Customer will not use any Offering or Documentation to: (a) bring an intellectual property infringement claim against SAS; or (b) create or assist a third party in creating an offering that competes with SAS.

1.3.3 Customer may use any Documentation only to support Customer's use of the related Software.

1.3.4 Customer will not use any Offering in a time-sharing or service provider arrangement.

1.4 **Users**. This Permitted Use section extends to Users.

2. Agreement Term

2.1 **Effective Date; Term**. The Agreement is effective upon the last date of signature or acceptance of the Order Form and will remain in effect for the Term.

2.2 **Termination.** If a party breaches the Agreement, the other party may terminate the Agreement if the breach has not been cured after thirty (30) days' written notice. SAS may terminate the Agreement immediately if Customer violates SAS' intellectual property rights. Customer may terminate the Agreement as set forth in www.sas.com/termination. Obligations in the Agreement that by their nature are continuing survive expiration or termination. In addition, the terms of the Agreement will continue to apply if SAS continues to provide an Offering to Customer while the parties are in good faith negotiations to renew the Offering. SAS' provision of the Offering during any such negotiation is not fee waived.

If the Agreement terminates or expires, Customer will stop using the Offering and delete any media, Product Authorization Codes, or Documentation provided by SAS.

3. Fees

3.1 **Fees.** Fees are listed in the Order Form.

3.2 **Payment.** Payments are due net thirty (30) days. Refunds are not available unless specifically stated in the Agreement. SAS may designate an affiliate or a third party to invoice and/or collect payment on its behalf.

3.3 **Upgrades.** Customer must contact SAS to change any factor impacting the Pricing Metric or applicable usage or access rights. These changes may result in additional Fees calculated and invoiced based on the date of the change.

3.4 **Taxes.** Customer is responsible for any applicable taxes, except for taxes based on SAS' income. Unless otherwise stated in the Order Form, Fees do not include taxes. Customer may provide a tax exemption certificate to SAS. SAS will use reasonable efforts to include applicable taxes on SAS' invoice. Customer will self-assess and pay any VAT, GST or sales tax applicable to Customer's use of the Offering outside of the US and not included on SAS' invoice.

3.5 **Third Party Payments**. Customer may designate a third party to receive invoices and make payments on Customer's behalf. Customer will be responsible for any related charges assessed by the third party. Payment of all Fees remains Customer's ultimate responsibility.

4. Technical Support

4.1 **General.** Technical support for the Software or System is included during the Term as documented in SAS' technical support policies at

https://support.sas.com/en/technical-support/services-policies.html, which may be updated from time to time. Customer may obtain additional support services from SAS by executing an Order Form and paying additional Fees to SAS.

Technical support also includes access to all new releases, updates, bug-fixes, security patches and other corrective code that SAS makes generally available. Customer agrees to use reasonable efforts to install such content for Software not hosted by SAS. If Customer chooses not to install the current release of the Software or instructs SAS not to install the current release of the Software in a System, the level of technical support will diminish over time. During ongoing development, SAS may rename Offerings or add, change or delete individual components or functionality in new releases of the Software or System.

4.2 **Customer Contacts and Notification**. Customer must establish knowledgeable technical contacts who are qualified to provide SAS with information necessary for SAS to diagnose and remedy any problems. When requesting technical support, Customer will notify SAS of any modifications to the Software or System not made by SAS. Failure to comply with these terms may result in longer response and resolution times.

5. Intellectual Property

The Agreement does not transfer any ownership rights. SAS and its licensors retain title to the Offering, any Documentation, source code, and any techniques, skills, concepts or know-how SAS utilizes or develops while performing the Agreement. Customer retains ownership to Customer Materials and any data Customer derives from using an Offering. The Software source code is a SAS trade secret. Customer and Users will not access source code or attempt to reverse engineer, reverse assemble or decompile the Software or System. Customer and Users will not remove any copyright or proprietary rights notice from any Offering. The Agreement does not limit any rights Customer may have under any open-source license covering any open-source component included in the Offering.

Use of any online training provided with an Offering but not separately listed on the Order Form is governed by the terms of the Agreement.

6. Customer Materials

6.1 **Usage Rights.** Customer grants SAS a nonexclusive, nonassignable, nontransferable and royalty-free license to use the Customer Materials solely to perform the Agreement.

6.2 **Data Classification Forms.** Before providing any Customer Materials to SAS, Customer will complete any data classification forms that SAS requests. Customer will only transmit Customer Materials to SAS using SAS-approved methods.

6.3 **Format and Protection.** Customer's failure to provide any required Customer Materials in a mutually agreed upon format and timeframe, and in a usable condition, may delay SAS' performance of the Agreement. The parties will manage any resulting schedule changes through a change control process, and additional Fees may apply.

Customer is responsible for: (a) the integrity of the Customer Materials; (b) backing up the Customer Materials, and (c) mitigating the risks inherent in storing or transmitting the Customer Materials via the System, including the risk of data loss.

6.4 **Exclusions.** SAS' warranties, indemnities and technical support set forth in the Agreement do not apply to Customer Materials.

6.5 **Customer Materials Used in a System.**

6.5.1 Customer must obtain SAS' prior written approval before using Customer Materials owned by a third-party data provider in the System. If any third-party data provider requires that SAS sign a separate data use agreement in order to use such data to perform the Agreement, then Customer, SAS and the provider will sign a three-party agreement. Notwithstanding the terms of any such data use agreement, the data provided by the third party will be deemed Customer Materials, and the Customer warranties and indemnification applicable to Customer Materials in the Agreement will apply.

6.5.2 If SAS believes the Customer Materials violate applicable law or third-party rights, SAS may either: (a) require Customer to remove the Customer Materials from the System; or (b) disable the Customer Materials.

6.5.3 Customer is responsible for: (a) providing or arranging for the provision of all support, maintenance, and upgrades for Customer Materials, including up-to-date virus protections; and (b) coordinating the timing of such activities with SAS. Customer may direct the Customer Materials provider to contact SAS on Customer's behalf for technical support issues if the provider believes the issue is connected to the System.

6.5.4 SAS may disable or remove Customer Materials in the event of any emergency situation or any threat or perceived threat to the System related to the Customer Materials. SAS will not be responsible for any adverse performance impact to the System or Downtime attributable to Customer Materials or to any such disengagement. In addition, SAS is not responsible for any compromises to the confidentiality, integrity, or availability of the System

or Customer Materials that are attributable in whole or in part to Customer's use of Customer Materials.

7. Preproduction Offerings

7.1 **Preproduction Offerings.** During the Term, SAS may give Customer the opportunity to preview Preproduction Offerings at no cost to Customer so that Customer may provide feedback to SAS. No additional Order Form is required for Customer to preview a Preproduction Offering, regardless of whether the Preproduction Offering is a version of a production Offering that Customer has ordered via an Order Form or separate technology. Customer will not use Preproduction Offerings for production purposes.

7.2 **No Warranty. SAS PROVIDES PREPRODUCTION OFFERINGS "AS IS."** SAS' warranties and indemnification obligations set forth in the Agreement do not apply to Preproduction Offerings. SAS does not guarantee that any Preproduction Offering or functionality will be made generally available.

7.3 **Disclaimers. NEITHER CUSTOMER, SAS, NOR SAS' THIRD-PARTY LICENSORS ARE LIABLE FOR DIRECT, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR RELIANCE DAMAGES (ARISING IN TORT, CONTRACT OR OTHERWISE) RELATED TO THE PREPRODUCTION OFFERING, EVEN IF THEY HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SAS AND SAS' THIRD-PARTY LICENSORS ARE NOT LIABLE FOR ANY THIRD-PARTY CLAIMS AGAINST CUSTOMER RELATED TO A PREPRODUCTION OFFERING. THE PARTIES MAKE THESE EXCLUSIONS IN CONSIDERATION OF THE LICENSES GRANTED UNDER THE AGREEMENT.**

7.4 **Hosted Preproduction Offering**. If SAS makes the Preproduction Offering available via a hosted environment, Customer will comply with the terms of use that SAS specifies in writing.

8. SAS Warranties and Disclaimers

8.1 **Intellectual Property Warranty.** SAS warrants it has the right to license the Software or Work Product or provide the Offering to Customer. Customer's exclusive remedy for SAS' breach of this warranty is set forth in the *Indemnification by SAS* section.

8.2 **Virus Warranty; Conformance with Documentation Warranty.** SAS warrants that when delivered, each commercially available release of the Software will not contain a virus and will substantially conform to its Documentation. As Customer's exclusive remedy for breach of this warranty, SAS, at its option, will: (a) repair the Software; (b) replace the Software; or (c) terminate the applicable Order Form and refund the Fees paid for the Software during the then-current annual period or any prepaid Fees under the Order Form.

8.3 **Skilled Personnel Warranty**. SAS warrants that the Consulting Services will be performed by skilled personnel. As Customer's exclusive remedy for breach of this warranty, SAS will refund the Fees paid for the Consulting Services at issue.

8.4 **WARRANTY DISCLAIMERS. SAS AND ITS THIRD-PARTY LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING AS A RESULT OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING. SAS MAKES NO WARRANTY THAT THE SOFTWARE OR THE SYSTEM WILL OPERATE ERROR-FREE OR WITHOUT INTERRUPTION OR THAT ANY DATA TRANSMISSIONS TO, FROM, OR THROUGH THE SYSTEM WILL BE COMPLETELY SECURE. SAS DOES NOT WARRANT OR REPRESENT THAT CUSTOMER'S USE OF THE OFFERING ALONE WILL RESULT IN CUSTOMER'S COMPLIANCE WITH ANY APPLICABLE LAW.**

9. Customer Warranties

9.1 **Intellectual Property Warranty.** Customer warrants that: (a) it has the right to provide the Customer Materials to SAS; and (b) Customer and Users will comply with any third-party usage rights and applicable laws related to the Customer Materials. The exclusive remedy for breach of these warranties is set forth in the *Indemnification by Customer* section.

9.2 **Compliance Warranty.** Customer warrants that the publication, transmission and receipt of all Customer Materials complies with all applicable laws including, without limitation, laws relating to trademarks, copyrights, defamation, consumer protection, personal privacy and false or deceptive trade practices.

10. Exclusions of Damages; Limitation of Liability

10.1 **Exclusion of Damages**. Neither Customer, SAS, nor SAS' third-party licensors are liable for special, incidental, indirect, consequential, punitive, or reliance damages (arising in contract, tort or otherwise) even if they have been informed of the possibility of such damages. Neither SAS nor SAS' third-party licensors are liable for any third-party claim against Customer. SAS' third-party licensors are not liable for any direct damages.

10.2 **Limitation of Liability. THE TOTAL AMOUNT CUSTOMER MAY RECOVER FROM**

SAS FOR ALL CLAIMS ARISING FROM OR RELATING TO THE AGREEMENT IS LIMITED IN THE AGGREGATE TO THE FEES CUSTOMER HAS PAID FOR THE OFFERING AT ISSUE DURING THE APPLICABLE ANNUAL PERIOD IN WHICH THE CLAIM AROSE.

10.3 **Applicability.** This section does not apply to the *Indemnification by SAS* section, the *Indemnification by Customer* section, or to either party's violation of the other's intellectual property rights. The limitations in this section will apply even if any of the remedies provided in the *SAS Warranties and Disclaimers* section fail of their essential purpose. Some jurisdictions do not allow limitations of liability or exclusions of certain types of damages so certain provisions of this section may not apply to Customer. However, the provisions apply to the greatest extent permitted by applicable law.

11. Indemnification by SAS

Provided Customer complies with the Agreement, SAS will defend and indemnify Customer for any third-party claim against Customer for: (a) any copyright, patent, trade secret or other intellectual property rights violation relating to the Software, Work Product, or any Software or Work Product included in a SAS Cloud Offering; or (b) bodily injury, death or damage to tangible property, arising solely from actions for which SAS is legally responsible. Tangible property does not include software or data. Customer will promptly notify SAS in writing of any such claim. Customer will allow SAS to control the litigation or settlement of any such claim and will cooperate with SAS in the investigation, defense and settlement. SAS will indemnify Customer by paying for the costs and attorneys' fees Customer incurs at SAS' direction and any judgment finally awarded against Customer or settlement approved by SAS. Customer may participate at Customer's own expense.

If any intellectual property claim is made or, in SAS' opinion, is likely to be made, SAS may: (i) modify the Software or Work Product; (ii) obtain rights for Customer to continue using the Software or Work Product; or (iii) terminate Customer's license to use the Software or Work Product and refund any Fees paid by Customer for the then-current annual period or for the Work Product at issue. Customer will abide by SAS' decision.

SAS' indemnification obligation does not apply to claims based on: (1) Customer's combination of the Software or Work Product with other software or materials; (2) Customer's modification to the Software or Work Product; (3) prior versions of the Software if Customer had not installed the latest version or updates to the Software prior to the date the claim arose as instructed by SAS; or (4) Customer's unique specifications for the Work Product.

12. Indemnification by Customer

Customer will indemnify SAS for any claim made against SAS arising from or relating to: (a) the Customer Materials; (b) Customer's violation of its obligations in the *Customer Warranties* and *Customer Responsibilities* sections of these Universal Terms; or (c) violations of the *Prohibited Activities* section included in an Addendum for any System. SAS will promptly notify Customer in writing of any such claim. SAS will allow Customer to control the litigation or settlement of any such claim and will cooperate with Customer in the investigation, defense and settlement. Customer will indemnify SAS by paying for the costs and attorneys' fees SAS incurs at Customer's direction and any judgment finally awarded against SAS or settlement approved by Customer. SAS may participate at SAS' own expense.

13. Confidential Information

Each party acknowledges that it may have access to certain Confidential Information. The recipient will use the discloser's Confidential Information only to perform its obligations under the Agreement. SAS may also use Customer's Confidential Information to provide Customer sample analysis for other SAS Offerings or Preproduction Offerings. Recipient will not disclose discloser's Confidential Information received in connection with the Agreement to any third parties without Discloser's prior written approval. This restriction does not apply to information that is: (a) generally available to the public; (b) released by discloser without restriction; (c) independently developed or acquired by recipient; (d) known to the recipient prior to receipt from discloser; or (e) revealed pursuant to court order or as required by applicable law, provided that recipient uses reasonable efforts to promptly notify discloser of such requirement prior to compliance in order to permit discloser to seek protection against disclosure. SAS may also: (a) report the terms of the Agreement to SAS' third-party licensors and partners solely as required by agreements between SAS and its third-party licensors and partners; and (b) list Customer as a SAS customer in SAS' annual report or other materials. Recipient's obligations of confidentiality for each item of discloser's Confidential Information will continue for five (5) years from the date of initial disclosure. However, confidentiality obligations for Personal Data or source code will not expire. For the purpose of this section, SAS' affiliates and subcontractors are not "third parties." Unless specifically authorized in the Order Form, neither party will disclose source code.

14. Data Protection and Personal Data

Customer will not disclose or transmit Personal Data to SAS unless: (a) specifically authorized under the Order Form; (b) authorized by an Addendum incorporated into the Order Form; or (c) required for technical support. In such event, the SAS Data Processing Addendum available at https://www.sas.com/dpa will apply to SAS' processing of Personal Data. If the Personal Data contains Protected Health Information as defined by and subject to the US Health Insurance Portability and Accountability Act, the Business Associate Addendum available at sas.com/baa is incorporated into the Agreement with respect to such disclosure.

To the extent applicable, SAS will also comply with the SAS Business Customer Privacy Policy available at https://www.sas.com/en_us/legal/privacy.html, which is subject to change at SAS' reasonable discretion. Changes will not result in a material reduction to the level of protection provided by SAS for any Personal Data during the Term.

15. Insurance

During the Term, SAS Institute Inc. will keep the following insurance policies in force:

(a) Workers Compensation – Statutory (in the amounts required by applicable law);

(b) Employer's Liability – USD $1,000,000 per occurrence; bodily injury by accident or disease, including death;

(c) Commercial General Liability – USD $1,000,000 combined limit per occurrence and USD $2,000,000 aggregate; bodily injury, personal injury and property damage, including blanket contractual liability; and

(d) Automobile Liability (if vehicles are brought on Customer's premises) – USD $1,000,000 combined limit per occurrence; bodily injury and property damage covering owned, non-owned and hired vehicles.

Evidence of coverage is available at: https://www.sas.com/en_us/legal/evidence-of-insurance.html.

16. Applicable Law

16.1 **Governing Law.** The laws of New York, excluding choice of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods, govern the Agreement.

16.2 **Arbitration.** All disputes arising out of or in connection with the Agreement, including any dispute as to the validity and enforceability of this arbitration clause, will be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("**Rules**") by three (3) arbitrators. Each party will appoint one (1) arbitrator and the third arbitrator will be appointed by the first two (2) arbitrators. The tribunal will not award any punitive or exemplary damages or any remedies greater than those allowed by the Agreement. Notwithstanding Article 38 of the Rules, each party will bear its own costs. The parties will share equally in the compensation and expenses of the arbitrators and the ICC administrative fees. The seat of the arbitration will be New York, New York, and the arbitration will be conducted in English. For clarification, the Governing Law section of this Agreement establishes the substantive law applicable to the Agreement. The terms in this Arbitration section will be interpreted and enforced in accordance with the U.S. Federal Arbitration Act as long as New York law or other U.S. state law governs the Agreement. This section does not prevent the parties from applying to a court of competent jurisdiction for temporary or preliminary injunctive relief, without breach or waiver of this section and without abridging the powers of the tribunal.

16.3 **Export and Import Restrictions.** US export laws and regulations apply to the Offering and any other SAS-provided technology ("**Controlled Material**"**).** The Controlled Material originates from the United States. Both parties agree to comply with these and other applicable export and import laws and regulations, except as prohibited or penalized by law ("**Trade Law**"). Customer warrants that Customer and its Users are not: (a) prohibited by Trade Law from accessing Controlled Material without US government approval; (b) located in or under control of any country or other territory subject to general export or trade embargo under Trade Law; or (c) engaged in any of the following end-uses: nuclear, chemical or biological weapons; nuclear facilities not under International Atomic Energy Agency safeguards; missiles or unmanned aerial vehicles capable of long-range use or weapons delivery, military training or assistance, military or intelligence end-use in Russia or in any country in Country Group D:5 of the United States Export Administration Regulations; deep water, Arctic offshore or shale oil or gas exploration involving Russia or Russian companies, or Russian energy export pipelines. Customer will not import or use any data within the System that is subject to the US International Traffic in Arms Regulations. United States export classification information for SAS software is available at http://support.sas.com/adminservices/export.html.

16.4 **Additional Terms**. If the Order Form is entered between Customer and a SAS affiliate located outside of the US, any applicable provisions of the Country-Specific Terms available at https://www.sas.com/country-specific-terms will apply. In the event of a conflict between the Country-Specific

Terms and these Universal Terms, the Country-Specific Terms apply.

17. General

17.1 **Subcontracting.** SAS may subcontract its performance under the Agreement. However, such subcontracting arrangement does not relieve SAS of its obligations to Customer under the Agreement.

17.2 **Customer Responsibilities.** Customer will: (a) verify the accuracy of its data input and output while using the Offering; (b) duplicate, document and protect all data and software Customer uses with the Offering; (c) for SAS Cloud Offerings, assume responsibility for any damages resulting from Customer's decision to continue running a prior version of the Software in the System that SAS has informed Customer is no longer eligible for SAS' standard technical support; (d) inform all Users of the relevant terms of the Agreement and be responsible for their adherence to such terms; (e) keep records of where any Software is installed and used; (f) keep records of the extent of usage of the Software or System relative to the applicable Pricing Metrics and usage rights and provide a copy of such records to SAS upon request; (g) designate a single delivery contact for Product Authorization Codes and installation media and a single billing contact for invoices; and (h) use the Offering consistent with the SAS Responsible Use Policy, available at www.sas.com/responsibleuse.

17.3 **Customer Feedback.** SAS may use any feedback related to any Offering or Preproduction Offering in any format and any ideas, concepts, know-how, formulas, designs, improvements, inventions, techniques or processes contained in that feedback, whether or not patentable.

17.4 **Severability.** If a court of competent jurisdiction finds any part of the Agreement unenforceable, that part is excluded, but the remainder remains in full force and effect.

17.5 **No Waiver.** Failure to require compliance with a part of the Agreement is not a waiver of that part. Nothing in the Agreement waives any remedy SAS may have under the Agreement at law, in equity, or otherwise.

17.6 **Non-Assignment.** Customer will not assign the Agreement or any of its rights or obligations without SAS' written permission, which will not be unreasonably withheld. If Customer attempts to assign the Agreement in violation of this subsection, that assignment is void and is a material breach of the Agreement. However, SAS may assign the Agreement to any affiliate or in connection with a merger, acquisition or asset sale by notice to Customer.

17.7 **Audit.** Upon thirty (30) business days' notice to Customer, SAS may conduct an audit during Customer's normal business hours to verify Customer's compliance with an Order Form. If the audit reveals that Customer owes additional fees, Customer will pay the amounts owed.

17.8 **Injunctive Relief.** Because monetary damages are inadequate to remedy a breach of SAS' or its third-party licensors' intellectual property rights, SAS may protect those intellectual property rights through temporary restraining orders or injunctions without posting bond.

17.9 **Force Majeure.** Except for Customer's obligations to pay the Fee, neither party will be liable to the other party for any failure or delay in performance caused by factors beyond its reasonable control including, but not limited to, restrictions of applicable law, epidemics or pandemics, labor disputes, acts of God, third-party mechanical or other equipment breakdowns, fire, explosions, fiber optic cable cuts, interruption or failure of telecommunication or digital transmission links, Internet failures or delays, cyber-attacks, storms or any other event that prevents performance.

17.10 **Independent Contractors.** SAS, its employees, and subcontractors are acting as independent contractors and not as employees or agents of Customer. Neither party has the authority to bind the other party.

17.11 **Third Party Rights; No Lease.** Unless specifically stated in the Order Form, the Agreement does not confer any rights upon any third parties. This Agreement does not lease any interest in real property to Customer.

17.12 **Non-Solicitation.** For twelve (12) months after the completion of the applicable Order Form, Customer will not solicit for hire any individual who provides Consulting Services. This section does not prevent Customer from hiring any individual who applies through a public job posting.

17.13 **Updates to Terms.** SAS may change the terms set forth in the URLs listed in the Order Form or incorporated into the Agreement from time to time. However, if the change results in a material degradation of the Customer's rights under the Agreement, SAS will provide Customer with written notice of the change by posting the notice on www.sas.com/contract-with-sas-archive.

17.14 **Languages**. The parties enter into the Agreement in English. However, Customer or SAS may enter into all or a portion of the Order Form in a non-English language. In that event, the Order Form will be binding as written but any addenda

incorporated into the Order Form will be binding in English. SAS may make the Agreement available in other languages for Customer's convenience. However, the English language version controls unless otherwise required by applicable law. SAS may invoice Customer in English.

17.15 **Complete Agreement.** If SAS provides an Order Form as a click agreement, the Agreement will be binding upon both parties upon Customer's acceptance. The Agreement is the parties' complete statement relating to its subject matter. SAS rejects any additional or conflicting terms on purchase orders or other purchasing documents. Except as set forth in the Updates to Terms section, the Agreement may not be modified by any side agreement or arrangement between SAS and Customer, written or oral, that purports to modify the Agreement and is not accepted in writing by an authorized representative of both parties.

Definitions

These defined terms are used in the Universal Terms, an Addendum and/or an Order Form. SAS may define additional terms in an Order Form or Addendum.

1. "**Addendum**" means any addendum incorporated into an Order Form.
2. **"Agreement**" means the collective set of terms identified in the Order Form. Invoices also form part of the Agreement.
3. **"Application Monitoring Software**" means software specified by SAS and required to collect data to verify the availability and performance of the Software.
4. "**Authorized Environment**" means the physical hardware, virtual machine, private cloud, public cloud account, or other environment where the Software is installed. If a pricing metric refers to "Authorized Hardware," that term will be interpreted to mean "Authorized Environment."
5. "**Committed Period**" means a period during which neither party may terminate an Order Form for convenience, except as set forth in the *Termination* section above.
6. "**Confidential Information**" means confidential information of the other party that is either marked as confidential or should be reasonably understood to be considered confidential due to its nature. Confidential Information includes source code, Customer Materials, Personal Data and the Product Authorization Code.
7. "**Connectivity Tool**" means individually assigned credentials which will enable access to Customer's computing system via Customer's VPN, Remote Desktop Protocol, or any other remote connection with multi-factor authentication and scoped access to data.
8. "**Consulting Services**" means SAS consulting services identified on an Order Form.
9. "**Customer**" means the customer entity identified on an Order Form.
10. "**Customer Budget**" means the amount of money Customer makes available for payment of Fees for the performance of Time and Materials Consulting Services. Applicable taxes and travel and living expenses are not included in Customer Budget.
11. "**Customer Materials**" means any materials that Customer provides to SAS or directs SAS to obtain.
12. "**Customer's Infrastructure**" means Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems) and networks, whether operated by Customer or a third party.
13. "**Deliverable**" means the tangible or intangible items identified in an Order Form that SAS agrees to deliver as part of Fixed Price Consulting Services.
14. "**Documentation**" means the official user documentation that SAS may make available for Software at https://support.sas.com/en/documentation.html.
15. "**Fee**" means the fee that Customer will pay to SAS under the Order Form.
16. "**Fixed Price**" means a pre-defined project model where SAS provides Consulting Services for a set Fee.
17. "**Issue Tracking System**" means the system that SAS provides to report, track and monitor issues associated with the Software and/or System.
18. "**License Period**" means the period during which Customer is authorized to use the Software.
19. "**Offering**" means the SAS offering listed on the Order Form, which may include Software, Consulting Services, a SAS Cloud offering, or any other offering made available by SAS.
20. "**Option Period**" means any annual period following the initial term where Customer may agree to renew the Order Form for a renewal Fee specified in the Order Form.
21. "**Order Form**" means the electronic or written ordering document entered into between SAS and Customer that specifies the Offering, Fee and other commercial terms.
22. "**Personal Data**" means information relating to an identified or identifiable natural person.

23. "**Pre-Installation Requirements Document**" means a document that SAS provides to Customer detailing activities, specifications and other requirements Customer must complete in preparation for installation of Software and provision of the System.

24. "**Preproduction Offering**" means an offering that is not generally available.

25. "**Prerequisite Software**" means any third party software required for use with the Software as defined at http://support.sas.com/resources/thirdpartysupport/index.html.

26. "**Pricing Metric**" means the metric used to determine the Fee.

27. "**Product Authorization Code**" means a code that enables the Software to operate for the applicable License Period.

28. "**Related Entity**" means a separate legal entity that is controlled by, is under common control with, or controls Customer. The term "control" means: (a) for commercial entities, ownership of more than fifty percent (50%) of the voting stock or assets of an entity; or (b) for non-profit or governmental entities, statutory or other documented legal authority over the general budget and contracting rights of an entity.

29. "**RMS**" means remote managed services Offering identified on the Order Form.

30. "**SAS**" means SAS Institute Inc. unless another SAS entity is defined in the Order Form.

31. "**SAS Cloud**" means Hosted Managed Services, Subscription Services, XaaS, or other hosted Offerings made available by SAS.

32. "**Sensitive Information**" means (a) credit or debit card numbers, personal identification numbers (PIN), passwords or other similar information used for payment or to access personal or financial information; (b) patient, medical or other protected health information; (c) genetic data, biometric data, or data about an individual's criminal history; (d) government-issued personal identification numbers (such as social security numbers, driver's license numbers, or passport numbers); (e) classified or technical data controlled by the US International Traffic in Arms Regulations; or (f) materials that require a United States export license, license exception or other United States government authorization.

33. "**Software**" means SAS software, including its embedded subcomponents, licensed to Customer under an Order Form or accessed by Customer in a System.

34. "**Subscription Period**" means the period during which Customer is authorized to use the SAS Cloud Offering.

35. "**Subscription Service**" means the subscription service Offering identified on the Order Form.

36. **"System"** means any hosted environment provided in connection with a SAS Cloud Offering.

37. **"Term"** means twelve (12) months, or another initial time period if specified in the Order Form, and any subsequent renewal period.

38. **"Territory"** means global, unless otherwise set forth in the Order Form.

39. "**Time and Materials**" means a consultative model where (a) SAS provides Consulting Services at hourly or daily rates; and (b) the only Deliverables are SAS' time and a limited license to any Work Product resulting from the Consulting Services.

40. "**Universal Terms**" means the terms that apply to all Offerings.

41. "**User**" means any individual authorized by Customer to access an Offering.

42. "**Work Product**" means computer code or other materials delivered by SAS in connection with Consulting Services.

Required Vendor Ethics Disclosure Statement

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

Date: Dec 11, 2023

Bid/Contract/PO #: SAS MLA 01937

Company Name: SAS Institute Inc.	Company Contact: James Crissey
Contact Phone: +1 919-531-0496	Contact Email: james.crissey@sas.com

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

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

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

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

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

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

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

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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature Signature on File

Printed Name Victoria Clayton

Title Director, Licensing Operations

Date December 11, 2023

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

Technology Requisition under $30,000

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

File #: 24-0360 **Agenda Date:** 1/16/2024 **Agenda #:** 7.C.

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 24-0255	RFP, BID, QUOTE OR RENEWAL #: Service Agreement #38605	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $25,920.00
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 01/16/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $25,920.00
	CURRENT TERM TOTAL COST: $25,920.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Service Express	VENDOR #: 14153	DEPT: Information Technology	DEPT CONTACT NAME: Joe Hamlin
VENDOR CONTACT: Brad Jagher	VENDOR CONTACT PHONE:	DEPT CONTACT PHONE #: 630-407-5000	DEPT CONTACT EMAIL: Joe.Hamlin@dupagecounty.gov
VENDOR CONTACT EMAIL: bjagher@serviceexpress.com	VENDOR WEBSITE: www.serviceexpress.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.). Request for the approval of annual post-warranty server support. This is for replacement of physical hardware, in case there are issues. Exempt from bidding, per 55 ILCS 5/5-1022 'Competitive Bids' (D) IT/Telecom Purchases Under $35,000.00.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished

We need to maintain warranty status on these servers in case anything breaks on them. This is for our Physical Data Center servers.

SECTION 2: DECISION MEMO REQUIREMENTS

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

PER 55 ILCS 5/5-1022 'COMPETITIVE BIDS' (D) IT/TELECOM PURCHASES UNDER $35,000.00

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

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

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

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Service Express, LLC	Vendor#: 14153	Dept: Information Technology	Division:
Attn: Brad Jagher	Email: bjagher@serviceexpress.com	Attn: Sarah Godzicki	Email: Sarah.Godzicki@dupagecounty.gov
Address: 3855 Sparks Dr. SE	City: Grand Rapids	Address: 421 N. County Farm Road	City: Wheaton
State: MI	Zip: 49546	State: IL	Zip: 60187
Phone: 800-940-5585	Fax:	Phone: 630-407-5037	Fax: 630-407-5001
Send Payments To:		*Ship to:*	
Vendor: Service Express, LLC	Vendor#: 14153	Dept: Information Technology	Division:
Attn: Accounts Receivable	Email: accountsreceivable@serviceexpress.com	Attn: Joe Hamlin	Email: Joe.Hamlin@dupagecounty.gov
Address: P.O. Box 30516, Dept. 6306	City: Lansing	Address: 421 N. County Farm Road	City: Wheaton
State: MI	Zip: 48909	State: IL	Zip: 60187
Phone: 800-940-5585	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): 02/01/2024	Contract End Date (PO25): 01/31/2025
Contract Administrator (PO25): Joe Hamlin			

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	Warranty	Post-Warranty Server Support, as described in quote	FY24	1000	1110	53806		25,920.00	25,920.00
FY is required, assure the correct FY is selected.										Requisition Total	$ 25,920.00

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.

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

Service Agreement 38605

Agreement Information

Name :	**DuPage County**
Agreement :	38605
Sales Person :	Ryan Trombley
Duration:	12 Months
Commencement:	2024/02/01
Expiration:	2025/01/31

Contact Information

Name :	Joe Hamlin
Address :	421 North County Farm Road Wheaton IL 60187 United States
Phone :	630-407-5062
Email:	Joe.Hamlin@dupageco.org

Billing Information

Invoice :	Annual
Terms :	Net 30
Currency :	USD

Billing Contact Information

Name :	Sarah Godzicki
Address :	421 N County Farm Rd WHEATON IL 60187 United States
Phone :	630-407-5037
Email:	Sarah.Godzicki@dupageco.org

Service Agreement 38605

Location: DuPage County			Contact: TBD			City: Wheaton IL 60187					
Line	Model Number	Description	Additional Description	Serial Number	Warranty	QTY	Start Date	Days	Hours	Response	Price
1	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS		2M20330BCX		1	2023/10/31	7	12A-12A	4 HOUR	$100.00USD
2	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS		2M20330BCL		1	2023/10/31	7	12A-12A	4 HOUR	$100.00USD
3	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS		2M20330BCQ		1	2023/10/31	7	12A-12A	4 HOUR	$100.00USD
4	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS		2M20330BCT		1	2023/10/31	7	12A-12A	4 HOUR	$100.00USD
5	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS		2M20330BCS		1	2023/10/31	7	12A-12A	4 HOUR	$100.00USD
6	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS		2M20330BCR		1	2023/10/31	7	12A-12A	4 HOUR	$100.00USD
7	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS		2M20330BCP		1	2023/10/31	7	12A-12A	4 HOUR	$100.00USD
8	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS		2M20330BCW		1	2023/10/31	7	12A-12A	4 HOUR	$100.00USD
9	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS		2M20330BCM		1	2023/10/31	7	12A-12A	4 HOUR	$100.00USD
10	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS		2M20300988		1	2023/10/31	7	12A-12A	4 HOUR	$100.00USD
11	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS		2M2030098B		1	2023/10/31	7	12A-12A	4 HOUR	$100.00USD
12	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS		2M2030098C		1	2023/10/31	7	12A-12A	4 HOUR	$100.00USD
13	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS		2M20300989		1	2023/10/31	7	12A-12A	4 HOUR	$100.00USD
14	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS		2M20330BCN		1	2023/10/31	7	12A-12A	4 HOUR	$100.00USD
15	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF CTO CHASSIS		2M20330BCV		1	2023/10/31	7	12A-12A	4 HOUR	$100.00USD

DuPage County Total: $1,500.00USD

Location: Main			Contact: Joe Hamlin			City: Wheaton IL 60187					
Line	Model Number	Description	Additional Description	Serial Number	Warranty	QTY	Start Date	Days	Hours	Response	Price
1	PROLIANT DL360G9	HP PROLIANT DL360G9 CTO CHASSIS		MXQ533044W		1	2022/02/01	7	12A-12A	4 HOUR	$23.00USD
2	STOREEASY 1640	HP STOREEASY 1640 8TB SAS STORAGE SYSTEM		MXQ41906W7		1	2022/02/01	7	12A-12A	4 HOUR	$12.00USD
3	PROLIANT DL380PG8	HP PROLIANT DL380PG8 CTO CHASSIS		2M24460B9F		1	2022/02/01	7	12A-12A	4 HOUR	$26.00USD
4	PROLIANT DL360PG8	HP PROLIANT DL360PG8 2.40GHZ/10MB/QC (E5-2609)		MXQ40309LD		1	2022/02/01	7	12A-12A	4 HOUR	$18.00USD
5	PROLIANT DL380PG8	HP PROLIANT DL380PG8 CTO CHASSIS		2M24460B9D		1	2022/02/01	7	12A-12A	4 HOUR	$26.00USD
6	PROLIANT DL360G7	HP PROLIANT DL360G7 CTO CHASSIS		USE145K1BV		1	2022/02/01	7	12A-12A	4 HOUR	$17.00USD

Service Agreement 38605

Line	Model Number	Description	Additional Description	Serial Number	Warranty	QTY	Start Date	Days	Hours	Response	Price
7	PROLIANT DL380G5	HP PROLIANT DL380G5 3.0GHZ/4MB/DC (5160)		2UX7220020		1	2022/02/01	7	12A-12A	4 HOUR	$19.00USD
8	PROLIANT ML150G6	HP PROLIANT ML150G6 CTO TOWER CHASSIS		USE011N3ZZ		1	2022/02/01	7	12A-12A	4 HOUR	$7.00USD
9	PROLIANT DL580G10	HP PROLIANT DL580G10 SFF CTO CHASSIS		MXQ82204DP		1	2022/02/01	7	12A-12A	4 HOUR	$22.00USD
10	PROLIANT DL580G10	HP PROLIANT DL580G10 SFF CTO CHASSIS		MXQ82204DQ		1	2022/02/01	7	12A-12A	4 HOUR	$22.00USD
11	STOREEASY 1430	HP STOREEASY 1430 STORAGE SYSTEM		USE43599N4		1	2022/02/01	7	12A-12A	4 HOUR	$17.00USD
12	PROLIANT DL380G9	HP PROLIANT DL380G9 2.4GHZ/15MB/6C (E5-2620V3)		MXQ61309JY		1	2022/02/01	7	12A-12A	4 HOUR	$24.00USD
13	POWEREDGE R310	DELL POWEREDGE R310		CBM92R1		1	2022/02/01	7	12A-12A	4 HOUR	$17.00USD
14	POWEREDGE R310	DELL POWEREDGE R310		7CNFJS1		1	2022/02/01	7	12A-12A	4 HOUR	$17.00USD
15	PROLIANT DL380G5	HP PROLIANT DL380G5 2.5GHZ 12MB CACHE		2UX84300DY		1	2022/02/01	7	12A-12A	4 HOUR	$19.00USD
16	PROLIANT DL380G5	HP PROLIANT DL380G5 CTO CHASSIS		2UX915006D		1	2022/02/01	7	12A-12A	4 HOUR	$19.00USD
17	POWEREDGE R630	DELL POWEREDGE R630		62HYP22		1	2022/02/01	7	12A-12A	4 HOUR	$27.00USD
18	POWEREDGE R310	DELL POWEREDGE R310		6PY3TR1		1	2022/02/01	7	12A-12A	4 HOUR	$17.00USD
19	POWEREDGE R630	DELL POWEREDGE R630		7354P22		1	2022/02/01	7	12A-12A	4 HOUR	$27.00USD
20	PROLIANT DL360G6	HP PROLIANT DL360G6 2.13GHZ/4MB/QC (E5506)		MXQ02701T9		1	2022/02/01	7	12A-12A	4 HOUR	$14.00USD
21	PROLIANT DL360G6	HP PROLIANT DL360G6 2.13GHZ/4MB/QC (E5506)		MXQ02703ZR		1	2022/02/01	7	12A-12A	4 HOUR	$14.00USD
22	PROLIANT DL380G9	HP PROLIANT DL380G9 SFF CTO CHASSIS		MXQ64000L7		1	2024/02/01	7	12A-12A	4 HOUR	$24.00USD

Main Total: $428.00USD

Location: Sheriff ***Contact: Joe Hamlin*** ***City: Wheaton IL 60187***

Line	Model Number	Description	Additional Description	Serial Number	Warranty	QTY	Start Date	Days	Hours	Response	Price
1	POWEREDGE R630	DELL POWEREDGE R630		6P4Z082		1	2022/02/01	7	12A-12A	4 HOUR	$27.00USD
2	COMPELLENT SCV2000	DELL COMPELLENT SCV2000 12-SLOT DISK ARRAY		8HLDDH2		1	2022/02/01	7	12A-12A	4 HOUR	$36.00USD
3	POWEREDGE R720XD	DELL POWEREDGE R720XD		9WL0DZ1		1	2022/02/01	7	12A-12A	4 HOUR	$27.00USD
4	COMPELLENT SCV2000	DELL COMPELLENT SCV2000 12-SLOT DISK ARRAY		HW5CND2		1	2022/02/01	7	12A-12A	4 HOUR	$36.00USD
5	THINKSERVER RD330	LENOVO THINKSERVER RD330 CTO CHASSIS		MJ22NLV		1	2022/02/01	7	12A-12A	4 HOUR	$13.00USD
6	PROLIANT DL380G10	HP PROLIANT DL380G10 SFF 2.6GHZ/8.25MB/QC (4112)		2M282601ZP		1	2022/02/01	7	12A-12A	4 HOUR	$26.00USD

Service Agreement 38605

Line	Model Number	Description	Additional Description	Serial Number	Warranty	QTY	Start Date	Days	Hours	Response	Price
7	THINKSERVER RD640	LENOVO THINKSERVER RD640 CTO CHASSIS		MJ002VGE		1	2022/02/01	7	12A-12A	4 HOUR	$13.00USD
8	THINKSERVER RD640	LENOVO THINKSERVER RD640 CTO CHASSIS		MJ002VGF		1	2022/02/01	7	12A-12A	4 HOUR	$13.00USD
9	POWEREDGE R720XD	DELL POWEREDGE R720XD		71ZRLV1		1	2024/02/01	7	12A-12A	4 HOUR	$41.00USD

Sheriff Total: $232.00USD

Service Agreement 38605

Notes:

Monthly Charge: **$2,160.00USD**

2024/02/01 - 2025/01/31 ***$25,920.00USD***

Authorized Representative Date

Authorized Representative Date

Printed Authorized Representative: DuPage County

Printed Authorized Representative: Service Express

* Customer acknowledges that they have read and understand the Terms and Conditions on the following page and by signing this Agreement agree to them.

Terms and Conditions of Sale

This Service Agreement and all sales by Service Express, LLC and its affiliates ("Service Express") are subject to these Terms and Conditions of Sale (these "Terms," and together with Customer's order, the "Agreement"). "Services" refers to the maintenance services provided by Service Express under this Agreement, and "Customer" refers to the person or entity purchasing Services from Service Express as is identified on the face of this Agreement. Service Express' acceptance of Customer's order is subject to Customer's acceptance of these Terms. Any modifications proposed by Customer are not part of the parties' agreement. Customer's acceptance of, or full or partial payment for, the Services will constitute Customer's acceptance of these Terms.

1. **TERM & TERMINATION.** This Agreement shall be effective from the commencement date and shall continue for the duration stated on the face of this Agreement (the "Initial Term"). Thereafter, the Agreement shall automatically renew for successive renewal terms equal in duration to the Initial Term unless terminated as set forth herein. This Agreement may be terminated without penalty by either party upon thirty (30) days' prior written notice. In the event of such termination, Service Express will refund to Customer any funds which have been prepaid for Services not received beyond the effective date of termination.

2. **EQUIPMENT CHANGES.** Equipment to be covered by the Services ("Equipment") may be added to this Agreement upon mutual agreement of the parties. Equipment may be removed from coverage under this Agreement with thirty (30) days' written notice to Service Express. Service charges for Equipment added to this Agreement will be at Service Express' then-current monthly rate.

3. **SERVICE RESPONSIBILITIES OF SERVICE EXPRESS.** Service Express warrants that all services provided shall be performed in a workmanlike manner and in compliance with applicable laws and regulations. In consideration of payment of the charges set forth in the Agreement, Service Express shall provide the following Services to Customer:

   (1) remedial maintenance and continuous repair effort following Customer notification of Equipment malfunction, with on-site response within the time frames specified in this Agreement;

   (2) labor and parts as deemed necessary by Service Express to maintain the Equipment or to return the Equipment to operating condition. Service Express may take ownership of exchanged parts removed from Equipment, except in the case of failed devices containing magnetic media, which Customer may retain ownership of at Customer's discretion; and

   (3) installation of field engineering change orders deemed necessary by the Equipment manufacturer at a time mutually agreed upon by Service Express and Customer.

4. **SERVICE RESPONSIBILITIES OF CUSTOMER.** As a condition to Service Express' obligation to provide the Services, Customer shall:

   (1) contact Service Express immediately when Equipment malfunctions. Customer shall take reasonable precautions to limit further damage to the Equipment;

   (2) provide full and free access to Equipment;

   (3) ensure that a Customer representative is present during service by Service Express personnel; and

   (4) make every effort to provide a reasonable environment for the Equipment covered by this Agreement and shall abide by all manufacturer specifications regarding such environmental conditions.

5. **SERVICE LIMITATIONS.**

   (1) Requests for Service received outside of the hours of coverage stipulated in this Agreement shall be responded to on a commercially reasonable efforts basis.

   (2) This Agreement does not cover: (a) damage due to improper treatment or use of Equipment; (b) unauthorized attempts to repair, maintain, or modify the Equipment other than by or at the direction of Service Express; or (c) damage created by external sources to this Equipment. Repairs made under these circumstances shall be made at the then prevailing Service Express per call rates for labor and parts.

   (3) Service Express reserves the right to withdraw individual items of Equipment from coverage under this Agreement if, in Service Express' reasonable opinion, these items can no longer be supported. In these circumstances, Service Express shall provide Customer with reasonable notice of withdrawal.

   (4) Services do not include operation supplies or accessories (as defined by the manufacturer), cosmetic damage to Equipment, or work external to the Equipment itself.

   (5) Waivers of liability may not be imposed by Customer as a requirement for site access. Service Express may suspend Services when, in Service Express' reasonable opinion, conditions at Customer's site jeopardize the health or safety of Service Express personnel.

   (6) Unless otherwise stated in this Agreement, the Services under this Agreement do not include LTU (License to Use) updates, software updates, software support, firmware upgrades, firmware updates, access to any proprietary information of any original equipment manufacturer, or access to technical websites.

6. **CHARGES.**

   (1) Charges under this Agreement will be invoiced thirty (30) days in advance of the applicable service period. All invoices will be due within the net terms stated on the face of this Agreement.

   (2) All overdue accounts may be charged a late fee of 1½% per month. Service Express reserves the right to suspend Services if invoices become past due.

   (3) Charges for Equipment added to or removed from this Agreement will be prorated on a thirty (30) day month.

   (4) Charges for services or equipment not covered under this Agreement shall be invoiced at Service Express' current rates and these Terms shall apply to such services.

   (5) Service Express may adjust the applicable charges for Equipment covered under this Agreement on the anniversary date of this Agreement.

7. **LIMITATIONS OF LIABILITY.**

   (1) EXCEPT FOR ANY EXPRESS WARRANTIES SET FORTH IN THESE TERMS, TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, ALL SERVICES ARE PROVIDED AS-IS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(2) SERVICE EXPRESS SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOSS OF USE, DATA, SOFTWARE, REVENUE, OR PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SERVICE EXPRESS' TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE GREATER OF: A) THE TOTAL FEES PAID BY CUSTOMER IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR B) TWO MILLION US DOLLARS ($2,000,000).

(3) This limitation of Service Express' liability will apply regardless of the form of action, whether in contract or tort including negligence. Any action against Service Express must be brought within six (6) months after the cause of action occurs.

(4) Service Express shall not be liable for any delay in or failure of performance due to causes beyond the reasonable control of Service Express.

8. INSURANCE. Service Express shall carry, at a minimum, insurance in the following coverages and amounts:

(1) Occurrence-based General Liability coverage and Prods/Com Ops coverage in amounts no less than $1,000,000 each occurrence and $2,000,000 aggregate;

(2) Technology & Information Professional Liability coverage in an amount no less than $2,000,000;

(3) Workers' Compensation/Employer's Liability coverage as required by the applicable state law; $1,000,000 per employee, accident, and disease; and

(4) Auto Liability Insurance coverage for any hired and non-owned autos in an amount no less than $1,000,000, with a combined single limit each accident for bodily injury and property damage.

9. GENERAL.

(1) If either party neglects or fails to perform any of its obligations under this Agreement, or any other agreement between the parties, and such failure continues for a period of twenty (20) days after written notice thereof, the other party shall have the right to terminate this Agreement.

(2) These Terms shall prevail over the terms and conditions of any order or other document submitted by Customer, and Service Express does not agree to and expressly rejects any Customer terms that are different from or in addition to these Terms.

(3) This Agreement supersedes all prior service agreements and understandings between the parties with respect to the Services. The parties agree to promptly modify this Agreement to conform to new or revised legislation or regulations to which a party is or becomes subject. If a party cannot comply with the required modifications, such party may terminate this Agreement in accordance with Section 1. In addition, Service Express reserves the right to modify this Agreement at any time by notifying the primary Customer contact on the face of the Agreement. If Customer objects to such changes, Customer may terminate the Agreement in accordance with Section 1. Customer's failure to object to such changes within thirty (30) of receipt of notice shall be deemed acceptance by Customer of the changes, and the modified Agreement shall be binding on the parties. Except as set forth herein, this Agreement may not be amended except by mutual agreement of the parties.

(4) It is expressly understood that if either party, on any occasion, fails to perform any provision of this Agreement, and the other party does not enforce that provision, the failure to enforce on that occasion shall not prevent enforcement on any other occasion.

(5) During the term of this Agreement and for a period of one (1) year thereafter, neither party shall solicit the employment of any employee of the other party with whom such party has had contact in connection with the relationship arising under this Agreement. The foregoing prohibition shall not apply to an employee responding to the general advertisement of an open position by the other party.

(6) Service Express shall comply with all applicable laws related to its provision of Services, including, but not limited to, those relating to data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Without limiting the generality of the foregoing, Service Express shall comply with all applicable anti-bribery and anti-corruption laws, and other laws governing improper payments, in connection with the performance of this Agreement, including but not limited to, the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations under it, and Service Express shall not act in a way that would cause Customer to be in violation of such laws (such as, by way of example, providing a kickback, bribe or inappropriate gift to any representative of Customer or government official or political party in order to obtain or retain business or to secure an improper commercial advantage). Service Express represents that it does not, directly or indirectly, engage in or otherwise support child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive worker treatment or corrupt business practices, in the supply of

Services, including, without limitation, Human Trafficking. "Human Trafficking" is defined as: the recruitment, transportation, transfer, harboring or receipt of persons, by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power or of a position of vulnerability or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purpose of exploitation. Service Express further represents it does not, directly or indirectly, utilize the labor of North Korean nationals and/or North Korean citizens.

(7) Neither party shall assign this Agreement unless consented to in writing by the other party, except that Service Express may assign this Agreement to an affiliate or in the event of a merger, consolidation, change of control, or sale of all or substantially all of its assets upon notice to Customer.

(8) This Agreement will be governed by the laws of the State of Michigan (without regard to its conflict of law principles), and the parties hereby consent to the exclusive jurisdiction of the state or federal courts in the State of Michigan to adjudicate any dispute arising under or in connection with this Agreement.

Required Vendor Ethics Disclosure Statement

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

Date: Jan 9, 2024

Bid/Contract/PO #: Agreement #: 38605

Company Name: Service Express, LLC	Company Contact: McKenzie Conklin
Contact Phone: 800-940-5585	Contact Email: customeronboarding@serviceexpress.com

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

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

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

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

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

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

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

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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature Signature on File

Printed Name McKenzie Conklin

Title Sales Operations Specialist

Date Jan 9, 2024

Attach additional sheets if necessary. Sign each sheet and number each page. Page 0 of 0 (total number of pages)

Consent Item

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

File #: 24-0002 **Agenda Date:** 1/16/2024 **Agenda #:** 8.A.

Consent
TEC 1/16
CB 1/23

Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 17, 2023

MinuteTraq (IQM2) ID #: 24-0002

Purchase Order #: 5688	**Original Purchase Order Date:** Jan 26, 2022	**Change Order #:** 1	**Department:** IT
Vendor Name: SHI International Corp		**Vendor #:** 14389	**Dept Contact:** S. Godzicki

Background and/or Reason for Change Order Request: This purchase order #5688 for SHI Internationalis decreasing in the amount of $35,980.67 and closing due to contract expired.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

A	Starting contract value	$92,758.42
B	Net $ change for previous Change Orders	$0.00
C	Current contract amount (A + B)	$92,758.42
D	Amount of this Change Order ☐ Increase ☒ Decrease	($35,980.67)
E	New contract amount (C + D)	$56,777.75
F	Percent of current contract value this Change Order represents (D / C)	-38.79%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-38.79%

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

BJP		Oct 17, 2023	X UGW		11/21/2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date

REVIEWED BY (Initials Only)

		dlCm	11/21/23
Buyer	Date	Procurement Officer	Date
Chief Financial Officer (Decision Memos Over $25,000)	Date	Chairman's Office (Decision Memos Over $25,000)	Date

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Rev 1.6
12/11/17

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

File #: JPS-P-0004-24 **Agenda Date:** 1/9/2024 **Agenda #:** 9.A.

AWARDING RESOLUTION ISSUED TO
LOGICALIS, INC.
TO PROVIDE MICROSOFT 365 HOSTING AND MANAGED SERVICES
FOR THE CLERK OF THE CIRCUIT COURT
(CONTRACT TOTAL AMOUNT $455,466.60)

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

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Logicalis, Inc, to provide Microsoft 365 Hosting and Managed Services, for the period of February 1, 2024 through January 31, 2029, for the Clerk of the Circuit Court.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide Microsoft 365 Hosting and Managed Services, for the period of February 1, 2024 through January 31, 2029 for the Clerk of the Circuit Court per RFP 23-101-CCC, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Logicalis, Inc., 3500 Lacey Road, Suite 200, Downers Grove, IL 60515, for a contract total amount of $455,466.60.

Enacted and approved this 9th of January, 2024 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: JPS-P-0004-24	RFP, BID, QUOTE OR RENEWAL #: 23-101-CCC	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $455,466.60
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 01/09/2024	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $455,466.60
	CURRENT TERM TOTAL COST: $455,466.60	MAX LENGTH WITH ALL RENEWALS: FIVE YEARS*	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Logicalis	VENDOR #: 12232	DEPT: Clerk of the Circuit Court	DEPT CONTACT NAME: Kevin Vaske
VENDOR CONTACT: Sandy Shute	VENDOR CONTACT PHONE: 630-777-3708	DEPT CONTACT PHONE #: 630-407-8647	DEPT CONTACT EMAIL: Kevin.Vaske@18thJudicial.org
VENDOR CONTACT EMAIL: Sandy.Shute@us.logicalis.com	VENDOR WEBSITE: us.logicalis.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.).
Provide the Judicial Microsoft 365 tenant, related Microsoft user licensing, and managed services for the environment.
Procured through RFP 23-101-CCC, 5-year contract totalling $455,466.50.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
The Judges, Circuit Clerk, Court Reporters and Jury Commission Offices have been using Microsoft 365 for the past 5 years, and require continued use of Microsoft 365 applications, particularly Microsoft Outlook, Teams, Sharepoint, and One Drive.

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 RFP (REQUEST FOR PROPOSAL)	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. CUSTOMER SERVICE
SOURCE SELECTION	Describe method used to select source. RFP 23-101-CCC Microsoft 365 Hosting and Managed Services for the DuPage Clerk of the Circuit Court Clerk
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). Recommend continuing use of Microsoft 365 which has been in place for 5 years, and users have integrated into how they perform their job duties. Other alternatives involve replacing the Microsoft 365 applications functions for email, internal chat, video-conferencing, personal cloud storage, office-wide cloud storage and document management, and remote document access with new solutions, along with related network security implementations.

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

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Logicalis	Vendor#: 12232	Dept: Clerk of the Circuit Court	Division: Accounting
Attn: Sandy Shute	Email: Sandy.Shute@us.logicalis.com	Attn: Julie Ellefsen	Email: Julie.Ellefsen@18thjudicial.org
Address: 3500 Lacey Rd, Suite 200	City: Downers Grove	Address: 505 N County Farm Rd	City: Wheaton
State: IL	Zip: 60515	State: IL	Zip: 60187
Phone: 630-777-3708	Fax:	Phone: 630-407-8590	Fax:
Send Payments To:		*Ship to:*	
Vendor: Logicalis	Vendor#: 12232	Dept: Clerk of the Circuit Court	Division:
Attn: Sandy Shute	Email: Sandy.Shute@us.logicalis.com	Attn: Kevin Vaske	Email: Kevin.Vaske@18thJudicial.org
Address: 3500 Lacey Rd, Suite 200	City: Downers Grove	Address: 505 N County Farm Rd	City: Wheaton
State: IL	Zip: 60515	State: IL	Zip: 60187
Phone: 630-777-3708	Fax:	Phone: 630-407-8647	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Feb 1, 2024	Contract End Date (PO25): Jan 31, 2029
Contract Administrator (PO25):			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	10	MO		Microsoft 365 Subscription	FY24	1400	6720	53020		5,415.73	54,157.30
2	10	MO		Monitored & Managed Service	FY24	1400	6720	53020		2,175.38	21,753.80
3	12	MO		Microsoft 365 Subscription	FY25	1400	6720	53020		5,415.73	64,988.76
4	12	MO		Monitored & Managed Service	FY25	1400	6720	53020		2,175.38	26,104.56
5	12	MO		Microsoft 365 Subscription	FY26	1400	6720	53020		5,415.73	64,988.76
6	12	MO		Monitored & Managed Service	FY26	1400	6720	53020		2,175.38	26,104.56
7	12	MO		Microsoft 365 Subscription	FY27	1400	6720	53020		5,415.73	64,988.76
8	12	MO		Monitored & Managed Service	FY27	1400	6720	53020		2,175.38	26,104.56
9	12	MO		Microsoft 365 Subscription	FY28	1400	6720	53020		5,415.73	64,988.76
10	12	MO		Monitored & Managed Service	FY28	1400	6720	53020		2,175.38	26,104.56
11	2	MO		Microsoft 365 Subscription	FY29	1400	6720	53020		5,415.73	10,831.46
12	2	MO		Monitored & Managed Service	FY29	1400	6720	53020		2,175.38	4,350.76
FY is required, assure the correct FY is selected.										Requisition Total	$ 455,466.60

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. Invoiced monthly cost will vary month to month depending on the exact number of licensed users
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

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

LOGICALIS
Architects of Change

Proposal for Microsoft 365 Hosting and Managed Services for DuPage Circuit Clerk RFP #23-101-CCC

Dupage Cty Clerk of the Cir Court
505 N County Farm Rd
Wheaton, IL 60187

Kevin Vaske
(630) 407-8647
Kevin.Vaske@18thjudicial.org

Jeff Davies
630 407-8611
Jeff.Davies@18thjudicial.org

Donna Weidman
(630) 407-6181
Donna.Weidman@dupageco.org

Samantha Houk
(630) 407-8583
Samantha.Houk@18thjudicial.org

September 25, 2023

Proposal_DUPA7095201

Submitted by:
Logicalis, Inc.
Sandy Shute, Account Executive
3500 Lacey Road, Suite 200
Downers Grove IL 60515

Section 2. Letter of Transmittal

2600 West Big Beaver Road
Suite 150
Troy, MI 48084
T: 248.957.5600
us.logicalis.com

September 25, 2023

Kevin Vaske, Chief Deputy
18th Judicial Circuit Court Clerk
505 N County Farm Rd
Wheaton, IL 60187

Dear Kevin and Team:

On behalf of Logicalis, I have enclosed our proposal for Microsoft 365 Hosting and Managed Services in response to your RFP# 23-101-CCC.

Companies like Dupage Cty Clerk of the Cir Court who are tasked with the internal management of IT environments struggle to meet business expectations. Too often, demands are not met because internal resources are preoccupied with attending to IT infrastructure instead of focusing on delivering the solutions needed to move business forward. A lack of dedicated internal resources, an unpredictable IT budget or overworked IT employees overwhelmed with everyday tasks are all common problems that create the need for a better option. Trusting Logicalis with your IT services can empower your team to shift priorities and cost-effectively focus IT resources on business directed initiatives, while continuing to provide essential services. Logicalis' Managed Services enable you to focus on your core business while our experts attend to your IT infrastructure and immediately provide you high levels of operational maturity. Our Managed Services model is a proven, cost-effective way to manage your IT operations and deliver higher service levels to your organization.

Logicalis has appreciated our partnership and is responding with 3 proposed options for the Circuit Court to consider:
Option 1 is similar to the solution and managed services you receive today.
Option 2 is our Digital Workplace Services with Identity and Collaboration Management
Option 3 is our Digital Workplace Services with Identity, Collaboration and Endpoint Management

We are presenting alternatives for your consideration in the event you would like extended services over time to meet DuPage's needs.

Logicalis is unable to adhere to all provisions described in the RFP without modification and cannot accept the sample terms and conditions as-is. Logicalis respectfully requests certain changes as reflected in the attached list of exceptions.

Indicate the intention of the Vendor to adhere to the provisions described in the RFP without modification; Vendor should include a signature line for Contract Compliance.

Logicalis, Inc. has included a list of exceptions to this RFP. Please review Section 8 Logicalis' Appendices for Logicalis' list of Terms and Conditions and RFP Exceptions, page 36.

Identify the submitting organization.

Logicalis, Inc is the submitting organization.

Identify the person, by name and title, authorized to contractually obligate the organization.

John O'Neill, Area Sales Director, Chicago is authorized to contractually obligate the organization.

Identify the contact person responsible for this response, specifying name, title, mailing address,

phone, and email address

Sandy Shute, Account Executive

3500 Lacey Road, Suite 200

Downers Grove, IL 60515

Tel: (331) 777-3708

Sandy.Shute@us.logicalis.com

Explicitly indicate review and acceptance of the Clerk's sample terms and conditions and provide acknowledgement that the proposal submitted, including responses to the requirements will be included as part of the contract, and identify exceptions or "deal breakers".

Please review Logicalis' Appendices for Logicalis' List of Exceptions.

Acknowledge the proposal is considered firm for ninety (90) days after the due date for receipt of proposals or receipt of the last best and final offer submitted.

Logicalis has read and acknowledges this statement.

Acknowledge intended completion of Section 6 - Proposal Pricing and the pricing worksheets. Title this PDF as 'Financial Response to Proposal' and submit such to Samantha Houk and Donna Weidman at Samantha.Houk@18thjudicial.org and Donna.Weidman@dupageco.org.

Logicalis has read and acknowledges this statement.

Provide the original signature of the person authorized to contractually obligate the organization.

See Below

I look forward to speaking with you regarding this proposal. Please feel free to contact me directly with any questions.

Sincerely,

Signature on File

Sandy Shute, Account Executive
3500 Lacey Road Suite 200 Downers Grove IL 60515
(630) 730-9520
sandy.shute@us.logicalis.com

Signature on File

John O'Neill, Dir Area Sales Chicago
3500 Lacey Rd. Suite 200, Downers Grove, IL 60515
3317773549
John.Oneill@us.logicalis.com

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Section 4. Executive Summary

Section 4.1. Executive Summary

Logicalis is delighted to have been invited to respond to DuPage County Circuit Clerk RFP for Microsoft 365 Hosting and Managed Services. We are committed to earning the position of trusted advisor and preferred managed services partner for DuPage County. Our commitment to DuPage will be based on a strong foundation of Logicalis' own core values, which are: Integrity; Advocacy; and Sustainability. The safest pair of hands – Logicalis Value Statement for Digital transformation can be challenging without close local relationships consolidated with central management and oversight. Our RFP response is based on our experience in providing Managed Services for the public sector. Logicalis has been a long standing Microsoft partner with some of the highest certifications and accreditations, spanning our pre-sales, Professional Services and Managed Services teams. We know that staying on top of the latest and greatest Microsoft solutions and services can be a challenge. We've included in our main response to address the services that are being delivered under the current agreement, which is about to expire. However, we've also included two additional service options for consideration, as the Microsoft 365 portfolio of services continues to evolve and expand. We believe that these additional options should be strongly considered and reviewed with our team.

Logicalis Value
Our customers have shared with us the value that we provide by partnering with their teams. These elements are included in the proposal that Logicalis is putting forward in our RFP response.

- Digital Services Platform – using AIOps and Machine Learning to reduce incident handling and mean time to resolution
- Offering Managed Services that scale up or down based on client's needs
- Able to meet regulatory requirements
- Ability to execute with urgency (speed to market)
- Willingness to support emerging technologies
- Flexibility in providing the solution in parallel with contract finalization
- Defined Continuous Improvement methodology
- Maturity of existing service catalog
- On Boarding Experience – Logicalis HyperCare Service

The Best Partnerships - All Key Vendors

Logicalis has relationships with technology leaders across the industry that enables us to use the best tools for Microsoft 365 Managed Services. We also hold the highest level of partner accreditations for many other Tier 1 partners such as Microsoft, IBM, HPE, Cisco, Arctic Wolf, Dell/EMC, NetApp, VMware, etc... Specific to Microsoft, Logicalis holds the prestigious certification Azure Expert Managed Service Provider (MSP), one of only 100 companies with this certification out of over 10,000 partners worldwide. This is a rare combination for these and other technologies, Logicalis represents the very best partner for DuPage County to access best practice innovation, vision and insight, world class skills, and unbeatable commercial leverage.

Summary

Logicalis is an international IT solution and managed services provider that has become the trusted IT advisor for the DuPage County Circuit Court and would like to extend our partnership and work County wide to assist you with Microsoft 365 management. We have earned the distinction of being our customers' trusted technology advisors because we are able to effectively align business goals with technology solutions that help provide excellent service to your constituents. DuPage County has made it clear that it is looking for a "Partner" for this project who has processes in place, the proven successful track record of implementing similar projects, and the experience to take the lead and make this a successful engagement. Our rich history implementing similar projects, combined with the aforementioned capabilities, differentiate Logicalis from traditional Microsoft 365 managed services providers and integrators. We continue to invest and evolve our offerings as part of our continuous improvement mantra. Dupage County has and will continue to benefit from these improvement efforts.

We look forward to continuing the partnership and expanding the new features and functionality to the end-user community.

Section 4.2. Vendor Qualifications, Financial Stability, and Litigation History

Logicalis Vendor Qualifications

Logicalis helps shape, support and implement our customers' digital transformation. We embrace change, help our customers adapt to change, and lead the change.

We are Architects of Change.

Our Mission
We strive to make technology a business asset, not a business problem, by simplifying solutions and driving business transformation that delivers extraordinary user experience and value.

Local Support

- Logicalis U.S. (Michigan Headquarters)
- $400 million in revenue
- 830+ employees
- Offices in 21 cities
- 3 cloud data centers
- 3 managed service provider centers

Practices and Offerings

- Cloud-Data Center
- Security
- Networking
- Collaboration
- Private Cellular -P5GaaS

The Logicalis Approach
Logicalis designs, supports, and executes on our customers' digital transformation by blending their vision with our technological expertise and industry insights.

How We Engage with Customers

- Point of View – 1-hour cloud overview
- Executive Briefing – 1-day overview of Logicalis offerings
- Workshops – 1-day customized deep dive
- Planning & Road Mapping – Consultative strategy-building session
- Demonstrations – Deep dive into specific technologies
- Consulting – Project-based planning and implementation

Services for Business Growth

- Consulting – Alignment of technology with business goals
- Strategy – Results-driven strategy refinement and design
- Technology – Solution design with today's leading technologies
- Professional – Solution implementation via certified expert engineers
- Managed – Day-to-day operational support of hybrid cloud solutions
- End-User – Service desk, adoption, collaboration, and other support

Vertical Expertise
We serve all industries and have made significant investments in:

- Healthcare
- Education
- State & Local Government
- Industrial

Committed to Customer Success
We improve the value that customers receive from our solutions and services and believe that our business will grow when we help their business grow.

Our Solutions & Services

Logicalis offers a range of extensible services, from helping you define and design a cloud strategy to assisting with server and storage selection for your current environment. Below is an overview of our focus areas. All of our focus solutions provide a full range of assessments and health checks, perfect for those who need help determining what the next steps are.

Security | Deliver strategic, end-to-end enterprise security services

Network | Connect technology, clouds and people with speed and agility

Collaboration | Engage employees to collaborate, create, and share information

Cloud | Deliver cloud services that bridge cloud needs via ITSM and automation

Data Center | Build a modern software-defined data center that brings agility to hybrid cloud

Alliances & Partnerships

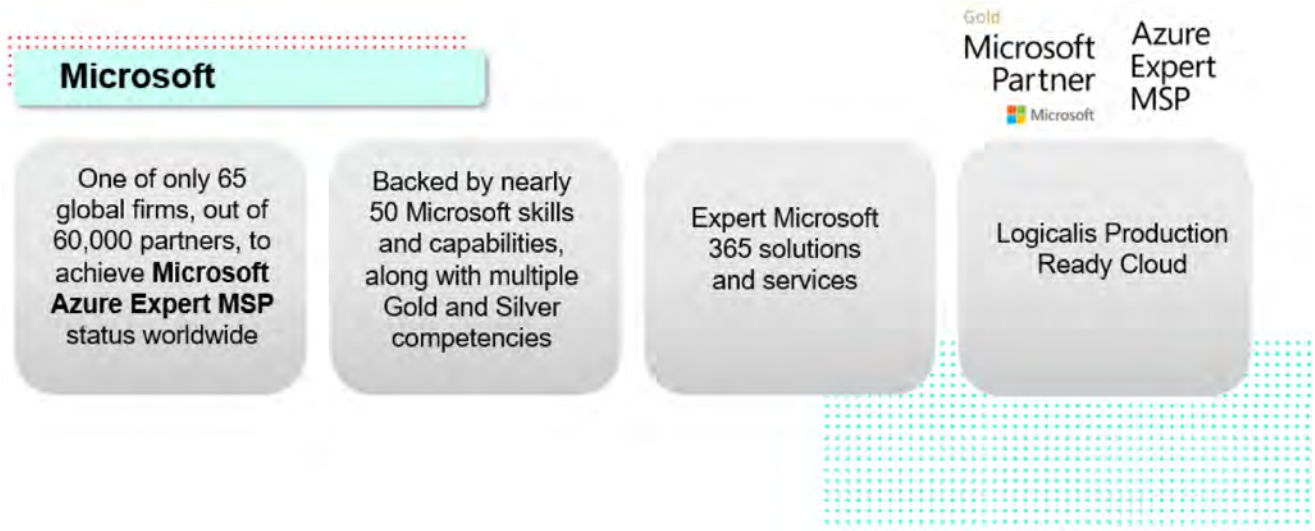
Our focus on emerging and innovative technologies and our breadth of integration expertise encourages close cooperation with our key technology partners. Our close partner relationships mean we are often first to market and to deploy new technologies. From mission-critical servers and complex wired and wireless networks to high-end storage and operating systems and much more, Logicalis maintains the highest certifications with industry-leading business partners to provide quality technology to serve all your business needs.

Microsoft is one of Logicalis's top partners globally and will continue to be a strategic partner for Logicalis going forward. The M365 productivity suite has over 50% market share globally and continues to expand the solutions and services as part of the portfolio. In October of 2022, Microsoft released the "New Commerce Experience", which effectively replaced the previuos Cloud Solution Provider (CSP) licensing model that Dupage had been leveraging. Logicalis continues to invest in the M365 services and have released our new Microsoft Licensing Portal to provide our clients self-service for their licensing and a new response tree for M365 and Azure New Commerce licensing requests. We've also invested in a new Customer Experience Team, who will be adding monthly reporting and discussions about your current and future Microsoft services. Understanding where you are moving as a company and providing insights into additional M365 and Azure capabilities and optimizations for your organization.

In addition to the M365 suite,Logicalis has been recognized as one of just a few Microsoft Azure Expert Managed Services Providers (MSPs) worldwide, Logicalis underwent Microsoft's rigorous and extensive process to become an Azure Expert MSP, which includes:

- Both a pre-audit assessment and an onsite audit of our company-wide processes
- Partnership as a Cloud Solution Provider (CSP), along with Logicalis-created intellectual property
- A minimum of 15 Microsoft-certified engineers to support your needs

As a result, Logicalis has proven that it can manage your IT systems and maximize IT productivity, while your team focuses on delivering long-term, sustainable business growth. We plan to leverage resources from our Customer Experience team, Professional Services and Managed Services teams to offer a complete solution and best experience for Dupage County.



Public Sector Background

For over 20 years, Logicalis has been a leader in public sector sales and solutions. Our experienced government and education specialists know the issues you're facing, understand how your procurement process works, and can help guide you to the IT solution that best fits xyour needs and budget.

Through our GovEd practice, we offer technology evaluations, advice, solution sales and implementation as well as the professional services that tie it all together. In short, through the strategic use of technology, we help you deliver better services.

Logicalis Financial Stability

Logicalis, Inc.'s financial statements are considered confidential information. Upon the parties executing a mutual Non-Disclosure Agreement, Logicalis will provide the independently audited financial statements. However, we are providing the following information in hopes it is sufficient to demonstrate Logicalis' financial stability:

Fiscal Year Ending	Net Revenue
February 2022	$ 355 million
February 2021	$ 343 million
February 2020	$ 424 million
February 2019	$ 410 million
February 2018	$ 389 million
February 2017	$ 452 million
February 2016	$ 465 million
February 2015	$ 386 million

Logicalis Litigation History

Logicalis is involved in legal proceedings and litigation in the ordinary course of business. In the opinion of management based upon facts known at this time, the outcomes of such matters are not expected to have a material adverse effect on Logicalis' financial position or results of operations.

Section 4.3 Vendor References

Logicalis recognizes and respects your need to contact our references relative to this important project. Indeed, we want you to contact our references... and they would be pleased to speak with you. Nevertheless, given the public nature of bid responses, we prefer to protect the privacy of our customers - our most valued asset.

We can provide contact names and information upon further request. In this manner, we can advise our customers that you will be contacting them and prevent their name from being shared beyond the bounds of Dupage Cty Clerk of the Cir Court and Logicalis. Below is a list of institutions that we work closely with. Please advise us if you would prefer to speak to an executive, technologist, or both. We greatly look forward to hearing from you.

DuPage County Circuit Court Clerk
505 North County Farm Road
Wheaton, IL 60187

Alloya Corporate FCU
184 Shuman Boulevard, Suite 400
Naperville, IL 60563

Conn Appliances, Inc
2445 Technology Forest Blvd, Suite 800
The Woodlands, TX 77381-5259

Agree Realty
32301 Woodward Ave
Royal Oak, MI 48073-0946

Legend Valve & Fitting, Inc.
300 N Opdyke Rd
Auburn Hills, MI 48326-2974

Section 5. Proposal Narrative

Section 5.1 Project Design, Staffing and Organization

Logicalis plans to utilize our highly trained and skilled employees. In the event additional staff and/or specialized staff are needed which cannot be fulfilled with current Logicalis employees, we may utilize individuals on a subcontractor basis. Logicalis will work with Dupage Cty Clerk of the Cir Court for approval to ensure staff assigned to the project are suitable. Staff assignments can be shared, once the Statement of Work has been executed and our Resource Management Office allocates the resources.

Below are a list of roles who will be part of the project and service:

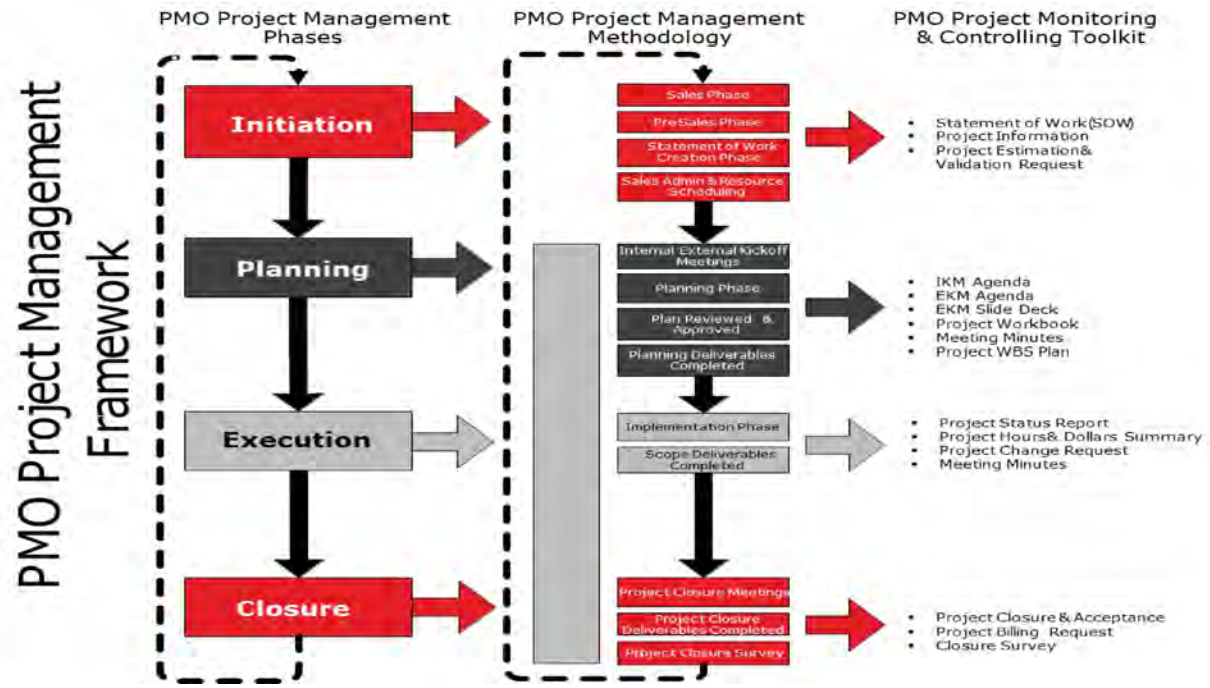
- **Sandy Shute, Account Executive**: Your primary contact. Responsibilities include, but are not limited to, overall account management, delivering quotes and proposed solutions, and scheduling review meetings.
- **Business Solution Architects**: Your technical sales contacts, responsible for solution development and consulting.
- **Project Manager**: PMP certified, responsible for the managing the delivery implementation services.
- **John O'Neill, Area Sales Director**: Responsible for working with your account executive to manage Dupage Cty Clerk of the Cir Court and is authorized to bind Logicalis commitments to Dupage Cty Clerk of the Cir Court.
- **Sales Support Representative**: Responsible to work with your account executive and solutions architects to develop quotes for Dupage Cty Clerk of the Cir Court.
- **Sales Associate**: Responsible for assisting your account executive in managing Dupage Cty Clerk of the Cir Court account.
- **Implementation Engineer:** Responsible for providing the technical expertise and certifications required to successfully implement the chosen solution.
- **Dane Duncan, Service Delivery Manager:** Responsible for the overall service delivery excellence of the Managed Service.
- **Customer Service Manager:** Responsible for providing license guidance and advice, based on your requirements matched to the New Commerce Experience offered by Microsoft.
- **Tier 1-4 Engineers:** Responsible for Incident, Problem & Change Management activiites as part of the Managed Service.

Section 5.2 Proposal Narrative

Project Management

Logicalis leverages a Project Management methodology, the Logicalis Solutions Framework (LSF), designed to encompass the diverse services that we perform for our customers. This framework was developed to focus on technology requirement gathering, design, implementation and support services. These principles provide the baseline by which project are executed, reported and documented. LSF follows a four-phased approach for managing projects: Scope Definition, Project Planning, Execution, and Closure. Each phase focuses business and technology expertise on the services provided during each stage of the project.

The following graphic provides a representation of the interrelationship between project phases, guiding activities within our framework. We understand the fluid nature of projects and have developed this framework to support and control the complexity of technology services.



As depicted in the graphic, the LSF focus is primarily on quality and planning, which helps verify that:

- Project objectives are understood by all stakeholders and goals are attained
- Project timeframes and commitments are maintained
- Project financial constraints are taken into consideration
- Project changes are minimized, documented and approved in line with project objectives to support overall change management activities
- Project status reporting is consistent and effective
- Risks are understood and mitigated

Logicalis understands the complex trade-offs required to apply technology services to the enterprise. Under LSF, deliverables are defined, prior to each project phase. This provides tangible outputs, which can be measured throughout the life of the project. We strive for partner relationship with our Customers; therefore communication of project progress and expectations is key to overall project success.

Project Management tasks that facilitate meeting the stated business objectives, have been included in this response. We strive through the performance of these Project Management processes to manage the project's scope to the primary constraints of time, quality and cost. This permits both organizations to realize the benefits of successful project completion.

Solution Profile

Logicalis is proposing a comprehensive solution for the Dupage County's Microsoft 365 tenant. Combining the Microsoft New Commerce Experience (NCE) licensing and Logicalis traditional Managed Services offerings and the new Logicalis Digital Workplace (DWP) service, we believe we have a solution and service offering to continue to support the Dupage County end-users today and well into the future.

Logicalis has responded with a few different options for consideration. These options vary in solution scope and service pricing:

1. New Commerce Experience Licensing (M365 Licenses) + Traditional Managed Services – This provides a comparable solution and service to what Dupage has been receiving from Logicalis over the last 5 years.
2. New Commerce Experience Licensing (M365 Licenses) + Traditional Managed Services + Digital Workplace – Identity & Collaboration
3. New Commerce Experience Licensing (M365 Licenses) + Traditional Managed Services + Digital Workplace – Identity & Collaboration + EndPoint Management

We broke each of these options out as a separate section and explained them in greater detail. Each option builds upon the previous option and option 3 is by far the most comprehensive service that will help DuPage County support and manage the M365 tenant.

Below is a high-level comparison of the three Managed Services Offerings:

Workloads	Current Managed Services Offering	Identity & Collaboration	Identity, Collaboration, & Endpoint Management
Proactive Maintenance	X*	X	X
Request Fulfillment	X	X	X
Entra ID (Azure AD)	X	X	X
Exchange Online	X	X	X
OneDrive for Business		X	X
SharePoint Online		X	X
Teams		X	X
Mobile Device Management			X
Mobile Application Management			X
Device Policy Management			X
Device Configuration Management			X
Application Packaging			X
Digital Fabric Platform		X	X

*Limited to Exchange Online and Entra ID (Azure AD)

Option 1 - Current Offering

In this option, Logicalis is proposing the Microsoft New Commerce Experience (NCE) licensing and Logicalis Managed Services that most closely resemble what Dupage County has under contract today with Logicalis.

We know that today's IT organizations continue to face IT skills and talent shortages. In fact, many IT decision-makers believe that they cannot meet their organization's demand for IT expertise with internal resources alone. In addition, most organizations operate in multiple computing environments, such as on-premises, cloud, and edge computing—environments that are often managed separately. Though they are connected through the network, it is difficult to see the entire environment, share data, and take advantage of insights.

Logicalis Managed Services overcomes IT skills and talent shortages and unifies management of disparate environments by changing the focus from remediation to prediction and insight and delivering unparalleled levels of business uptime through our AIOps-powered Digital Service Platform (DSP).

More than just a portal, DSP is rigorously structured and defined and services are connected, automated and managed in a standardized way to ensure consistent high quality. AI and machine learning (M/L) add the ability to predict and prevent potential failures and, where appropriate, automatically deliver a self-healing resolution. The result is unrivaled service levels, clarity and confidence by reducing risk and increasing system performance.

The platform provides services composed of applications, methodologies, frameworks, service definitions and processes. It is built and maintained by a global virtual team, agile methodologies and a global governance structure. It delivers a well-orchestrated set of best-practice processes and integrated systems to optimize business outcomes throughout services fulfillment and management.

More specifically, the DSP platform is comprised of the following features -

- AIOps – Platforms that include automation and machine learning for contextualizing large volumes of varied and volatile data.
- M/L Clustering – Use of machine learning to group related events.
- AI Automation – Use of scripts and workflows to automate routine resolutions, fulfillments, queries, etc.
- Cockpit – Dashboard where engineers have a single pane of glass to view all relevant information for an incident (e.g. ticket information, related events, monitoring, analytics).
- Analytics – Graphical representation that provides insights into large volumes of underlying data.
- M/L Anomaly – Use of machine learning to detect unusual behavior in a device or environment.
- M/L Prediction – Use of machine learning to detect behavioral patterns and statistically predict the next event in a behavioral pattern. It provides a high-probability prediction about something that will occur in the future.

Logicalis Managed Services combines multiple technologies required to provide real-time monitoring integrated with our Service Management/Workflow system to drive efficient proactive and reactive support.
Monitoring and management details for the technologies included in this RFP are found in the appendices for each specific technology.

Next-Generation Managed Services

Most organizations operate in on-premises, cloud, and edge environments. While often connected to the same network, many of these environments are managed separately, making it difficult to predict issues or prevent them from taking operations down. Logicalis takes the management of your computing environments to the next level using our Digital Service Platform (DSP). Powered by Artificial Intelligence Operations (AIOps), DSP focuses on prediction and prevention instead of remediation after the fact. This breakthrough Digital Service Platform powers digital transformation with services that deliver unparalleled levels of business uptime through sophisticated design and artificial intelligence.

The Key to Next-Generation Managed Services

According to Gartner, AIOps platforms are "software systems that combine big data and AI or machine learning functionality to enhance and partially replace a broad range of IT operations processes and tasks, including availability and performance monitoring, event correlation and analysis, IT service management, and automation." But AIOps is more than tools and algorithms. For the most trusted, accurate results from AIOps, organizations should consider addressing these three pillars of data science:

Compute - We use robust compute and data lake technologies to ingest and analyze massive data sets.

Algorithmic Skills - We work with a team of PhD-level data scientists to tune, contrast, and compare algorithm results based on accuracy and speed.
Business Knowledge – We have deeply knowledgeable business and process people working with the data scientists, who understand the full spectrum of data involved and how to achieve the desired impacts and outcomes.

An Unprecedented, AIOps-Powered Technical Foundation

The Logicalis Digital Service Platform uses machine learning and automation to enhance the Managed Services experience we deliver to customers and alter it with richer insights and visibility, unprecedented prediction and prevention, and automated resolutions and responses.

Logicalis DSP Benefits:

Significant reduction in outage cost – Delivers greater levels of business continuity—and drives down costs—through early incident detection, automated remediation, and predictive incident prevention.
Maximum business productivity – Prevents business disruption by intelligently correlating events and systems and detecting anomalies and behavioral patterns for advanced warning of system issues.
Optimized system productivity – Improves system performance through early detection and remediation of performance issues and resource constraints before they become issues.
Maximum user productivity – Enhances the user experience and productivity through optimized service activation, operational excellence, and service level coordination.
Accelerated business value – Speeds time to value as your service goes live and all relevant service components are auto-activated.
Consistent global services – Delivers a consistent service experience, no matter where in the world you are, with a platform used by Logicalis operations centers and engineers.

Optimal Services Program

Partnering with an organization like Logicalis, which has the people, processes, and technological platforms to deliver operational efficiencies, is the best way to stay ahead of your business's changing demands. At Logicalis, our array of solution design and consulting services, provisioned consumption-based offerings, managed services, and lifecycle services are all built on a best-practices framework backed by world-class ITIL processes designed to help you manage your technology infrastructure more efficiently and cost-effectively while responding proactively to your organization's transformation goals.

Using an array of leading service management tools and finely tuned processes, our Optimal Services platform enables our Managed Services operations to:

- Professionally manage your IT infrastructure
- Deliver consistency in your IT services and the user experience you provide
- Reduce operational costs
- Achieve fast IT infrastructure maturity

In short, Optimal Services is an incredible framework that has been painstakingly designed to deliver repeatable, consistent services across all participating geographies while still giving us the ability to remain flexible and agile in meeting your unique regional needs.

ITIL processes are used to provide a framework to measure what your provider is doing. ITSM tools make it possible to apply all of the ITIL best practices built into the tools and DSP, linking to systems Logicalis manages for our clients - essentially delivering state-of-the-art service management efficiencies right out of the box. Service Definitions are used to define the tasks Logicalis will execute to keep the client's systems in good working order. The Logicalis Digital Service Platform builds on traditional ITSM, and layers of machine learning and applied algorithms designed and maintained by our data scientists to move from reactive to predictive support.

Monitoring & Event Management Summary

Logicalis Monitoring & Event Management includes proactive monitoring for the identification of events and alerts. Logicalis monitors and identifies events or thresholds that have been exceeded in accordance with the parameters in the Service Definition.

Incident Management Summary

Procedural resolution of issues with escalations and SLAs, leveraging AIOps to continually reduce MTTR and shift to Incident Avoidance via predictive Change Management. The primary aim of Logicalis' Incident Management process, based upon ITIL, is to restore service operation as quickly as possible and maintain the best possible service quality and availability for the customer's business operations.

Deliverables include:

- Incident management services, including identification, logging, processing, escalation, and resolution management, including third-party vendors as required.
- Incidents will be automatically generated by our monitoring tools or created via agreed customer contact methods.
- Escalation procedures based on formal, pre-defined criteria and processes.
- Customer notification when an incident occurs and during resolution updates.
- Incident resolution activity tracking, including updates from engineers as applicable.
- Incident reporting via Logicalis' IT Service Management Portal, including these standard reports:
  - In Progress
  - Opened Last Month
  - Closed Last Month
  - All Incidents – 12 Months
- Assignment of incident priority using pre-defined algorithms, as defined below.
- Integration with Logicalis' "Crisis Management" process where applicable.
- In cases where a permanent resolution is not yet available, a workaround will be established to resolve the Incident.

Incident Priority is a function of both:

- Impact - the assigned impact (importance) of the affected Configuration Item (CI) / Device, or the affected Business Service (if the CI is not provided or known).
- Urgency - the urgency is either assigned by the associated monitoring alarm or the data collected from the user reporting the issue.

Incident priority is determined by the table below. For example, a High Urgency Service Impacting Event on a High Impact device is a Priority 1 Incident, whereas a Medium Urgency Service Impacting Event on a Medium Impact device is a Priority 3 Incident.

Incident Priority Matrix

	Device Impact		
Event URGENCY	High	Medium	Low
High	Priority 1	Priority 2	Priority 3
Medium	Priority 2	Priority 3	Priority 4
Low	Priority 3	Priority 4	Priority 5

Standard Target Resolution Times for Managed Devices by Priority

	Incident		
Priority	**Email Notification**	**TRT***	**Phone Call (24x7)**
Priority 1	15 min	4 hr	15 min
Priority 2	15 min	8 hr	N/A
Priority 3	Upon Request**	16 hr	N/A
Priority 4	Upon Request**	32 hr	N/A
Priority 5	Upon Request**	48 hr	N/A

Problem Management Summary

Logicalis' Problem Management, based upon ITIL, identifies root causes of relevant Incidents as well as recommended resolutions to the root causes. The resolutions may require Logicalis' Change Management to implement recommended changes. The core objective is to find the root cause and remedy, prevent or reduce the impact of future Incidents and Problems, and minimize recurring issues and Incidents that cannot be prevented.

Deliverables include:

- Create Problem records where there is no known error, for:
- "Critical" or "High" priority Incidents
- Repetitive issues / recurring Incidents
- Problem analysis report with recommendations
- Generate workaround and known error documentation in the Knowledge Base
- Review, and approval, by both Logicalis and the customer, of the root cause analysis & resolution recommendations

Change Management Summary

Logicalis' Change Management, based upon ITIL, has the objective of providing standardized methods and procedures used to handle changes efficiently, with minimum disruption to IT Services. Changes include additions, modifications, or removal of Configuration Items (CI's) initiated and managed by Logicalis.

Change Types are defined by Logicalis and include:

- Routine – low risk, low impact, pre-defined changes. Some routine changes are classified as pre-approved.
- Comprehensive - a planned change in response to a request, planned activities, or to implement a non-urgent correction.
- Emergency – an expedited change where urgent service correction is required to prevent an imminent service outage or respond to an urgent legislative directive.

The customer is involved in the approval process of all change types except for pre-approved Routine Changes as defined by Logicalis.

Deliverables include:

- Change processing including:
  - Technical planning documentation, including back out planning
  - Schedule planning
  - Risk assessment, including conflict and impact evaluation
  - Change evaluation
  - Defined approval process
  - Configuration Management
  - Controlled planning and execution
  - Success measures against target execution window and planned results
- Pre-defined processing rules based on impact, risk, priority, and Change Type
- Formal, work-flowed, approval processes involving:
  - Customer designated approvers
  - Logicalis Change Advisory Board (CAB)
  - Logicalis Emergency Change Advisory Board (ECAB)
- Emergency Change processing with expedited processing and approvals
- Activity and status tracking

Request Fulfillment Summary

Logicalis' Request Fulfillment, based upon ITIL, provides the ability for customers to request additions, removals, or changes to existing services and technologies managed by Logicalis. The Request catalog is defined in each Logicalis service. Requests can be made via Logicalis' Self-Service Portal or via phone calls to Logicalis. Requests may be subject to customer approval. Certain Requests will be fulfilled via Logicalis' Change Management process.

Deliverables include:

- Request catalog items available for selection via Logicalis' Self-Service Portal
- Request recording and work-flow processing
- Request fulfillment activity and status tracking
- Request Reporting
    - In Progress
    - Opened Last Month
    - Closed Last Month

Service Level Definitions

- Managed - Server - MS Windows
- Managed - Enterprise Systems - MS Office365 Exchange
- Managed - Enterprise Systems - Azure AD Connect
- Managed - Enterprise Systems - Azure Active Directory

Option 2 - DWP - Identity and Collaboration

New Commerce Experience + Traditional Managed Services + DWP (Identity and Collaboration)

In this option, Logicalis is adding the Digital Workplace (DWP) Identity and Collaboration service on top of our traditional Managed Services that were outlined in Opiton 1. The M365 suite has continued to evolve with new software and services being launched all the time. In order to keep up with the pace of change coming from Microsoft, Logicalis has expanded our offerings to include the Digital Workspace managed service, which incorporates additional support services related to the M365 licensed features and functionality. We've summarized the additional services that are included with this option:

Identity and Collaboration Services

Logicalis Identity and Collaboration service, (part of the Digital Workplace Employee Collaboration services) provides ongoing maintenance, configuration and administration of supported identity providers and collaboration platform. This includes proactive and continuous monitoring of usage analytics, security and policy management, to ensure they are in line with Logicalis and vendor best practices. The service aims to improve collaboration and teamwork, enhance meeting experience, ultimately driving increased adoption of collaboration suite.

Identity Management

Summary: Ongoing maintenance and management of customers enterprise identity platform to deliver directory access, SSO and multi-factor authentication services.

Responsibilities include:

- Provide cloud-based policy management and administration
- Active Directory synchronization monitoring
- Single Sign On, conditional access and MFA configuration and management

Deliverables include:

- Fulfillment of approved requests
- Enhance and improve identity score
- Compliance on MFA enabled account

Exclusions from service:

- Management of on-premises infrastructure and services, including Active Directory services
- Management of any networking infrastructure
- Unsupported identity providers
- Set up of AD Sync from on-premises directory
- End-user device support

Managed M365

Summary: Ongoing support and maintenance of customers M365 collaboration suite to drive collaboration and productivity improvement. The service includes administration and configuration of all M365 apps and excludes SharePoint development and Teams Voice calling services.

Responsibilities include:

- License management
- Support services across the M365 platform
- Manage supported and approved devices using pre-configured policies and templates
- Administer policy and configure changes using agreed Change management processes.
- Monitoring and administration of certificates and work with customer to procure certificates
- Assign applications to authorized users
- Manage E-Discover Messages for Compliance or Deleted Items Restoration
- Configuration management across email– DNS MX, mailbox limits, storage sizes, attachment limit, transport rules, connectors, and domains.
- Configuration management across other Teams and SharePoint (Excludes development)
- Security management

Deliverables include

- Fulfilment of approved requests
- Enhance and optimise device M365 collaboration experience
- Increase adoption across all M365 services

Security Management

Summary: Ongoing maintenance of M365 security.

Deliverables: Ongoing delivery of monthly patches and security definitions and maintain a security score of >90% secure score and complete activities required to sustain and increase this score.

Deliverables include:

- Maintain 5 open recommendations for security optimization based on the highest importance to improve secure
- Weekly review of recommendations until a score of > 90% is maintained, resulting in < 5 monthly security recommendations
- Review and assess security recommendations and complete remediations to improve overall security score
- Maintain security baseline across M365 tenant and configure for increased security

Note: Microsoft Compliance Manager is not in the scope of base service.

Exclusions from service:

- Continuous security event monitoring
- Configuration of security playbooks for Automated Investigation and response (AIR)
- Professional or managed services relating to the uplift of identified opportunities to increase Microsoft Secure Score.

User Adoption Recommendations

Summary: Ongoing assessment and review of M365 usage to improve collaboration and productivity

Deliverables include:

- Review and analyse usage analytics and spend to help investigate trends, and recommend strategies to implement to help increase collaboration
- License optimization recommendations
- Contribute to overall proactive maintenance actions
- Presentation of roadmaps and upcoming future releases to assist your organization stay ahead with innovation
- Reporting of month on month returning, usage and activation of users and technology to assist with measuring adoption (where applicable)
- Optional training and change management packages to improve adoption of new services with staff (price on application)

Proactive Maintenance

Summary: Proactive and ongoing improvement of collaboration, identity and security scores

Deliverables include:

- Draw preventative maintenance plans via outputs from PIR, Service Improvement Plans and Monitoring events.
- Execute "maintenance plan" for all categories of maintenance services
- Ongoing assessment of M365 analytics to improve collaboration, identity and security score
- Maintain up to 5 open recommendations for score optimization based on the highest importance
- Proactively Implement remediation items (where additional licenses or service enablement is required, this is conducted as a project)
- Weekly review of recommendations until a score of > 90%
- Recommend the use of these best practices in your organization to help you see where you are on your digital transformation journey in monthly reports.
- Provide proactive recommendations prior to licence or certificate expiry (including an assessment of implications); and / or licence breaches (e.g., excess users).
- Contribute to Availability Management, Capacity Management and Cost Optimization processes (where applicable)
- Provide proactive alerts where hardware failure has occurred on in-scope items (where applicable)
- A baseline will be established during onboarding and improvements over the baseline is represented in monthly reports.

As part of the Digital Workplace service, Dupage County will also get access to the Logicalis Digital Fabric Dashboard. The Dashboard is a foundation for change, as organisations continue to advance digital transformation initiatives, the layers of digital infrastructure is becoming more complex.

With so many competing priorities, pressure to reduce costs and carbon emissions, disparate technology and tools, and an advancing IT skills gap, both problems and opportunities can become hard to see, and even harder to address.

So how do you really know if you're making progress? To truly optimise, you must simplify and combine the layers of digital infrastructure to form a solid foundation.

At Logicalis we harness our collective expertise to help you build a **blueprint for success in a digital-first world**. So, you can create a sustainable business, with outcomes that matter. We recognise that you're advancing your digital business, fast. Through our managed services, we ensure that your business can evolve as you evolve by helping you to create a **digital fabric** that weaves throughout your entire technology suite – unifying and elevating your IT infrastructure – to give you greater control, visibility and a clear path forward.

Gain economies of scale in interoperability performance

When you break down what you need to transform your organisation, there's often overlap between priorities and it's hard to know where to begin. Our Digital Fabric ties together your transformation initiatives efficiently, uncovering synergies and capturing savings as you go.

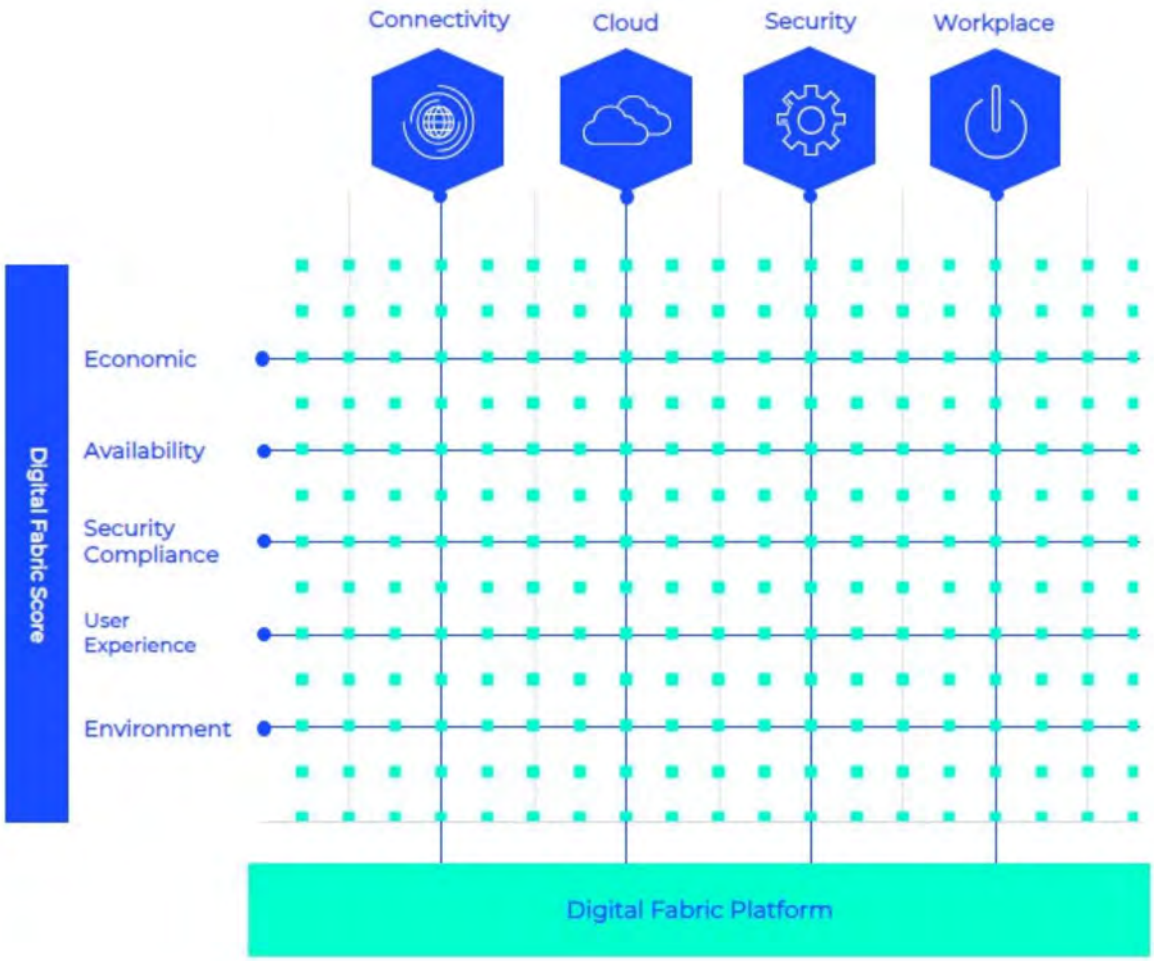
Get a real time view of your entire technology suite

Disparate systems don't build a solid foundation – they create gaps and inefficiencies. By bringing the layers of digital infrastructure together into a central Digital Fabric Dashboard, you can get a real time view that spans your technology suite, ensuring you stay on top of performance and ahead of surprises.

Harness actionable leadership benchmarks

Forget guesswork – through our **Digital Fabric Scoring system** you can gain access to industry benchmarks across environment, economics and user experience, showing you exactly how your organisation measures up against the competition.

How does it work?
Our Digital Fabric encompasses our global solutions which are designed to help you **reduce risk**, **optimise operations** and **empower employees.** We use our objective scoring system – the **Digital Fabric Score –** to benchmark you in each solution area against competitors in your industry so you can see how you measure up.
This data is combined into the **Digital Fabric Platform –** to ensure insights are shared, resources are evenly spread, costs are optimised, and emissions and security are controlled across your entire digital fabric.



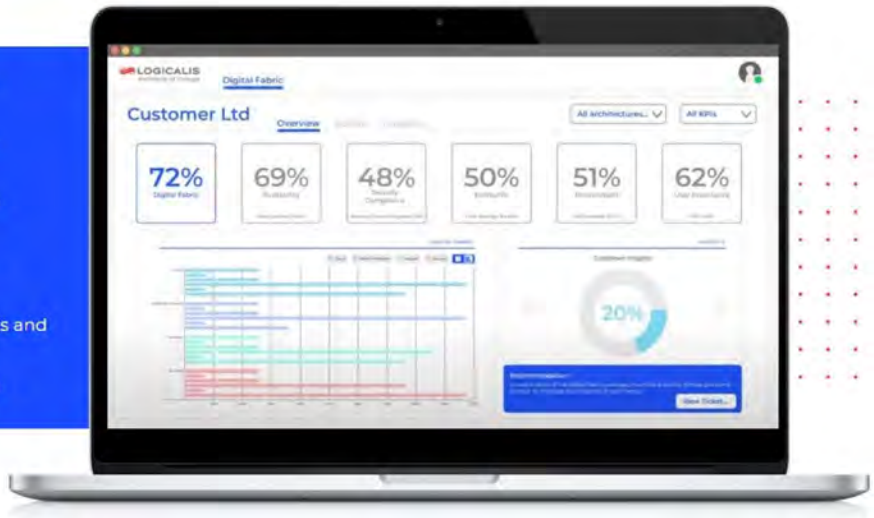
The Digital Fabric Score

The Digital Fabric Score allows you to drive performance across your entire digital fabric. Not only do you get a view of how you measure up against similar organisations within your industry, but we also provide practical recommendations to help you improve.

The Digital Fabric Platform

See how your digital fabric measures up with access to:

- A centralised view of data across your services and their consumption
- A dashboard that shows cost, security and compliance anomalies
- Advanced reporting that assists you with cost optimisations
- Ongoing assessments against Logicalis and other industry compliance standards
- Recommendations from the Logicalis team on how to improve



Option 3 - DWP - Identity, Collaboration and Endpoint Management

New Commerce Experience + Traditional Managed Services + DWP (Identity and Collaboration + Endpoint Management)

In this option, Logicalis is adding the Digital Workplace (DWP) Endpoint Management service on top of our traditional Managed Services and DWP - Identity & Collaboration services. We've summarized the additional services that are included with this option:

Endpoint Management – Managed Services

The Logicalis Digital Workplace Endpoint Management service provides end-to-end management of user device experience. This includes proactive and continuous monitoring of user device telemetry (endpoint analytics) and ongoing maintenance of Windows endpoint Operating System to deliver optimal user experience. The service delivers a current, consistent, and secure user device experience and includes annual Windows build servicing, monthly patching and packaging of drivers and applications for Microsoft Intune.

This service is made of end-user support, Microsoft Intune based device management and management of endpoint security. These are outlined in subsequent sections.

Microsoft Intune

Summary: Ongoing maintenance and configuration of Microsoft Intune

The services also include management of approved mobile devices using Intune. For Mobile device management, it is mandatory that all devices are managed via Microsoft Intune and MDM management service enabled by Logicalis.

Responsibilities include:

- Manage supported and approved devices using pre-configured policies and templates
- Administer policy and configure changes using agreed change management processes.
- Configure policies related to deployment rings and features such as auto-pilot.
- Monitoring and administration of certificates and work with customer to procure certificates
- Assign applications to authorized users
- Perform remote wipe/ unlocks of devices upon receiving approvals
- Report on hardware and software inventory
- Use of Mobile Application Management (MAM) policies to publish, push, configure, secure, monitor, and update mobile apps

Deliverables include :

- Fulfillment of approved requests
- Enhance and optimize device onboarding and off-boarding
- Device compliance trends

Exclusions from service:

- Support for technology not under management.
- Unapproved devices or endpoints – only corporate devices included in scope
- Mobile Device Management onboarding and migration of existing devices
- Management of on-premises System Centre Configuration Manager (SCCM)
- Onsite services. All services included in this service is delivered remotely.
- Request items not listed in the request catalogue
- Management and troubleshooting of MDM solution outside Intune.
- Management of Telco and Mobile partners, including warranty repair

Hardware Warranty Maintenance

Ongoing support and administration of endpoint hardware warranty by coordinating with endpoint Tier 1 OEM vendor for warranty maintenance and escalated vendor support.

Responsibilities include:

- Log calls with vendor for any hardware related event for technology under support

- Scheduling with customer on available for hardware replacements in line with warranty specifications
- Escalate and coordinate with OEM vendor for driver or firmware related bugs impacting operation of users' operating environment
- Remote application of firmware update (excludes any onsite services)

Deliverables include
- Processing of warranty requests identified during investigation
- Firmware updates

Exclusions include
- Onsite services
- Stock maintenance
- Active maintenance agreement (Hardware & Software) for the endpoint
- Hardware related call not related to technology under management
- Services not covered by hardware warranty

Windows Servicing
Summary: Logicalis will ensure customers Windows endpoint OS based operating environment is maintained using standardised methods and procedures that enable the efficient handling of releases into production and with minimum disruption to IT Services. The management of release updates to Windows will operate via Change management.

Responsibilities include:
- Assess business and user functional requirements
- Assess existing infrastructure, tools, and core applications to ensure compatibility
- Assess minimum desktop hardware configuration requirements.
- Functionality testing of standard applications packaged by Logicalis and built into operating environment.
- Facilitate acceptance, pilot testing and acceptance testing.

Deliverables include:
- Annual update and deployment of operating environment in pilot and production rings
- Offline servicing of operating environment to improve new device onboarding experience
- Ongoing support of operating environment escalated from Level 1 Service desk
- Reporting on windows build summary

Customer responsibilities:
- Onsite services unless otherwise included in scope.
- Provide requirements for operating environment for each device type
- Provide authorised user for applications to be packaged
- Provide base applications to be integrated into standard operating environment
- Financial responsibility of licenses and hardware
- Participate in assessment workshops
- Complete user acceptance testing

Application Packaging and Software Distribution
Summary: Ongoing packaging of applications and driver updates.
Application packaging provides a mechanism for organisations to streamline delivery of software to their end users through 'packaging' or 'bundling' required software elements and supplemental settings into a distributable bundle that can then be loaded into Microsoft Configuration Manager and allocated for delivery to assigned individuals.

Responsibilities include:
- assess packaging requirements

- create and publish application package suitable for deployment
- develop, functional test (including testing of sociability of standard applications within the SOE);
- facilitate acceptance, pilot testing and acceptance testing.
- Support and remediate application package problems

Deliverables include
- Annual packaging of application and hardware drivers – thresholds identified in catalogue.
- Distribution to packages to pilot and deployment rings
- Ongoing support of packaged application

Customer responsibilities:
- Provide environment for testing of application packages
- Participate in pilot deployment of packages
- End user communication of packaging instructions (if any)
- Support of existing applications packages not packaged by Logicalis
- Complete user acceptance testing

Patch Management
Summary: Ongoing maintenance of security across the endpoints

Deliverables: Ongoing delivery of monthly patches and security definitions and maintain a security score of >90% secure score (or equivalent) and complete activities required to sustain and increase this score.

Deliverables include:
- Delivery of patches – in-band (monthly) and out-of-band including Zero day, in line with Change management processes.
- Identity recommendations for security optimization to improve overall secure score
- Assess the patch and submit an assessment of risk and recommended implementation priority
- Review and assess security recommendations and complete remediations to improve overall security score
- Maintain security baseline across the end user operating environment

Exclusions from service:
- 3rd party application patching and updates
- Non-Windows Operating system
- Request items not listed in the request catalogue

Proactive Maintenance
Summary: Proactive and ongoing improvement of productivity and security scores to improve continuous user and device experience and prevent user disruptions.

Deliverables include:
- Draw preventative maintenance plans via outputs from PIR, Service Improvement Plans and Monitoring events.
- Execute "maintenance plan" for all categories of maintenance services
- Ongoing assessment of endpoint analytics to improve productivity and satisfaction in your organization.
- Maintain open recommendations list for score optimization based on the highest importance
- Proactively Implement remediation items (where additional licenses or service enablement is required, this is conducted as a project)
- Recommend the use of these best practices in your organization to help you see where you are on your digital transformation journey in monthly reports.
- Start-up and shut-down the systems configuration, management & monitoring system according to defined schedules or upon approved Change Management request

- Provide proactive recommendations prior to licence or certificate expiry (including an assessment of implications); and / or licence breaches (e.g., excess users).
- Contribute to Availability Management, Capacity Management and Cost Optimization processes (where applicable)
- Provide proactive alerts where hardware failure has occurred on in-scope items (where applicable)
- A baseline will be established during onboarding and improvements over the baseline is represented in monthly reports.

Logicalis Tooling Requirements

- Logicalis ITSM Platform
- LogicMonitor for monitoring and event management services
- Logicalis PAM solution for secure remote and privileged access
- Logicalis Observability platform

Section 6. Proposal Pricing

Pricing is an important aspect of the overall evaluation of the Vendor's response. Please provide the level of detail necessary to clearly identify all up-front and continuing costs. If multiple options are presented, separate pricing for all alternatives should be specified. Clarification regarding responses may be sought. As indicated previously, a sealed Pricing Document should be submitted in a separate proposal document.

Please see separate Document titled "Financial Response to Proposal."

Section 7. Appendices

Section 7.1 Vendor Information (Document A)

Section 7.2 Vendor Qualification form (Document B)

Section 7.3 Sub-Contractors (Document C)

Section 7.4 Insurability Statement (Document D)

Section 7.5 Illinois Security and Immigration Compliance Act (E-Verify) Affidavit (Document E)

Appendices (Section 7)

Document A (Section 7.1)

VENDOR INFORMATION
Company Name: Logicalis, Inc.
Company Address: 3500 Lacey Road, Suite 200, Downers Grove IL 60515
Authorized By (typed or printed name): John O'Neill
Title: Sr. Director Area Sales
Telephone Number: (630) 730-9520
Email Address: Sandy.Shute@us.logicalis.com

Document B (Section 7.2)

VENDOR QUALIFICATION FORM

Company Name: Logicalis, Inc.

Address: 3500 Lacey Road, Suite 200, Downers Grove IL 60515

When Organized: April 8, 1998 Where Incorporated: New York

How many years have you engaged in business under the present firm name? 20+ years

Has bidder ever refused to execute a contract at the original bid amount? No

Has bidder ever been declared in default on a contract? No

Comments:

Authorized By (typed name): John O'Neill

Authorized Signature: Signature on File

Title: Sr. Director Area Sales Date: 9/25/23

Document C (Section 7.3)

SUB-CONTRACTORS

I do____, do not_X_, propose to sub-contract some of the work on this project. I propose to sub-contract work to the following contractors.

NAME	ADDRESS	TYPE OF WORK

Document D (Section 7.4)

INSURABILITY STATEMENT

By submission of this form, this firm confirms the ability to acquire and maintain the required levels of insurance as outlined in the bid document. It is the understanding of this firm that proof of insurance must be provided prior to contract execution and maintained throughout the entire term of the contract.

Company Name: Logicalis, Inc.

Authorized Signature: Signature on File

Title: John O'Neill, Sr. Director Area Sales Date: 9/25/23

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 202___ My Commission Expires: _____

_____ [NOTARY SEAL]

Notary Public

Document E (Section 7.5)

ILLINOIS SECURITY AND IMMIGRATION COMPLIANCE ACT (E-VERIFY) AFFIDAVIT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 1310-91, stating affirmatively that the individual, firm, or corporation which is contracting with Clerk has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to Clerk at the time the subcontractor(s) is retained to perform such service.

148902 _____ September 2, 2008 _____
EEV/E-Verify™ User Identification Number Date of Authorization

Company Name: Logicalis, Inc. _____

Signature on File

Authorized Signature: _____

Title: John O'Neill, Sr. Direc _____ Date: 9/25/23

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 201___ My Commission Expires: _____

_____ [NOTARY SEAL]
Notary Public

* Or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

Section 8 – Logicalis' Appendices

Terms & Conditions

Logicalis reserves the right to negotiate terms and conditions with Dupage Cty Clerk of the Cir Court upon being selected as the successful proposer. Additionally, upon selection, Logicalis will develop a Statement of Work for the services to be provided. Signed acceptance of the SOW will be required before resources and delivery of services can be scheduled.

Specific Exceptions/Clarifications
Logicalis is attaching the following exceptions/clarifications for discussion purposes.

LOGICALIS
Business and technology working as one

2600 S. Telegraph Road
Suite 200
Bloomfield Hills, MI 48302

T 248.957.5600
F 248.957.5601
www.us.logicalis.com

18th Judicial Circuit Court Clerk DuPage County, Illinois
RFP #23-101-CCC
Microsoft 365 Hosting and Managed Services for the DuPage Circuit Clerk ("RFP")
Due Date: September 25, 2023

EXCEPTIONS

Logicalis, Inc., ("Logicalis" or "Provider") submits its Response to the RFP contingent upon the exceptions identified herein, which are incorporated by reference into its Response. Logicalis takes exception to the following provisions in the RFP:

> Notwithstanding anything to the contrary in the RFP, Logicalis reserves the right to negotiate mutually acceptable terms of any contract arising from successful award of this RFP.

LOGICALIS
Architects of Change

Datasheet

Logicalis Managed Services

Logicalis combines an innovative platform with extensive engineering knowledge to ensure your IT environments operate at peak performance—so you can focus on your business.

Overview

Most businesses today face IT skills gaps and shortages that show no signs of slowing. When they are flush with talent and expertise, IT teams must focus on strategic business initiatives and not waste time on the day-to-day operations of your infrastructure. In fact, in a recent report, 74% of IT decision makers report that they cannot meet their organization's demand for IT expertise with internal resources only.[1]

Logicalis Managed Services delivers unparalleled levels of business uptime through our AIOps-powered Digital Service Platform. The platform connects, automates and manages services in a standardized way to ensure consistent high quality. It can predict and prevent failures and automatically deliver a self-healing resolution when needed. The result is unrivaled service levels, clarity and confidence through reduced risk and increased system performance.

Focus on your business with Logicalis Managed Services

Logicalis Managed Services combines an innovative platform with extensive engineering knowledge to ensure your IT environments operate at peak performance. Instead of reactive service level agreements, our AIOps-powered Digital Service Platform proactively delivers the assurance, awareness and responsiveness needed to achieve your business outcomes and improve results.

The platform not only uses market-leading predictive capabilities and advanced preventative measures to ensure continuous uptime, it puts enhanced data at your fingertips, enabling you to make more apt and timely decisions. By removing technology barriers and streamlining infrastructure management, you can finally begin to realize your digital transformation goals.

[1] "IT Leaders Leverage Outside Expertise To Achieve Business Outcomes: A Spotlight On IT Services Providers," Forrester.com, 05/2021.

Most Logicalis managed services customers have already been moved onto our Digital Service Platform. Trends we can see:

- 70-80% reduction in incidents
- 40% more data for greater insights

Benefits

- *Strategic business focus* – Ensure that you have the skills and expertise to keep IT systems running at peak performance—especially when you have skills gaps and talent shortages.
- *Continuous business operations* – Rely on artificial intelligence and machine learning to predict and prevent failures and implement a fully automated, self-healing resolution when needed.
- *Consistent service delivery* – Interconnects and activates relevant services to ensure consistent, reliably service delivery that is perfectly aligned with what was contracted.
- *Globally delivered* - Roll out the same services on the same platform to all your business units, no matter where in the world they operate.
- *Reduced risk* – Provides structure, clarity and confidence by reducing risk and significantly increasing customer's business uptime
- *Improved reliability* – Ensures stability and continuity of your environment, ensuring that your business is continually driving business outcomes.

Service Offering	Traditional MSP	Logicalis Legacy Platform	Logicalis Digital Service Platform (DSP)
Standard IT Service Management	•		
Standard Monitoring	•		
Proprietary Framework		•	•
Proprietary Service Portfolio*		•	•
Global IT Service Management		•	•
Dynamic Integrated Monitoring		•	•
Integration Hub		•	•
AUTOMATION			
Self-Healing Event Resolution			•
Automated Request Fulfillment			•
Real-Time Troubleshooting			•
MACHINE LEARNING			
Event Clustering			•
Anomaly Detection			•
Prediction & Prevention			•
COLLABORATION			
Operational Cockpit			•
Dynamic Skills Allocation			•
ANALYTICS			
Device Trends			•
Environmental Trends			•
Dynamic Analysis			•

"Firms are looking to IT services providers to not only continue helping with the day-to-day operations of their business, but also for strategic guidance aligned with business objectives. IT services providers offer their expertise and best practices, enabling internal staff to focus on innovation efforts and achieve critical outcomes." [2]

What we can do for your organization?

Contact Logicalis to learn how we can help.

Visit
www.us.logicalis.com

Call
866 456 4422

[2] "IT Leaders Leverage Outside Expertise To Achieve Business Outcomes: A Spotlight On IT Services Providers," Forrester.com, 05/2021.

LOGICALIS
Architects of Change

General Information

Document Control

Title	Dupage Cty Clerk of the Cir Court - Microsoft 365 Hosting and Managed Services
File Name	Proposal_DUPA7095201
Release Date	September 25, 2023

This document is issued as draft and subject to final agreement of terms and conditions intended to be ratified during the process of contract negotiation. Until such time as this process is complete, the sole purpose of this document is to provide information, protected by copyright and confidentiality. This document neither in whole or part forms any binding contract for the services described. The contents of a final Quotation/Statement of Work and final contractual terms are subject to due diligence and successful contract negotiation.

Logicalis US Details

We welcome any inquiries regarding this document, its content, structure or scope. These should be directed to:

Title	Account Executive
Name	Sandy Shute
Telephone	(630) 730-9520
Email	sandy.shute@us.logicalis.com

Copyright Information

© 2023 Logicalis, Inc. All trademarks are acknowledged. All rights reserved.

Freedom of Information

Many of Logicalis' customers are in the public sector and Logicalis is well aware of the obligations imposed on its public sector customers by the United States Freedom of Information Act ('FOIA'). Logicalis' policy is to co-operate with its public sector customers to assist them in meeting their obligations under the FOIA.

Logicalis considers that the following sections of this Response are confidential or commercially sensitive and that disclosure of all or part of the information contained in these sections may harm Logicalis' commercial interests:

Solution Design: The solution has been derived from the intellectual effort, knowhow and expertise of Logicalis staff and consultants and may contain proposals that are original or innovative. The disclosure of this information to Logicalis' competitors may give them an unfair advantage in competing with Logicalis in future similar projects.

Costs Section: Disclosure of Logicalis' costs to competitors is likely to give those competitors an unfair advantage in competing against Logicalis in future bids and may reduce the competitiveness of future tenders.

Customer References: Information relating to customers is frequently protected by confidentiality obligations where disclosure is permitted only for specified purposes, such as providing details to potential new customers. Disclosure of this information to others may be in breach of these confidentiality obligations and disclosure of this information to competitors may harm Logicalis' commercial interests by assisting competitors to compete for business from those customers.

Proposal for Microsoft 365 Hosting and Managed Services for DuPage Circuit Clerk RFP #23-101-CCC

Dupage Cty Clerk of the Cir Court
505 N County Farm Rd
Wheaton, IL 60187

Kevin Vaske
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Samantha Houk
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September 25, 2023

Proposal_DUPA7095201

Submitted by:
Logicalis, Inc.
Sandy Shute, Account Executive
3500 Lacey Road, Suite 200
Downers Grove IL 60515

Section 6. Proposal Pricing

Pricing is an important aspect of the overall evaluation of the Vendor's response. Please provide the level of detail necessary to clearly identify all up-front and continuing costs. If multiple options are presented, separate pricing for all alternatives should be specified. Clarification regarding responses may be sought. As indicated previously, a sealed Pricing Document should be submitted in a separate proposal document.

Please see separate Document titled "Financial Response to Proposal."

Option 1 - Current Offering

Below is a pricing summary for all of the services offered in **Option 1:**

New Commerce Experience Licensing (M365)

LOGICALIS
Architects of Change

Quote Date: 8/24/2023

Customer: DuPage County Circuit Court Clerk

Account Number: A-1338

Client Type: Corporate

Account Executive: Sandy Shute | (331) 777-3708 | Sandy.Shute@us.logicalis.com
Microsoft Licensing Team: Bobbi Brooks - Cloud.Centralis@us.logicalis.com

Quote valid through the end of current month / Pricing locked in for 12 months from date of initial purchase

CSP - Cloud Solution Provider

Resource/Product Id			Item Name	Anniversary Date	MSRP	Monthly Price	Months Quoted	Unit Pricing	Quantity	Total	Licenses Assigned
NCE - Microsoft 365 / Online Service Products (12 Month Option)											
			Monthly Billing (Base Products)								
CFQ7TTC0LCHC	2	P1Y	Microsoft 365 Business Premium	30-Apr	$ 22.00	$ 20.50	1	$ 20.50	264	$ 5,412.00	260
CFQ7TTC0LH16	1	P1Y	Exchange Online P1	30-Apr	$ 4.00	$ 3.73	1	$ 3.73	1	$ 3.73	1
NCE - Audio Conferencing/Calling Plans/Meeting Rooms (12 Month Option)											
			Monthly Billing								
CFQ7TTC0JXCZ	4	P1Y	Microsoft Teams Audio Conferencing w/dial-out to USA/CAN		$ -	$ -	1	$ -	20	$ -	11
Support Products											
			Monthly Billing								
			Advanced Support Services (24x7 Hours - up to 5 Admins)			$ -	Included in Product Pricing			$ -	

Microsoft 365 Product(s) 1 Year w/Monthly Billing Total	$	5,415.73
Support Product(s) Monthly Billing Total	$	-
Initial Invoice Total	$	5,415.73
Monthly Recurring Pricing for Applicable Product(s)	$	5,415.73
Annual Recurring Pricing for Applicable Product(s)	$	64,988.76

Please note these are all Estimates any changes in products or quantities may affect the pricing.

Logicalis Managed Services (60 Month Term)
MR – Monthly Recurring
NR - Non-Recurring

Quote #	**04004882**
CRM #	
Customer	DuPage County
Account Rep	Sandy Shute
Term	60 Months

Comments	Item	Quantity	Part Number	Description	NR Unit Price	MR Unit Price	NR Extended Price	MR Extended Price	N
	1	1	OSPNC-TS-TRNSTNSRVCS	**Transition Services**	$0.00	$0.00	$0.00	$0.00	
	2	1	PV-CAB-MS-ESY-365-OWATST-MGD	**Office 365 Exchange - Add: OWA Login Testing**	$0.00	$230.38	$0.00	$230.38	
	3	1	MS-ESY-365-INTMBX-MGD	**Microsoft Office 365 Exchange Management - Includes 100 Mailboxes**	$0.00	$330.00	$0.00	$330.00	
	3.1	2	MS-ESY-365-ADDMBX-MGD	- Microsoft Office 365 Exchange - Add: 100 Mailboxes	$0.00	$165.00	$0.00	$330.00	
	3.2	1	MS-SRV-WIN-MGD	- Microsoft Windows Server Management (Hybrid Exchange Server)	$0.00	$175.00	$0.00	$175.00	
	4	1	MS-EA-AZRADCON-MGD	**Microsoft Azure AD Connect Management**	$0.00	$110.00	$0.00	$110.00	
	4.1	1	MS-SRV-WIN-MGD	- Microsoft Windows Server Management	$0.00	$175.00	$0.00	$175.00	
	5	1	MS-ESY-AZRADBSEENV-MGD	**Microsoft Azure Active Directory Management**	$0.00	$330.00	$0.00	$330.00	
	5.1	3	MS-ESY-ACTVDIRADD100ACCNTS-MGD	- Microsoft Active Directory Users - Add: 100 User Accounts	$0.00	$165.00	$0.00	$495.00	
						Total:	**$0.00**	**$2,175.38**	

Statement of Work for CSP Order, and Microsoft 365 Hosting and Managed Services

Prepared by Logicalis for
DuPage County Circuit Clerk

To the attention of:
Kevin Vaske
505 N County Farm Rd
Wheaton, IL 60187-3907
(630) 407-8647
kevin.vaske@18thjudicial.org

November 9, 2023

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Section 1. Solution and Order Overview

This offer document is comprised of two parts: (i) an order for CSP subscriptions, which is described in and exclusively governed by the terms and conditions set forth in Section 2; and (ii) a statement of work for managed services described in and exclusively governed by the terms and conditions set forth in Section 3. All capitalized terms in Section 2 shall have the meaning ascribed to them as set forth therein, and likewise, all capitalized terms in Section 3 shall have the meaning ascribed to them in Section 3.

Section 2. CSP Order

2.1. CSP Subscriptions

Item	Qty	Part Number	Description	Subscription Term (Months)	Invoicing Frequency	Recurring Charge	Extended Price
M365 Annuity							
1	264	CFQ7TTC0LCHC	Microsoft 365 Business Premium Anniversary Date: 04-30-2024	12 Months	Monthly	$5,412.00	$5,412.00
2	1	CFQ7TTC0Lh16	Exchange Online P1 Anniversary Date: 04-30-2024	12 Months	Monthly	$3.73	$3.73
3	20	CFQ7TTC0JXCZ	Microsoft Teams Audio Conferencing w/ Dial-out to USA/CAN Anniversary Date: 04-30-2024	12 Months	Monthly	$0.00	$0.00
				Annuity Total		**$5,415.73**	**$64,988.76**

2.2. CSP Commercial Terms

Subscriptions

1. The Product (as that terms is defined and used in the Logicalis Terms and Conditions of Sale) subscriptions identified in the table above (each a "Subscription") are sold under one of two pricing models: (a) a fixed term subscription; or (b) a consumption subscription (e.g. pay as you go) model.

   1.1. **Fixed Term Subscriptions.**

   1.1.1. Products sold under fixed term subscriptions are sold for a minimum term of 12 months and may be longer, as set forth herein. This Order will identify whether the applicable Subscription will be paid on a monthly or annual basis.

   1.1.2. For those subscriptions billed monthly, Customer will be billed the applicable monthly Subscription price in advance for each month on Customer's scheduled invoice date. For those Subscriptions billed annually, Customer will be billed in full in advance of the Subscription commencement date, or, if applicable, at the Customer's next scheduled monthly invoice.

   1.1.3. The unit price for the Subscription will not change during the term of that Subscription.

   1.1.4. Any subsequent adjustments to Subscription (e.g., adding seats) made mid-billing cycle will be calculated and post-billed at the subsequent invoice. Such adjustments shall be co-terminous with the existing Subscription.

   1.1.5. Fixed term subscriptions will automatically renew for a term equal to the initial term of the underlying Subscription at the end of a Subscription Term. Customer may opt out of automatic renewal by updating the Subscription through the Logicalis CloudCentralis portal either in advance of the next scheduled invoice or in accordance with the returns policy for new subscriptions.

   1.2. **Consumption Subscriptions**

   1.2.1. Except for Reservations, Azure consumption subscriptions refers to one-month subscriptions that are billed based on actual usage in the preceding month without upfront commitment. Consumption subscriptions will be billed at Customer's next billing cycle and will include all usage from the prior month. Pricing will be based on the pricing in effect during the current billing cycle. The unit price for a Subscription sold on a consumption basis may change during the subscription period.

   1.2.2. Azure consumption subscriptions automatically renew unless cancelled. Azure Consumption Subscriptions can be cancelled at any time and any usage before cancellation will be billed in the next scheduled invoice date.

   1.2.3. Invoicing will be based on Customer's monthly consumption. Logicalis will invoice, monthly in arrears, for Customer's actual usage of all services consumed in the prior month. Any addition services not set forth herein and project-based services shall be defined in a separate statement of work.

   1.2.4. Pricing in the table above reflects the estimated price based on customer's anticipated consumption at the time of contract initiation.

   1.2.5. For Azure Reservations, Customer is agreeing to an advanced purchase of eligible Microsoft Azure Services for a specified term (e.g. Reserved VM Instances, reserved capacity, etc.). Reservations are non-cancellable and expire at the end of the specified term.

2. If Customer identifies a discrepancy between any quantity, Product fee, or other amount (a) as invoiced or payable to Logicalis, versus (b) as reported by Customer or reflected in Customer's records, then Customer must report that discrepancy to Logicalis within twenty (20) days after the invoice issue date and must provide adequate and timely assistance to Logicalis to investigate and resolve the discrepancy. Logicalis reserves the right to correct non-material errors on invoices by sending a courtesy corrected invoice, provided that the due date reflected on the original invoice will not change and late fees or interest will accrue from the original due date. If Logicalis determines that Customer has overpaid, Logicalis will give Customer a credit. Any payment disputes will be treated separately from Customer's obligation to pay invoices and other amounts when due, and Customer may not withhold or offset any amounts due before the dispute is resolved or any related credits are issued (and then only in the amount of such credit).

3. If (a) Customer fails to pay the invoice in full when due, or (b) Customer takes an unauthorized offset on amounts owed, Logicalis may take any (or any combination) of the following actions to the maximum extent permitted by applicable laws, and without waiving any other right or remedy it may possess, after notice to Customer of any failure to make timely payment:

I. charge a recurring late charge on the past due amount equal to 1.5% per month (or the legal maximum, if less). The recurring late charge will accrue daily from the payment due date through the date of actual payment;
II. suspend all pending orders, further shipments, or Customer's access to Subscriptions under this Order;
III. require the prepayment of Subscription fees on future orders, place Customer's account on hold, reduce Customer's credit limit, or require that Customer provide a bank guarantee or other form of security; or
IV. withhold the past-due amount from any other amounts payable by Logicalis to Customer under the Agreement.

CSP Tenant and/or Transfer Details

Subscriptions in scope	Description
CSP Support Tier	• (Advanced) CSP Support Services
New CSP Subscription Requirements	• Customer Name of Primary Subscription Owner: • Desired Subscription Name:
EA to CSP Transfer Requirements:	• Number of the target enrollments: • Email address of Enterprise Agreement Enrollment Account owner or billing owner for transferred Subscription: • Enrollment number and account to transfer for the source enrollment
Existing CSP to Logicalis CSP Transfer Requirements	• Customer Name: NA • Customer email: NA • Current CSP Partner Name:NA • Current CSP Partner Microsoft ID:NA • Existing Subscription Name: NA
Special notes / comments	Microsoft ID: d3678ef5-c51b-42ec-aa28-cb7fc6afd26
CSP Customer Admin Contact Information (For CSP Support)	• Name: Craig Larson • Email: clarson@18thjudicial.org • Phone: 630-407-8579
Microsoft Customer Agreement:	Customer must accept and provide Logicalis with confirmation of acceptance to Microsoft Customer Agreement Terms and enroll Logicalis as support provider in Microsoft portal. Microsoft Customer Agreement: https://www.microsoft.com/licensing/docs/customeragreement

2.3. CSP Terms and Conditions

1. Unless otherwise expressly stated herein, the term of the Subscriptions set out in this ordering document ("Order") shall commence on the date this Order is signed by the last party to sign it ("Commencement Date") and shall continue in effect until (i) all Subscriptions procured under this Order have been terminated, or (ii) in the case of a non-renewed fixed term, the end of the fixed term ((i) and (ii) together, the "Term"). During the Term, Logicalis will perform certain functions associated with the purchase, activation, support and management of Customer purchased Products as further set forth in Section IV. Notwithstanding the foregoing, if Customer activates the Subscription before the Commencement Date, the Subscription will commence on that date.
2. Logicalis' Terms and Conditions of Sale, found at https://us.logicalis.com/tcsales, are incorporated herein by reference and govern the purchase of the Microsoft subscription Products and the support as part of the Product subscriptions. The resale of the subscriptions are Products.
3. By signing this Order, Customer hereby also agrees to the Microsoft Customer Agreement ("MCA") located at https://www.microsoft.com/licensing/docs/customeragreement and represents and warrants to Logicalis that it: (i) accepts the terms and conditions of the MCA; and (ii) enrolled Logicalis as a support provider in the Microsoft portal. Upon request by Logicalis, Customer shall provide Logicalis with any additional proof necessary to substantiate Customer's acceptance to this Microsoft Customer Agreement. Failure to provide such confirmation may result in the disablement of Customer's account. All capitalized terms used but not assigned a definition in this Order shall have the meaning ascribed to them in the MCA.
4. All Products Customer purchases under the MCA during the Term are included in and subject to the MCA regardless of purchase date. If Microsoft updates the MCA, then Customer must accept the new MCA prior to or at the submission of a subsequent order (which is not a subsequent adjustment to an existing Subscription) or the renewal of a Subscription.
5. Upon cancellation, Customer will have ninety (90) days to migrate any Customer Data to either a new Subscription with Logicalis, with Microsoft directly, or to some other service. Logicalis shall not be responsible or have any liability for data lost due to Customer's failure to migrate within this time frame if the migration is to another provider or Microsoft.
6. The Product Terms applicable to Products purchased hereunder are published at http://www.microsoft.com/licensing/contracts and are hereby incorporated by reference into this Order and shall govern the Customer's use of the Products. The Product Terms may be updated by Microsoft from time to time.
7. Any variation in quantity or requested delivery may result in price changes. Prices are subject to change without notice in the event the Product's manufacturer/provider changes their published pricing.
8. Customer consents to Logicalis' use of Customer Data only to provide Customer with the Products and the support services specified under this Order and to assist Customer in the proper administration of the Products. To the extent required by law, Customer shall notify the individual users of the Products that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by Logicalis and shall obtain the users' consent to the same.
9. Customer may directly order Products within their designated CSP Subscription via the Microsoft portal and/or Logicalis CloudCentralis portal. This activity by the Customer will be treated as an order with Logicalis on behalf of the Customer under the terms of hereunder and at the price set by Logicalis. Logicalis will monitor Customer activities and manage any limits on the types or volume of services that Customer can provision or deprovision.
10. The following requirements, or equivalent, must be always met for Logicalis to provide, and continue providing, the CSP Service in Section IV and any other agreed upon Microsoft 365 and Azure related services:
    a. By default, during the enablement of Azure Subscriptions, the Admin on Behalf of (AOBO) is set in the form of a "Foreign Principal", which is assigned the "Owner" role in the Azure Subscription. Furthermore, the "Foreign Principal" also is assigned the Azure Active Directory "Global administrator" role, effectively the equivalent of being assigned Delegated Admin Privileges in Azure Active Directory.
    b. During the Term, Customer will ensure required Logicalis staff have "Admin Agent" permissions to the Azure environments being managed. This permission is set forth at: https://docs.microsoft.com/en-us/partner-center/permissions-overview#manage-commercial-transactions-in-partner-center-azure-ad-and-csp-roles.

c. In addition, during the Term, Customer will provide Logicalis with the Partner Admin Link for the Logicalis Microsoft Partner ID for the duration of this Term. This process is defined here: https://docs.microsoft.com/en-us/azure/cost-management-billing/manage/link-partner-id.
d. Customer authorizes Logicalis to place orders on Customer's behalf and to manage in all aspects Customer's purchases and Subscriptions by granting it administrator privileges. If Customer removes Logicalis' administrative permissions to M365 and/or Azure related CSP environments, pricing for Customer's Products will revert to Microsoft Estimated Retail Pricing (ERP).Taxes are added at time of invoice.

11. Unless Customer provides written notice of non-renewal, at least forty-five (45) days prior to the end of the then-current subscription term thereof, then the Microsoft Online Cloud Services shall automatically renew and Customer agrees to pay Logicalis for such renewed subscription term at the rates charged by Logicalis therefore.
12. If Customer is a federal agency, state/local entity, or tribal entity acting in its governmental capacity, then the following terms shall apply:
    a. Notwithstanding anything to the contrary in this Order, for purposes of this Section, all capitalized terms used but not defined in this Order shall have the meaning ascribed to them in Exhibit A of the Microsoft Cloud Agreement US Government Community Cloud found at https://download.microsoft.com/download/2/C/8/2C8CAC17-FCE7-4F51-9556-4D77C7022DF5/MCRA2018_AOC_USGCC_ENG_Sep2018_CR.pdf, which is also incorporated by reference into the MCA.
    b. Any use of Microsoft Government, Academic, or Charity Products are only available for purchase by qualified Microsoft validated customers. Customer acknowledges that Logicalis may receive monetary fees, commission or compensation from Microsoft in connection with the services provided to Customer.
    c. Customer certifies it is a member of the Community and represents that it has agreed to use Government Community Cloud Services solely in its capacity as members of the Community and for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community is strictly prohibited and could result in termination of this Order and/or a Customer's license(s) for Government Community Cloud Services.
    d. Customer may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain. Additionally, Office 365 Government may not be deployed or used in the same domain as other Government Community Cloud Services
    e. Maintaining status as a member of the Community is a material requirement for such services.

Customer acknowledges that the information in this document is considered proprietary and confidential to Logicalis.

2.4. Logicalis CSP Service Definition Attachment

Name	Provision - Enterprise Systems - Microsoft CSP Support
Business Model Description	Logicalis provides support services specific to the selected technology, and within the parameters of documented tasks. The customer can also request support services within the bounds of listed requests. This service provides support services for the customer, offering the skills and experience necessary to provide required assistance upon Microsoft Cloud Solution Provider (CSP) Subscription Services. Details of this service are defined further in the Service Summary, dependent upon the Level of Service selected/required.
Technology Description	Microsoft CSP Services for US based M365 & Azure Commercial Subscription Tenants Microsoft CSP Services for US based GCC M365 Tenants ***Excludes GCC-High Tenants & Azure Gov Cloud Subscriptions*** ***Excludes – Third Party Marketplace Solutions***
Service Summary	**Support:** Support services for this Agreement are limited to commercial and technical support items for only the Microsoft Office 365 and Azure CSP environment(s) as defined in Support Levels below. Other requests for support of business applications, servers, network, security, workstations, printers, mobile devices, and other technologies not specified in this service definition are out of scope. Customer will be required to have additional Logicalis Managed, Monitored, or Professional Service agreements in place to obtain such technical support and management of devices or services. **Support Levels:** **Basic – One Designated Administrator for Self-Service Portal, ServiceDesk Support, Monthly Invoicing**: a) Customer has the option to use the Logicalis CloudCentralis to manage their account by ordering new subscriptions and adjusting license quantities. Upon CSP signing, Logicalis will provide onboarding documentation to assist with portal setup and usage/navigation. On a monthly basis, Logicalis will provide invoicing and billing support for CSP Services based on consumption and usage as contracted. b) **CSP Service Desk:** Our Service Desk provides support assistance during normal business hours via email or phone for incoming queries and issues related to Microsoft Office 365 and Azure cloud services for the primary designated customer administrator. Service Desk is the first line for all CSP service requests. Logicalis will work remotely to troubleshoot problems, identify root cause, and resolve issues in scope. If necessary, Logicalis will act on Client's behalf to escalate and resolve problems via Logicalis' Premier Support Services with Microsoft. **Advanced – Up to (5) Designated Administrators for Self-Service Portal, 24x7x365 ServiceDesk Support, Monthly Invoicing, Quarterly Business Review:** a) Customer has the option to use the Logicalis CloudCentralis to manage their account by ordering new subscriptions and adjusting license quantities. Upon CSP signing, Logicalis will provide onboarding documentation to assist with portal setup and usage/navigation. On a monthly basis, Logicalis will provide invoicing and billing support for CSP Services based on consumption and usage as contracted. Our CSP specialists will also perform a quarterly business review of licenses, updates, and best practices.

	b) **CSP Service Desk:** Our Service Desk provides support assistance on a 24x7x365 basis via email or phone for incoming queries and issues related to Microsoft Office 365 and Azure cloud services for the primary designated customer administrators. Service Desk is the first line for all CSP service requests. Logicalis will work remotely to troubleshoot problems, identify root cause, and resolve issues in scope. If necessary, Logicalis will act on Client's behalf to escalate and resolve problems via Logicalis' Premier Support Services with Microsoft.
Billing, Licensing & Portal Support	Basic and Advanced Support levels include billing/licensing/portal support during normal business hours (M-F 8:00am-8:00pm EST) Email CSP.Sales@us.logicalis.com
CSP ServiceDesk Contact Info	Commercial / Technical support can be accessed via email request or phone at: Phone: 513-883-6126 Email: CSP.Support@us.logicalis.com
Service Requirement	Customer must sign and provide confirmation to Logicalis on agreement of the Microsoft Customer Agreement terms and conditions prior to leveraging this service. The contract can be located at: https://www.microsoft.com/licensing/docs/customeragreement
Support Scope	**CSP Commercial & Technical Support Scope:** Logicalis CSP Services offer the Customer Self Service capabilities. Logicalis will help enable customers to be self-sufficient with Logicalis CloudCentralis and provide support from customers that need additional diagnosis of issues to the best of our ability. If unable to resolve an issue, Logicalis can escalate issues to Microsoft via CSP support vehicles. Logicalis will serve as the first point of contact for support requests for the following scenarios around billing and subscription management:

Billing	Support resolution of billing issues between the Logicalis and the customer
Tenant creation and administration	Support resolution of issues related to creating new customer tenants when these tasks cannot be successfully completed
User creation and administration	Support resolution for creating new user accounts within the customer tenant when these tasks cannot be successfully completed. Support resolution for issues with admin level access to users within the customer tenant.
License procurement within tenant	Support resolution of issues related to procuring new products and subscriptions within the customer tenant
License assignment and reassignment to users within tenant	Support resolution of issues related to assigning and reassigning available licenses to user accounts within the customer tenant
Deployment and activation of license to end customer device	Support resolution of issues related to ensuring the end customer can deploy the licenses they have procured

Microsoft Premier Support Service Escalation

Logicalis, as a Tier 1 CSP provider owns the customer CSP relationship from end-to-end. CSP customers are unable to create support requests directly with Microsoft and Logicalis will attempt to resolve issues or escalate to Microsoft, those that are within scope of the baseline support boundaries.

Microsoft's SLA on escalated Support is:

Impact	Severity	Time for initial response *
Critical	A: Significant loss or degradation of services. Production services down.	Two hours
Moderate	B: Moderate loss or degradation of services. Production services partially affected.	Four hours
Minimal	C: Minimal loss or degradation of services. Services still available or non-production services affected.	Eight hours

Operating Models

Name	Summary	Condition
Service Desk	Procedural Resolution of Issues with Escalations as needed	Included
Request Fulfillment	Request Submissions and Fulfilment Processing	Included

Supported Items/Devices

The following devices/software are supported in this Service Definition.

Name	Required Components	Limits
Microsoft M365	Microsoft NCE Agreement and acceptance of Microsoft Customer Agreement. Microsoft M365 subscription through Cloud Service Provider (CSP) program	Administration and configuration of individual service packages such as exchange online and or SharePoint for example is not included in this service. SLAs for the M365 availability are the responsibility of Microsoft.
Microsoft Azure	Microsoft Azure Plan and acceptance of Microsoft Customer Agreement Azure IAAS services delivered through the Microsoft Cloud Service Provider (CSP) program.	Administration, configuration and setup of Azure services are not included in this service. SLAs for Azure Services are the responsibility of Microsoft.
Microsoft D365	Microsoft NCE Agreement and acceptance of Microsoft Customer Agreement	This support service is limited to PowerBI, Power Platform and Power Apps. Administration and setup of Microsoft D365 services are not included in this service.

		SLAs for D365 Services are the responsibility of Microsoft.
Microsoft Perpetual Software	Limited to On-Premises Based software licensing	No Additional support is provided beyond invoicing for perpetual software licensing

Request Fulfillments

The following Request Fulfillments are available on-demand through the Logicalis Service Management Platform:

Name	Description	Limits
Add Subscriptions	Request to add new product subscriptions.	All changes via Cloud Centralis
Change Licensing	Add or remove a customer reported quantity of licenses on the CSP platform	
Company Profile	Customer can request changes to company location and primary contacts.	
Remove Licensing & Subscription suspension	Removes and suspends the use of a license on the CSP platform. Request to suspend active subscription to stop future billing.	Limited to Legacy or NCE month-to-month or at anniversary/renewal. Partial month billing may be incurred.
Name	**Description**	**Limits**
Azure Subscription Access	Provisioning and management of Azure users within customer Azure subscriptions.	Logicalis is not responsible for integration with Active Directory and will only provision online users.
Azure Subscription Maintenance	Provisioning and management of Azure subscriptions within each customer tenant for additions, removals, or changes to existing services.	Logicalis will only perform maintenance on subscriptions within the CSP program portal.
Validate Service Availability	Logicalis will validate that an Azure IAAS service is properly available within the customer environment. If the service is not available, Logicalis will manage communication with Microsoft to determine resolution of the incident.	

Time and Materials Statements

Any requests not detailed above, or part of any related service not described within this service offering will be out of scope and assessed on a time and materials basis. This includes, but not limited to:

Items	Note
Azure Migrations	Logicalis can assist in the migration of existing workloads and data from an on-premise or other cloud platform to Azure.
Azure Provisioning	Logicalis can assist in setting up new workloads and services within Azure.
Infrastructure and Topology Changes	Any infrastructure change that involves adjustment of topology or configuration of new functionality in O365 applications or Azure subscriptions.

On-Premises Email Migration	Logicalis can migrate data from your on-premises Exchange Server to Exchange Online, along with any files that need to be migrated to SharePoint and/or OneDrive.
Non-Microsoft Email Migration	Logicalis can migrate data from your Non-Microsoft Exchange Online email provider to Office 365 Exchange Online, along with any files that need to be migrated to SharePoint and/or OneDrive.
Configuration of 3rd Party Tools	Configuration and management of any form of 3rd Party Azure Tools.
Application migrations	Migration applications to the Azure platform.
Application Troubleshooting	Troubleshooting any compatibility issues with customer deployed applications on Azure
Non-standard Network Troubleshooting	Troubleshooting network issues associated client-side networking configurations, Internet traffic issues, or private connectivity.

Section 3. Managed Services Statement of Work

3.1. Services Overview

Logicalis offers a portfolio of solutions allowing our customers to leverage the correct service that best meets their needs. Details regarding the Service Offerings are described in the respective Attachment(s).

3.1.1. Monitored & Managed Services

Logicalis offers two primary service types, which are detailed in the applicable attachment(s) and summarized in the table below.

Service Item	Service Type	
	Monitored	Managed
24x7 Service	✓	✓
Monitoring & Event Detection	✓	✓
Portal & Reporting	✓	✓
Service Catalog		✓
Service Request Management		✓
Incident Management		✓
Remote Administration		✓
Crisis Management		✓
Problem Management		✓
Change Enablement		✓

Logicalis Managed Services provides full-service options for 24x7 IT management services for remote administration of information systems infrastructure. Unless otherwise stated, all Logicalis Monitored & Managed Services offerings are provided on a 24 hours per day, 365 days per year basis regardless of Service Level.

3.1.2. Setup Services

Logicalis provides setup / on-boarding services as part of the transition process of the contracted services offerings.

3.2. Contracted Services and Pricing

The list below describes the Customer's selected services and the prices for those services. These prices are valid only for the Term of this SOW. The prices do not include any taxes, if applicable, which will be the Customer's responsibility. Additional information regarding the details of each selected service offering can be found in the applicable Attachment(s) to this SOW.

3.2.1. Contracted Services and Pricing

					Unit		Extended	
Item	Qty	Part Number	Details	Term	NRC	MRC	NRC	MRC
	Monitored & Managed Services							
1	1	OSPNC-TS-TRNSTNSRVCS	Transition Services	60 Months	$0.00	$0.00	$0.00	$0.00
2	1	PV-CAB-MS-ESY-365-OWATST-MGD	Office 365 Exchange - Add: OWA Login Testing	60 Months	$0.00	$230.38	$0.00	$230.38
3	1	MS-ESY-365-INTMBX-MGD	Microsoft Office 365 Exchange Management - Includes 100 Mailboxes	60 Months	$0.00	$330.00	$0.00	$330.00
3.1	2	MS-ESY-365-ADDMBX-MGD	- Microsoft Office 365 Exchange - Add: 100 Mailboxes	60 Months	$0.00	$165.00	$0.00	$330.00
3.2	1	MS-SRV-WIN-MGD	- Microsoft Windows Server Management (Hybrid Exchange Server)	60 Months	$0.00	$175.00	$0.00	$175.00
4	1	MS-EA-AZRADCON-MGD	Microsoft Azure AD Connect Management	60 Months	$0.00	$110.00	$0.00	$110.00
4.1	1	MS-SRV-WIN-MGD	- Microsoft Windows Server Management	60 Months	$0.00	$175.00	$0.00	$175.00
5	1	MS-ESY-AZRADBSEENV-MGD	Microsoft Azure Active Directory Management	60 Months	$0.00	$330.00	$0.00	$330.00
5.1	3	MS-ESY-ACTVDIRADD100ACCNTS-MGD	- Microsoft Active Directory Users - Add: 100 User Accounts	60 Months	$0.00	$165.00	$0.00	$495.00

Summary Pricing	Non-Recurring Charges	Monthly Recurring Charges
Managed Services	$0.00	$2,175.38
Total	**$0.00**	**$2,175.38**

Where applicable, a dashboard/self-service portal is available for the Customer to query reports, analyze graphic data, report issues, make requests and approve changes.

In the event the parties enter into a Project Change Request to add and/or remove a device, the Project Change Request will state the change in the monthly recurring charges ("MRC") and any applicable non-recurring charges ("NRC").

3.2.2. Monitored Services Incremental Pricing Categories

Customer will incur the following charges upon Customer request(s) for the type(s) of system change(s). Charges incurred will be invoiced on a monthly basis.

Incremental Pricing Categories	Per Device Change Fee
Device Threshold & Configuration Change	$15.00
Network Device Move/Add/Change/Remove	$20.00
Server/Database/Backup/Storage Move/Add/Change	$30.00

For large scale requests involving the categories noted above, Logicalis reserves the right to require a mutually accepted Project Change Request and/or to charge Customer on a Time and Materials basis (instead of the per device change fee).

3.3. Out of Scope Rates, Travel Expenses

3.3.1. Out of Scope Rates

Any service delivery request outside of the scope of this SOW will be evaluated on a case-by-case basis and, if approved, be executed through a separate SOW or executed through a Project Change Request to this SOW.

3.3.2. Travel Expenses

Travel expenses will be tracked separately and billed directly to Customer. Travel expenses will include cost incurred from travel (airfare, rental car, mileage, tolls, and lodging). Meals, if any, will be billed at the per diem rate of $65.00.

3.3.3. Invoicing

Invoicing for Time and Materials and Travel Expenses will occur once per month at month end.

3.4. SOW Change Enablement Process

Changes to the SOW will be negotiated separately through this Change Enablement process. In the event either party desires to change this SOW, the following procedures shall apply:

1. Either party shall notify the other party of any requested changes. Logicalis will deliver a Project Change Request to Customer for review and execution. The Project Change Request will describe the nature of the change, the reason for the change, and the effect the change will have on the SOW, which may include changes to the contracted services and/or prices.
2. If both parties agree to implement the Project Change Request, the appropriate authorized representatives of the parties will sign the Project Change Request, indicating the acceptance of the changes by the parties.
3. Each executed Project Change Request will be incorporated into, and made a part of, this SOW.
4. No party is under any obligation to proceed with the Project Change Request until such time as the Project Change Request has been agreed upon by both parties.

In the event of a conflict between a Project Change Request and the original SOW, or previous fully executed Project Change Request, the most recent fully executed Project Change Request shall prevail.

Should the sum of fully executed PCRs over the life of the contract reduce the total monthly charge below 70% of the original MRC Logicalis reserves the right to exercise early volume reduction fees. Those fees shall be calculated at that point as 25% of the difference between the MRC on the Commencement Date and the then-current MRC, multiplied by the number of months remaining in the Term.

3.5. Term and Early Termination

Pricing Validity Length. This SOW is for services only and the pricing shall remain valid for ninety days from the date this SOW was first provided to Buyer. Upon Logicalis' receipt of the fully executed SOW, the pricing shall be secure for the length of the "Term" (as described below), except as may be adjusted on an annual basis as set forth herein.

Commencement Date. As used in this SOW, "**Commencement Date**" means the first day of the month in which the total monthly recurring services are billed to the Customer. The Commencement Date will be February 1, 2024. Should Logicalis provide monthly recurring services in advance of the Commencement Date, Customer shall be responsible for payment of those monthly recurring services upon invoice and in accordance with the payment terms.

Term. The initial term of this SOW is 60 months and will commence on the Commencement Date (the "**Initial Term**"). Thereafter, this SOW will automatically renew for successive one (1) year periods (the "**Renewal Term**"; together with the Initial Term, the "Term") unless terminated by either party upon written notice to the other at least sixty (60) days before expiration of the then-current Initial Term or Renewal Term.

The MRC in each year of the Renewal Term will automatically increase by (a) ten percent (10%) over the MRC set forth in the Initial Term or applied in the preceding year of the previous Renewal Term, as applicable, AND (b) the percentage by which the consumer price index, as last reported by the Bureau of Labor Statistics of the United States Department of Labor, has increased beyond the consumer price index reported by the Bureau of Labor Statistics of the United States Department of Labor in the preceding year.

Logicalis continually endeavors to improve the services it offers to its customers. Accordingly, during the Term, Logicalis reserves the right to modify the SOW-Specific Terms at any time for the purpose of improving the Services or delivery thereof (examples of such modifications include, but are not limited to, enhancement of existing or addition of new technological support).

Early Termination Fee. Customer may terminate this SOW for convenience at any time during the Initial Term upon a minimum of thirty (30) days' prior written notice to Logicalis. Such termination will not become effective until Customer has paid (a) any outstanding invoices still owed, (b) an early termination fee equal to the undepreciated value of any implemented client specific dedicated infrastructure, and (c) an early termination fee equal to twenty-five percent (25%) of the Monthly Recurring Fees for the remaining line items for the remaining months (including partial months) in the Initial Term. In addition, Customer shall not be refunded for any portion of set-up/implementation services fees hereunder. For purposes of computing the Early Termination Fee the "Monthly Recurring Fee" means the monthly recurring fees paid or owed by Customer for the full month immediately preceding the termination or seventy-

five percent (75%) of the monthly recurring fees on the Commencement Date, whichever amount is greater

Logicalis Hardware. Any equipment (including but not limited to VPN router, universal hub appliance, etc.) provided to Customer from Logicalis as part of the Cloud Services and/or Managed Services remains the property of Logicalis. Unreturned equipment will be charged back to Customer at the then-current Manufacturer's Suggested Retail Price (MSRP) if it is not returned to Logicalis within thirty (30) days from the date of termination.

3.6. Managed Services Terms and Conditions

This Statement of Work ("SOW") is made and entered into pursuant and subject to the terms of the Master Solutions Agreement between DuPage County Circuit Clerk and Logicalis, dated December 5, 2012, and are incorporated herein by reference. All items not specifically detailed in this SOW are considered out of scope. All capitalized terms in this SOW shall have the same meaning as defined in the Agreement, unless otherwise specifically defined in this SOW.

3.7. Monitored & Managed Services Attachment

Logicalis' Monitored & Managed Services provides full service monitoring and management of customer's configuration items. Managed Services includes Event Monitoring, Incident Management, Problem Management, Change Enablement, Reporting, Portal access etc. The Operating Model list shows the full list of services provided.

Logicalis' Monitored & Managed Services include the following Operating Models detailed in the Operating Model section of this SOW:

Table 1: Monitored & Managed Operating Model Summary

Service Item	Service Type	
	Monitored	Managed
24x7 Service	✓	✓
Monitoring & Event Detection	✓	✓
Portal & Reporting	✓	✓
Service Catalog		✓
Service Request Management		✓
Incident Management		✓
Remote Administration		✓
Crisis Management		✓
Problem Management		✓
Change Enablement		✓

3.7.1. Operating Models

<u>Monitoring & Event Management</u>

Summary

Monitoring Configuration Items, and Classifying and Routing Alarms

Deliverables
Logicalis Monitoring & Event Management includes proactive monitoring for the identification of events and alerts. Logicalis monitors and identifies events or thresholds that have been exceeded in accordance with the parameters in the Service Definition.

Deliverables include:
- Monitor Configuration Item (CI), health and identify events or thresholds that have been exceeded within the CI
- Logicalis will maintain the inventory of monitored Equipment
- Logicalis' monitoring will automatically distinguish Actionable Events from non-Actionable events as defined in the Service Definition
- Once an event has been prioritized as an incident a ticket is opened in the Service Management System
- Summarized monitoring data is stored for 1 year
- Actionable events are automatically classified as High, Medium, or Low urgency based on the severity of the event

Customer Responsibilities
- Customer will open all Logicalis required ports, and any other required access, to enable monitoring and management
- If a device requires trap management to be used, the customer will allow Logicalis to receive traps

Notes
- If Logicalis does not manage or monitor a device(s) that is preventing Logicalis' ability to detect events, then the situation is considered outside of Logicalis' responsibility
- Changes to hostnames or IP addresses without prior notification to Logicalis will result in temporary discontinued monitoring/management and may require a billable effort to remediate

<u>Service Request Management</u>
Summary
Request Submissions and Fulfilment Processing

Deliverables
Logicalis' Service Request Management, based upon ITIL, provides the ability for customers to request: additions, removals, or changes to existing services and technologies managed by Logicalis. The Request catalog is defined in each Logicalis service. Requests can be made via Logicalis' Self-Service Portal or via phone calls to Logicalis. Requests may be subject to customer approval. Certain Request will be fulfilled via Logicalis' Change Enablement process.

Deliverables include:
- Request catalog items available for selection via Logicalis' Self-Service Portal

- Request recording and work-flow processing
- Request fulfilment activity and status tracking
- Request Reporting
    - In Progress
    - Opened Last Month
    - Closed Last Month
    - All Requests – 12 Months

Incident Management

Summary

Procedural Resolution of Issues with Escalations and SLAs

Deliverables

The primary aim of Logicalis' Incident Management process, based upon ITIL, is to restore service operation as quickly as possible and maintain the best possible levels of service quality and availability for the customer's business operations.

Deliverables include:

- Incident management services including: identification, logging, processing, escalation, and resolution management, including third-party vendors as required.
- Incidents will be created via agreed customer contact methods, or automatically generated (if Monitoring is included with the applicable service).
- Escalation procedures based on formal, pre-defined criteria and processes.
- Customer notification when an incident occurs and during resolution updates.
- Incident resolution activity tracking including updates from engineers as applicable.
- Incident reporting via Logicalis' IT Service Management Portal, including these standard reports:
    - In Progress
    - Opened Last Month
    - Closed Last Month
    - All Incidents – 12 Months
- Assignment of incident priority using pre-defined algorithms, as defined below.
- Integration with Logicalis' "Crisis Management" process where applicable.
- In cases where a permanent resolution is not yet available, a workaround will be established to resolve the Incident.

Resolution & Closure

Incidents are marked as "Resolved" by Logicalis; the customer then has 5 calendar days to reject the resolution or mark the Incident as "Closed" If no action is taken by the customer, the Incident will automatically be marked as "Closed" at the end of the 5th calendar day. Closed Incidents cannot be reopened however new Incidents can be created if required.

Incident Priorities

Priority is a function of both:

- Impact - the assigned impact (importance) of the affected Configuration Item (CI) / Device, or the affected Business Service (if the CI isn't provided or known).
- Urgency - the urgency which is either assigned by the associated monitoring alarm, or the data collected from the user reporting the issue.

The Priority Assignment Table is shown in the "Service Level Agreement" section of this document.

Problem Management

Summary

Root Cause Discovery and Resolution Planning

Deliverables

Logicalis' Problem Management, based upon ITIL, identifies root causes of relevant Incidents as well as recommended resolutions to the root causes. The resolutions may require Logicalis' Change Enablement to implement recommended changes. The core objective is to find the root cause and remedy, prevent or reduce the impact of future Incidents and Problems, and minimize recurring issues and Incidents that cannot be prevented

Deliverables include:

- Create Problem records, where there is no known error, for:
    - CP1 priority Incidents
    - Repetitive issues / recurring Incidents
- Problem analysis report with recommendations
- Generate workaround and known error documentation in the Knowledge Base
- Review, and approval, by both Logicalis and the customer, of the root cause analysis & resolution recommendations

Change Enablement

Summary

Managing Changes for CI Configurations, Settings etc.

Deliverables

Logicalis' Change Enablement, based upon ITIL, has the objective of ensuring that standardized methods and procedures are used for the efficient handling of changes, with minimum disruption to IT Services. Changes include additions, modifications, or removal of Configuration Items (CI's) initiated and managed by Logicalis.

Change Types are defined by Logicalis and include:

- Routine – low risk, low impact, pre-defined changes. All routine changes are pre-approved.
- Comprehensive - a planned change in response to a request, planned activities or to implement a non-urgent correction.
- Emergency – an expedited change where urgent correction of service is required to prevent an imminent service outage or to respond to an urgent legislative directive.

The customer is involved in the approval process of all change types with the exception of pre-approved Routine Changes as defined by Logicalis.

Deliverables include:

- Change processing including:
  - Technical planning documentation, including back out planning
  - Schedule planning
  - Risk assessment including conflict and impact evaluation
  - Change evaluation
  - Defined approval process
  - Configuration Management
  - Controlled planning and execution
  - Success measures against target execution window and planned results
- Pre-defined processing rules based on impact, risk, priority and Change Type
- Formal, work-flowed, approval processes involving:
  - Customer designated approvers
  - Logicalis Change Advisory Board (CAB)
- In the event of an emergency, change processing will fall under the CAB processing and approvals
- Activity and status tracking

Notes

Patch Changes

- Where applicable, Customer must supply all vendor provided patch CD/DVD media or vendor download site access, and the drive for installation, prior to change implementation.
- Customer is required to maintain a support contract at an appropriate level in order to obtain the patch media sets.
- Where applicable, Customer needs to provide the test environment and resources for testing patches, and for testing/deploying new code or technology. Testing of patches with applications is provided by Logicalis on a T&M basis.

Routine Changes

- Routine Changes, defined in the Service Offering Attachment(s), are deemed to be pre-approved and do not require change approval from Customer or Logicalis' CAB.

Emergency Changes

- Emergency Changes will follow an escalated approval process and will bypass Customer approvals. Customer will however be notified of the Emergency Change. Approvals will be documented by Logicalis' Change Board (CAB). Full documentation will be provided after the change and Customer sign-off will be required to confirm restoration of service and change success.
- The Customer will be billed in one (1) hour increments on a premium T&M basis at $280 per hour and will be prioritized immediately after any Emergency Changes or P1 Incident if this Emergency Changes is required as a result of something the

Customer performed in the environment. This will be evaluated before and after execution to ensure adherence to the conditions above. As a result of this evaluation, Logicalis reserves the right to charge this premium T&M rate.

Crisis Management

Summary

Critical Incident Management

Deliverables

Logicalis' Crisis Management process (CP1 process) is an extension of the Incident Management Process that facilitates a special handling for Incidents that Logicalis determines to warrant immediate and focused attention by appropriate parties.

Deliverables include:

- Incidents automatically alert Operations Personnel to a potential Crisis
- Crisis Determination
- Communication
  - Opening a Logicalis Crisis Conference Line with all relevant parties
  - Regular updates with the customer throughout the lifecycle of the crisis, including email notifications to affected parties
  - Communication of recommendations to be executed via standard processes
  - Resolution Confirmation
- Crisis Documentation, where applicable

3.7.2. Portal Reports and Portal Access

Reports

Logicalis provides incident reporting directly through the Self-Service Portal. The "SS-P" license type (see "Portal" section below) allows custom filters and views of ticket data. In addition reports related to specific Service Offerings can be found within the reporting section of the applicable Service Offering Attachment.

The following reports will be produced on a quarterly basis:

- Ticket Performance Report – Shows a summary of how many tickets met the TRT vs. tickets that didn't meet the TRT.
- Missed TRT Report – Shows Ticket Summary information for each ticket that missed the TRT, grouped by Valid misses and Invalid misses. This report will show the target and actual time for each ticket.

Access

Logicalis provides portal access to a variety of information and functions. The following portal user roles define the access and functionality available.

Portal Details

Table 2: Portal Self-Service and Self-Service Plus Details

	Self-Service (SS)	Self-Service Plus (SSP)
Ticket Creation / Approvals		
Report Issues	✓	✓
Request Services	✓	✓
Approve Changes*	✓	✓
Views / Reports		
Knowledge Articles	✓	✓
Dashboards	✓	✓
- My Incidents by State (graph)	✓	✓
- My Open Incidents	✓	✓
- My Requested Items by State (graph)	✓	✓
- My Open Requested Items	✓	✓
Active Incidents	✓	✓
Active Requests	✓	✓
Approvals*	✓	✓
Company Active Incidents		✓
Company Active Requests		✓
Company Approvals		✓
Crisis Status (Incidents in Crisis Status)		✓
Company Dashboards		✓
- Tickets in Progress (graph)		✓
- SLA Analysis (graph)		✓
- Tickets Opened (graph)		✓
- Tickets Closed (graph)		✓
- History Tickets – 12 Months (graph)		✓
- Monitoring Events (INC from Monitoring)		✓
- Configuration Management (graph)		✓
Contracts		✓
Monitoring**		✓
Corporate Catalog		✓
Enhanced Custom Filtering	✓	✓
Administration		
Custom Notifications	Via Request Mgmt	
Delegates	✓	✓
Password Change	✓	✓

* User must be a designated change approver
** Available to those with Monitoring Access – now requires SSP license

3.7.3. Audits

For audit related activities, including but not limited to, requests for custom reports, information gathering, and conference calls with internal or external auditors, Customer will receive 8 hours of effort annually as a component of their current monthly pricing. Any time required over 8 hours annually, will be charged at the Time and Materials rate(s) noted in the SOW.

3.7.4. Monitored Service Level Objectives

Service Levels

The service levels outlined in Table 3 below are applied per device and are intended to be selected according to device importance/impact on the Customer's business. A service offering description in this Attachment provides additional details by device to Table 3 below.

Table 3: Service Level Summary

Service Item	Device Service Level Monitoring
Device Polling	✓
Event Detection	✓

Service Level Notes:

Monitoring Services leverages Logicalis' best practice monitoring tools and service descriptions and extends them either to Logicalis' ticketing system or directly into Customer's own ticketing system. Alarms generated, per each applicable service description are sent to the defined ticketing system. Logicalis sends the following information to the ticketing system instance:

- Category
- Urgency (1-5)
- Comments (full alarm message)
- Short Description (of alarm)
- Configuration Item (short name of the CI [i.e., the monitored name])
- Company
- Correlation ID (the unique monitoring ID for the message)

Unless explicitly provided by Logicalis, the Customer will be responsible for mapping these fields into their ticketing system and auto-creating incidents from the alarm information. Two-way traffic is built into Logicalis' service to provide intelligent communication between tickets and alarms i.e. for clearing alarms if cases are resolved, etc.

Requirements:

Customer shall pay setup fees for integration work between Logicalis' monitoring API and Customer's ticketing system. Customer shall also provide knowledgeable resources to assist with this integration. Onsite HUB hardware will be priced into this solution and shall be set up onsite by the customer at their location. Logicalis will require administrative system access to any monitored device. Logicalis will have sole responsibility to setup probes, change configurations, troubleshoot probes, and remove devices. An additional 50% upcharge to MRC will be applied to any device where Logicalis does not have proper access.

Changes:
After the initial burn-in period any device changes will be charged at the price(s) noted in the Incremental Pricing Categories section. These changes are requested via the Logicalis ServiceNow Ticketing System instance. Requests to support technologies outside of Logicalis Service Portfolio are performed on a Time and Materials basis as defined in the Time and Materials Rates, Travel Expenses section.

Reporting:
A URL, username, and password will be provided to allow Customer access into the monitoring reporting.

Disaster Recovery:
Logicalis has full redundancy in its monitoring infrastructure. Customer has the option, at an additional charge, of an additional on-premises hub that operates in an active/passive manner.

3.7.5. Managed Service Level Agreements

Incident Priorities

Incident priority is determined by Table 4 below. For example, a High Urgency event on a High Impact device is a Priority 1 Incident, whereas a Medium Urgency event on a Medium Impact device is a Priority 3 Incident.

Table 4: Incident Priority Matrix

	Device Impact		
Event URGENCY	High	Medium	Low
High	Priority 1	Priority 2	Priority 3
Medium	Priority 2	Priority 3	Priority 4
Low	Priority 3	Priority 4	Priority 5

Incident Priority Notes:

Event Urgency is determined by either:

- **System Alarm Events** – The Urgency is automatically classified as High, Medium, or Low based on the severity of the alarm event.
- **Service Call Events** – Event urgency is determined by the situation described by the caller.

Table 5: Target Resolution Times for Managed Devices by Priority

	Incident		
Priority	**Email Notification**	**TRT***	**Phone Call (24x7)**
Priority 1	15 min	4 hr	15 min
Priority 2	15 min	8 hr	N/A
Priority 3	Upon Request**	16 hr	N/A
Priority 4	Upon Request**	32 hr	N/A
Priority 5	Upon Request**	48 hr	N/A

* TRT = Target Resolution Time (for High, Medium, and Low service levels). Failure to meet a TRT does not constitute a breach of contract. Resolution for Monitored contracts may be performed on a T&M basis.

** Customer may request to receive these email notifications.

SLA Penalties and Refunds
If any Target Resolution Times (TRT) from Table 5 is not met the following SLA penalties as calculated below shall apply:

Table 6: Service Level Penalties

Incident Priority	Penalty %
Priority 1 (P1)	50%
Priority 2 (P2)	40%
Priority 3 (P3)	30%
Priority 4 (P4)	20%
Priority 5 (P5)	10%

Penalty Payments are calculated as follows:
E (Exceeded Hours) x P (Penalty %) x V (CI Value) = Penalty paid per Incident incurring a missed TRT

Where:

E = **Exceeded Hours** - The total number of incident resolution elapsed hours beyond the Target Resolution Time. This is for "Closed" incidents in the given month and excludes pause conditions, i.e., waiting on vendor, waiting on Customer or other causes beyond the reasonable control of Logicalis. Example: A P1 incident has 4 TRT hours, if the valid elapsed time = 5.5 hours, Exceeded Hours = 1.5 hours.

P = **Penalty %** - This is derived from Table 6 above. Each incident has a priority and each priority has a related Penalty %.

V = **CI Value** - This is the MRC for the device / Configuration Item ("CI") associated with the incident that missed the TRT. For Optimal Threat Platform and Optimal Threat Insight ("Threat Response") the CI Value is one-fifth (1/5) the Optimal Threat Service MRC. For purposes of computing CI Value, "MRC" means the MRC paid or owed by Customer for the full month immediately preceding the incident.

<u>Penalty Notes:</u>

- Penalties only apply to CI's covered by Managed (High, Medium, and Low) service levels.
- Monitored Only devices have no SLA.
- The penalty paid per incident is limited to the monthly value of the CI (i.e., the value of the amount the Customer pays Logicalis for the service associated with the CI each month), but in no event will the CI penalty or penalties, in the aggregate, exceed the MRC paid for the month giving rise to the incident(s).
- Penalties will be calculated monthly and paid quarterly as a credit issued on Customer's account.
- A missed SLA will not be considered a penalty if the missed SLA is caused by reasons beyond the reasonable control of Logicalis. In this situation, the incident will be flagged with "Invalid Missed SLA" and will not be counted toward a penalty payment.

- All Customer terms in this SOW must be met for an incident to be counted toward a penalty calculation. For example, if a service offering is disabled due to customer changes in the environment. Any device with an associated term out of compliance with this SOW will be excluded from any penalty payments.

SLA and Incident Handling Notes:

- Related Incidents will be handled by using a Parent/Child Incident. Multiple Child Incidents will be associated with a Parent Incident to link them. The Child Incidents will be closed when the Parent Incident is closed.
- Incidents related to system or service availability are considered resolved, and the TRT achieved, when the service is restored even if in a workaround state. Related problems will however continue to be addressed toward resolution.
- "Notification" referred to in Table 5 is delivered in the form of an automatic system generated message.
- In addition to the automatic notification message, for Managed devices, Priority 1 issues will receive a phone call within 15 minutes of the Incident being logged. Customer is responsible for maintaining correct escalation and contact information.
- SLA Timers are paused when the Incident is beyond the reasonable control of Logicalis (e.g., when awaiting vendor or Customer response).
- SLA Timers are paused when Incidents require a Change to be executed. The timers will pause from the initiation of the Change Request to the Completion or Cancellation of the Change Process.
- If Logicalis does not manage or monitor a device(s) that is preventing its ability to detect necessary events, then the situation is considered outside of Logicalis' control.
- Logicalis reserves the right to adjust ticket priority levels based on urgency and impact information gathered throughout the ticket life-cycle. For example, if initial information provided by the caller is discovered to be inaccurate.

The penalties and/or credits provided under this Attachment are Customer's sole and exclusive remedy with respect to any failure by Logicalis to meet the availability standard described herein.

3.7.6. Setup Roles & Responsibilities and Assumptions

A. Customer Roles and Responsibilities

1. Complete on boarding information for Customer that includes contact information (telephone, cell phone, pager, e-mail) for those staff involved in the management of Logicalis Service Delivery.
2. For Managed Services, specify Notification, Alert, and Escalation contacts for priority and device types. Customer needs to document who will be notified and how notification will be received (Customer may specify single or multiple notifications and also specify an escalation path).
3. Provide a Customer point of contact for approval and authorization of service requests to Logicalis.
4. Complete Logicalis' user information requests so that applicable Portal Licenses can be enabled.
5. Participate in meetings to understand processes for assignment, escalation, change enablement, and status communication.
6. For Managed Services, modify Self-Service user account information as required.
7. Provide a distribution list, during the integration phase, within Customer's email service for alarm notifications.
8. Ensure that Logicalis is kept up to date with changes to distribution list alarm notifications.
9. For Managed Services, assign and make available a contact person with the authority to make decisions regarding alternative solutions and resolution verification recommended by Logicalis. Logicalis may, without penalty, pause SLA timers if the Customer contact is not available for necessary information or decisions.
10. Install, setup and configure of all hardware (i.e., servers, routers, switches, firewalls, data collectors, etc.) and software (i.e., applications, databases, operation systems, etc.).
11. Customer acknowledges that during the performance of services, Customer may be asked to download software as part of such services. In downloading or receiving of such software, Customer affirms that it has received the software from Logicalis for use in its internal systems only and will use the software internally according to the instructions set forth by Logicalis.
12. Provide all IP information and host name and serial numbers where applicable for all relevant Configuration Items.
13. Configure devices to report SNMP traps unless otherwise noted in this SOW.
14. Work with Logicalis' engineers to tune alarm thresholds where necessary.
15. Enable event forwarding to Logicalis' management systems, i.e., Customer will open all Logicalis required ports to enable monitoring and management.
16. Complete Logicalis Configuration requests detailing Customer's technical environment.
17. Follow vendor's device recommendations for all devices that are not hosted by Logicalis for example cooling / room temperature.
18. Either use a Logicalis-supplied VPN endpoint (preferred) or provide Logicalis access to ping Customer's external interface of their VPN endpoint. This is important in determining the root cause of alarms. In either case, the VPN is required to be a persistent LAN-to-LAN connection.

19. For Managed Services, implement recommendations of Logicalis. Logicalis will always make a best effort to look out for the best interests of the Customer but Logicalis is not responsible for Customer requests that do not follow best practices, Customer requests that lead to poor account integrity, or Customer's non execution of Logicalis recommendations.
20. For Managed Services, Logicalis provides ticketing system functionality to ensure Disaster Recovery (D/R) service fail-over functionality between devices in the ticketing system. Customer is required to identify production/primary devices and fail-over devices. In the event a production server fails and a D/R server is activated as the primary server, Customer may call Logicalis and request that the specific server be moved to "D/R Active" status. Logicalis will ensure the production server is in failed mode and will then activate the "D/R Active" status on the D/R server. The "D/R Active" status will ensure that all incidents and problems are handled with the same priority they would be for the equivalent production server. Customer will be responsible (as part of its D/R procedures) for calling to activate and de-activate the D/R status. Customer will also be responsible for identifying D/R & Production device relationships during the on boarding process and ensuring that Logicalis receives timely updates when changes to the D/R device relationships are made.
21. Work with Logicalis to determine the severity, course of action, and remote assistance for incident resolution.
22. Where necessary, provide site resources to work with hardware vendor service personnel requiring on site access.
23. For Managed Services, provide required access and information to perform relevant management tasks per this SOW. SLA timers are paused while waiting for Customer or vendor.
24. Follow Logicalis' recommendations to resolve identified environmental or resource issues which are currently or can potentially cause future problems.
25. Provide access to vendor ticketing system where required.
26. A monitoring hub is required at each Customer network-isolated data center. Logicalis requires full administrative access to this device in Customer's environment. In the event Customer refuses to provide full administrative access to this device, additional Time and Materials charges will apply for any activities requiring coordination with Customer's administrators. The Customer can choose Logicalis-provided devices, or import Logicalis' preconfigured Linux monitoring VM into Customer's VMware environment. Customer can choose redundant hubs, or a single hub depending on the urgency of the environment. Requirements for monitoring hubs are as follows:

B. Logicalis Roles and Responsibilities

1. Reports, Dashboards and Portal Setup.
2. Configure Service Offering Reports as detailed in each Service Offering Attachment.
3. Participation in meetings to discuss processes for assignment, escalation, change enablement, and status communication.

4. Connectivity Setup on Logicalis' Network including IP addressing information, VPN Connectivity, testing, and documentation of networking support contacts at Customer.
5. Agent, SPI or Probe Installation and Configuration.
6. For Managed Services, review of (Customer completed) Configuration Item information that includes each item to be supported, support identifiers, IP addresses, IDs passwords, support contract IDs and contact information, and configuration documentation.

C. Assumptions

1. Software applications and services not specifically listed in this SOW are excluded.
2. Client side network connectivity including VPN setup and configuration is the responsibility of the Customer unless Logicalis is specifically contracted for this work.
3. Customer's responsibilities for timely and proper completion of the transition and integration project will be discussed and agreed upon prior to project initiation. In order to ensure timely and proper completion of the transition and integration project and unless otherwise mutually agreed, Customer will be provided a 5-day turn-around time for required integration data. Logicalis will follow up, by phone or email, after the 5-day period to attempt to gather outstanding data. If Logicalis does not receive the data within the time period above, Logicalis will send a consultant to Customer's site, at standard T&M and travel rates, to gather the outstanding integration data.
4. Logicalis will perform maintenance on its infrastructure at such times as it deems appropriate and in such a manner so as to maintain compliance with all other provisions of this SOW. Customers will be provided advance notice of any maintenance expected to create an outage.
5. All equipment is housed on Customer's premises unless stated otherwise in this SOW.
6. Logicalis provides remote monitoring or management services for IT Configuration Items owned by Customer. Customer owns and will continue to own all software and hardware being monitored or managed.
7. Connectivity between the Logicalis Operations Center and Customer facility will be via a VPN Connection.
8. Logicalis reserves the right to limit performance metrics in the event the primary connectivity fails and Customer has not established backup network connectivity.
9. All Customer WAN devices will be available for instrumentation and monitoring via one Customer site router, unless otherwise noted. Customer must maintain on-site support if it does not have qualified staff for hardware replacement.
10. Customer will be directly responsible for all vendor hardware and software maintenance contracts.
11. For Managed Services, Customer will grant Logicalis employees access to support contracts and vendor information to grant Logicalis the ability to place support calls on behalf of Customer.

12. Customer servers under Managed Services require remote console access such as KVM, Console cards, or RILO cards to establish remote communications. These devices must be purchased by Customer.
13. Instrumentation tools, as well as monitoring agents, probes and smart plug-ins (SPIs) placed on Customer systems are, and will be, owned by Logicalis unless otherwise noted in this SOW.
14. Any hardware or software deployment is the responsibility of Customer, unless specifically stated herein and agreed upon by both parties.
15. Service pricing is based on a fully-deployed, functional, tested, and production-ready environment available at contract commencement. All parts of Customer's systems are subject to operational review. Logicalis reserves the right to adjust the pricing based on information found during due diligence or integration.
16. Only vendor supported hardware and software (at the time of the incident) are covered by this SOW. Customer is required to maintain a valid hardware support contract for each device for the duration of this SOW. Hardware external to the managed / monitored device enclosure is excluded from the Service Level Agreement. Software applications not specifically listed in the Service Level Agreement are excluded.
17. Host names or IP Addresses changed without notification to Logicalis will result in temporary discontinued monitoring/management and will require a T&M effort to reconfigure.

3.8. Service Offering Attachment(s)

Managed - Server - MS Windows
Managed - Enterprise Systems - MS Active Directory
Managed - Enterprise Systems - MS Exchange
Managed - Enterprise Systems - MS Office365 Exchange
Managed - Enterprise Systems - Azure AD Connect
Managed - Enterprise Systems - Azure Active Directory

Section 4. Statement of Work Acceptance

- CSP Subscriptions
- Managed Services

Acceptance:

To confirm our retention and authorize work to begin on your engagement, please return a signed copy of this document along with a copy of the Purchase Order, if required. Alternatively, you may email a copy to your Logicalis Account Executive or fax a copy to (248) 232 5412. Upon acceptance by Logicalis, a counter-signed copy will be returned to your attention. Any reference to a customer's Purchase Order or P.O. number does not indicate Logicalis' acceptance of terms and conditions referenced on/attached to any such P.O.

Accepted By:	Accepted By:
DuPage County Circuit Clerk	**Logicalis, Inc.**
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date
_____	_____
DuPage County Circuit Clerk P.O. Number (if provided)	Logicalis Engagement Number (when available)
Billing Contact:	**Billing Contact Correction:**
Kevin Vaske DuPage County Circuit Clerk 505 N County Farm Rd Wheaton, IL 60187-3907 (630) 407-8647	_____ _____ _____ _____ _____

Cc: Sandy Shute, Michael Strysik, Bobbi Brooks, Dave Duncan

Section 5. Appendices

Appendix A. General Information

Appendix A. General Information

Contacts

Local Contact	Sandy Shute 3500 Lacey Rd. Suite 200 Downers Grove, IL 60515 (331) 777-3708 Sandy.Shute@us.logicalis.com
Legal Notices	Logicalis, Inc. ATTN: Legal Services 2600 S. Telegraph Road, Suite 200 Bloomfield Hills, MI 48302

Document Information

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Print Date	November 9, 2023

Copyright Information

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Freedom of Information

Many of Logicalis' customers are in the public sector and Logicalis is well aware of the obligations imposed on its public sector customers by the United States Freedom of Information Act ('FOIA'). Logicalis' policy is to co-operate with its public sector customers to assist them in meeting their obligations under the FOIA.

Logicalis considers that the following sections of this SOW are confidential or commercially sensitive and that disclosure of all or part of the information contained in these sections may harm Logicalis' commercial interests:

Solution Design: The solution has been derived from the intellectual effort, knowhow and expertise of Logicalis staff and consultants and may contain proposals that are original or innovative. The disclosure of this information to Logicalis' competitors may give them an unfair advantage in competing with Logicalis in future similar projects.

Costs Section: Disclosure of Logicalis' costs to competitors is likely to give those competitors an unfair advantage in competing against Logicalis in future bids and may reduce the competitiveness of future tenders.

Customer References: Information relating to customers is frequently protected by confidentiality obligations where disclosure is permitted only for specified purposes, such as providing details to potential new customers. Disclosure of this information to others may be in breach of these confidentiality obligations and disclosure of this information to competitors may harm Logicalis' commercial interests by assisting competitors to compete for business from those customers.

THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
MICROSOFT 365 HOSTING AND MANAGED SERVICES FOR THE DUPAGE CIRCUIT CLERK #23-101-CCC
BID TABULATION

Criteria	Available Points	✓ **Logicalis, Inc.**	Golden Five LLC	Triwave Solutions, Inc.
Firm Qualifications	40	**40**	24	30
Project Understanding	35	**35**	31	30
Price	25	**25**	24	13
Total	100	**100**	79	73

Fee and Rate Proposal - 5 Year Total	**$ 455,466.60**	$ 482,845.00	$ 845,201.64
Percentage of points	**100%**	94%	54%
Points awarded (wtd against lowest price)	**25**	24	13

NOTES

RFP Posted on 08/11/2023 Bid Opened On 09/25/2023, 1:30 PM CST by	DW,VC,RJ
Invitations Sent	160
Total Requesting Documents	5
Total Bid Responses Received	3

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: 12/5/2023

Bid/Contract/PO #:

Company Name: Logicalis	Company Contact: Sandra M. Shute
Contact Phone: 630-730-9520	Contact Email: Sandy.shute@us.logicalis.com

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

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

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

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

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

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

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

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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at:
https://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature: Signature on file

Printed Name: SANDRA M. Shute

Title: Sr. Account Executive

Date: 12/5/23

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

The United States of America

State of Illinois

County of DuPage

FUND AUTHORIZATION

The undersigned being the Chief Judge of the 18th Judicial Circuit Court of DuPage County, Illinois and in accordance with ***705 ILCS 105/27.3a*** *and Ordinance* ***JLE 012-84,*** *adopted October 9, 1984 by the DuPage County Board and as amended, establishing the* ***COURT AUTOMATION FUND,*** *do hereby authorize the funding of the attached purchase requisition.*

1400-6720-53020

Requisition #: JPS-P-0004-24

Logicalis Inc
3500 Lacey Road
Suite 200
Downers Grove, IL 60515

Microsoft 365 subscription	*$455,466.60*

APPROVED:

Signature on File

Hon. Bonnie M. Wheaton
Chief Judge

Date 12-15-23

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

File #: JPS-P-0006-24 **Agenda Date:** 1/16/2024 **Agenda #:** 6.C.

AWARDING RESOLUTION ISSUED TO
ALLIANCE TECHNOLOGY GROUP, LLC
FOR THE PURCHASE OF A BACK-UP SYSTEM FOR VIRTUAL SERVERS
FOR THE SHERIFF'S OFFICE
(CONTRACT TOTAL AMOUNT $98,446.20)

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

WHEREAS, pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/2), the County is authorized to enter into a Joint Purchasing Agreement for the purchase of a back-up system for virtual servers; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the GSA Contract GS-35F-303DA, the County of DuPage will contract with Alliance Technology Group, LLC; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Alliance Technology Group, LLC, FOR the purchase of a back-up system for the virtual servers, for the period of January 24, 2024 through January 23, 2025, for the Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for the purchase of a back -up system for the virtual servers, for the period of January 24, 2024 through January 23, 2025, for the Sheriff's Office, be, and it is hereby approved for issuance of a contract by the Procurement Division to Alliance Technology Group, LLC, 7010 Hi Tech Drive, Hanover, MD 21076 for a contract total amount not to exceed $98,446.20, per contract pursuant to the GSA Contract GS-35F-303DA.

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: JPS-P-0006-24	RFP, BID, QUOTE OR RENEWAL #: 211-Q4-12142023-1	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $98,446.20
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 01/16/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $98,446.20
	CURRENT TERM TOTAL COST: $98,446.20	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Alliance Technology Group, LLC	VENDOR #:	DEPT: DuPage County Sheriff's Office	DEPT CONTACT NAME: Jason Snow
VENDOR CONTACT: Steve Gerlach	VENDOR CONTACT PHONE: 410-712-0270	DEPT CONTACT PHONE #: 630-407-2072	DEPT CONTACT EMAIL: jason.snow@dupagesheriff.org
VENDOR CONTACT EMAIL: steve.gerlach@alliance-it.com	VENDOR WEBSITE: www.alliance-it.com	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
This solution is to backup our virtual servers. We are working on the 3-2-1 backup strategy. The strategy is broken down to 3 copies of your data (production data and 2 backup copies) on two different media (disk and tape) with one copy off-site for disaster recovery. We have one copy of the data. This is the second copy that will be offsite. The solution is on the GSA account: GSA Contract Number: GS-35F-303DA

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
We are working on the 3-2-1 backup strategy. The strategy is broken down to 3 copies of your data (production data and 2 backup copies) on two different media (disk and tape) with one copy off-site for disaster recovery. This will help with our Cyber security hygiene

SECTION 2: DECISION MEMO REQUIREMENTS

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

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

COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. CUSTOMER SERVICE
SOURCE SELECTION	Describe method used to select source. The solution is on the GSA contract.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). Staff recommendation is to proceed with this purchase. The only other option is not to move forward and continue to risk cyber security and not have a viable back up solution

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

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Alliance Technology Group, LLC	Vendor#:	Dept: DuPage County Sheriff's Office	Division: Budget
Attn: Steve Gerlach	Email: steve.gerlach@alliance-it.com	Attn: Colleen Zbilski	Email: colleen.zbilski@dupagesheriff.org
Address: 7010 Hi Tech Drive	City: Hanover	Address: 501 N County Farm RD	City: Wheaton
State: MD	Zip: 21076	State: IL	Zip: 60187
Phone: 410-712-0270	Fax:	Phone: 630-407-2122	Fax:
Send Payments To:		*Ship to:*	
Vendor: Alliance Technology Group, LLC	Vendor#:	Dept: DuPage County Sheriff's Office	Division: IT
Attn: Steve Gerlach	Email: steve.gerlach@alliance-it.com	Attn: Jason Snow	Email: jason.snow@dupagesheriff.org
Address: 7010 Hi Tech Drive	City: Hanover	Address: 501 N County Farm RD	City: Wheaton
State: MD	Zip: 21076	State: IL	Zip: 60187
Phone: 410-712-0270	Fax:	Phone: 630-407-2072	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jan 24, 2024	Contract End Date (PO25): Jan 23, 2025
Contract Administrator (PO25):			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	3	EA		1X XEON SP CPU 12X HDD 2U CTLR HC5200 CHASSIS	FY24	1000	4400	54100		13,200.00	39,600.00
2	3	EA		8C/16T 3.2GHZ 2400MT/S INTEL CPNT XEON SILVER 4215R	FY24	1000	4400	52100		0.01	0.03
3	12	EA		32GB DDR4 2933 MHZ RDIMM 32GB CPNT DDR4 RDIMM	FY24	1000	4400	52100		0.01	0.12
4	36	EA		16TB 3.5IN SAS HDD 16TB 3.5IN CPNT SAS HDD	FY24	1000	4400	52100		0.01	0.36
5	3	EA		4-PORT INTEL/LENOVO X722 4-PORTCPNT 10GB SFP+	FY24	1000	4400	52100		0.01	0.03
6	3	EA		SC//HYPERCORE - 8C BRS LICS	FY24	1000	4400	54107		5,835.83	17,507.49
7	1	EA		5YRS HW WARRANTY SVCS	FY24	1000	4400	53807		3,809.24	3,809.24
8	3	EA		NODE INSTALL REMOTE SUP REMOTE SVCS INSTALLATION	FY24	1000	4400	53020		250.20	750.60
9	8	EA		5YRS SUP ACRONIS BACKUP ADV LICS PERNODE	FY24	1000	4400	53807		3,191.43	25,531.44
10	1	EA		ACRONIS BACKUP QUICKSTART LICS POWERED BY SCALE COMPUTING	FY24	1000	4400	54107		1,200.97	1,200.97
11	1	EA		Shipping	FY24	1000	4400	52100		420.00	420.00
12	32	EA		32GB DDR42933MHZ RDIMM	FY24	1000	4400	52100		288.30	9,225.60
13	1	EA		Zero Downtime MemRecFg	FY24	1000	4400	53020		400.32	400.32
FY is required, assure the correct FY is selected.										Requisition Total	$ 98,446.20

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

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

Promark
TECHNOLOGY

General Services Administration Authorized Federal Supply Schedule Pricelist

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

Multiple Award Schedule

Promark Technology, Inc.
10900 Pump House Road
Suite B
Annapolis Junction, MD 20701
(240) 280-8030
www.promarktech.com

Contract Number: GS-35F-303DA

Period Covered by Contract: May 4, 2016 through May 3, 2026

General Services Administration
Federal Acquisition Service

Pricelist current through Modification #971 dated November 14, 2023

Contract Administrator: Mary Susa
800-634-0255
gsaadvantage@promarktech.com

Business Size: Large

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (http://www.gsaadvantage.gov).

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov

CUSTOMER INFORMATION

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

SIN	Description
33411	Purchase of Equipment
811212	Equipment Maintenance
511210	Software Licenses
54151	Software Maintenance
541519CDM	Continuous Diagnostics and Mitigation Tools
611420	Training Courses
54151ECOM	Electronic Commerce (EC) Services
OLM	Order Level Materials

Awarded Prices available on GSA Advantage!

1b. IDENTIFICATION OF LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN

SIN	Description
33411	See Pricing on GSA Advantage!
811212	
511210	
54151	
541519CDM	
611420	
54151ECOM	

1c. HOURLY RATES

Professional Services (SIN 132-51) labor categories are not available under the scope of this contract.

2. MAXIMUM ORDER

The Maximum Order (MO) for the following Special Item Numbers (SINs) is:

SIN	MO
33411	$500,000
811212	$500,000
511210	$500,000
54151	$500,000
541519CDM	$500,000
611420	$25,000
54151ECOM	$500,000
OLM	$250,000

3. MINIMUM ORDER

The minimum dollar of orders to be issued is $100.00.

4. GEOGRAPHIC COVERAGE

The Geographic Scope of Contract will be domestic delivery.

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

5. POINT(S) OF PRODUCTION

Promark Technology, Inc.
10900 Pump House Road
Suite B
Annapolis Junction, MD 20701

For a full listing of Points of Production for a specific Manufacturer product, which varies per Manufacturer and part, please see Country of Origin information by Manufacturer part number at. www.gsa.gov/advantage.

6. DISCOUNT FROM LIST PRICES

All prices shown herein are Net GSA prices (basic discounts deducted) unless otherwise indicated.

7. QUANTITY DISCOUNT

None unless otherwise specified in the pricelist

8. PROMPT PAYMENT TERMS

0% - Net 30 days from receipt of invoice or date of acceptance, whichever is later.
Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. FOREIGN ITEMS

None.

10a. TIME OF DELIVERY

SIN	Delivery Time
33411	The Contractor shall deliver to destination within 14-60 calendar days after receipt of order (ARO), as negotiated between Contractor and the Ordering Activity, or unless set forth otherwise on the Schedule Contract Pricelist or Attachment A appended hereto and incorporated herein.
811212	
511210	
54151	
541519CDM	
611420	
54151ECOM	
OLM	

** ***Due to the current global supply chain conditions related to the COVID-19 pandemic, there may be uncontrollable delays in product availability and shipping. We will make best effort to communicate delays on orders placed against Promark's GSA Schedule thru GSA Advantage, as we are informed of them.***

10b. EXPEDITED DELIVERY

Quicker delivery times than those set forth in the Schedule Contract Pricelist are available from the Contractor based on the availability of product inventory. Improved delivery times in the number of days after receipt of an order (ARO) if available, are as negotiated between the Ordering Activity and Contractor or its Authorized Dealers.

10c. OVERNIGHT AND 2-DAY DELIVERY

Unless otherwise specified by Manufacturer in the Schedule Contract Pricelist, when Ordering Activities require overnight or 2-day delivery, ordering activities are encouraged to contact the Contractor for the purpose of obtaining accelerated delivery. Overnight and 2-day delivery times are subject to the availability of product inventory.

10d. URGENT REQUIREMENTS

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an Ordering Activity, Ordering Activities are encouraged, if time permits, to contact Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the Ordering Activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

11. FOB POINT

Destination.

12a. ORDERING ADDRESS

Promark Technology, Inc.
10900 Pump House Road
Suite B
Annapolis Junction, MD 20701

Or

See Authorized Dealers Listing for Ordering Address and Contact Information at the end of this document or contact Contractor.

12b. ORDERING PROCEDURES

Ordering Activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405-3 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

13. PAYMENT ADDRESS

Promark Technology, Inc.
10900 Pump House Road
Suite B
Annapolis Junction, MD 20701

Or

See Authorized Dealers Listing for Ordering Address and Contact Information at the end of this document or contact Contractor.

14. WARRANTY PROVISION

Warranty is addressed in the SIN specific terms that follow as well as the terms in Attachment A.

15. EXPORT PACKING CHARGES

Not applicable under the scope of this contract.

16. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR

Rental and repair is not applicable under the scope of this contract. Maintenance is addressed in the SIN specific terms that follow as well as the terms in Attachment A.

17. TERMS AND CONDITIONS OF INSTALLATION

Installation and other related support services, if available for a specific manufacturer or product is addressed in the SIN specific terms that follow as well as the terms in Attachment A.

18a. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES

Not applicable under the scope of this contract.

18b. TERMS AND CONDITIONS FOR ANY OTHER SERVICES

Other services, if available for a specific manufacturer or product is addressed in the SIN specific terms that follow as well as the terms in Attachment A.

19. LIST OF SERVICE AND DISTRIBUTION POINTS

For current information on Authorized Service and Distribution points by Manufacturer contact the Contractor.

20. LIST OF PARTICIPATING DEALERS

For a full listing of Authorized Dealers contact Marys@Promarktech.com

21. PREVENTIVE MAINTENANCE

Not applicable under the scope of this contract.

22a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants)

Not applicable under the scope of this contract.

22b. Section 508 Compliance for EIT

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at www.promarktech.com. The EIT standard can be found at www.Section508.gov/.

23. UEI NUMBER

The Contractor's UEI Number is JUP5NWBUV9D6

24. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE

The Contractor registration is valid.

SPECIAL ORDERING PROCEDURES FOR THE ACQUISITION OF ORDER-LEVEL MATERIALS

(1) The procedures discussed in FAR 8.402(f) do not apply when placing task and delivery orders that include order-level materials.

(2) Order-level materials are included in the definition of the term "material" in FAR clause 52.212-4 Alternate I, and therefore all provisions of FAR clause 52.212-4 Alternate I that apply to "materials" also apply to order-level materials. The ordering activity shall follow procedures under the Federal Travel Regulation and FAR Part 31 when order-level materials include travel.

(3) Order-level materials shall only be acquired in direct support of an individual task or delivery order and not as the primary basis or purpose of the order.

(4) The value of order-level materials in a task or delivery order, or the cumulative value of order-level materials in orders against an FSS BPA awarded under a FSS contract shall not exceed 33.33%.

(5) All order-level materials shall be placed under the Order-Level Materials SIN.

(6) Prior to the placement of an order that includes order-level materials, the Ordering Activity shall follow procedures in FAR 8.404(h).

(7) To support the price reasonableness of order-level materials–

(i) The contractor proposing order-level materials as part of a solution shall obtain a minimum of three quotes for each order-level material above the simplified acquisition threshold.
(A) One of these three quotes may include materials furnished by the contractor under FAR 52.212-4 Alt I (i)(1)(ii)(A).
(B) If the contractor cannot obtain three quotes, the contractor shall maintain its documentation of why three quotes could not be obtained to support their determination.
(C) A contractor with an approved purchasing system per FAR 44.3 shall instead follow its purchasing system requirement and is exempt from the requirements in paragraphs (d)(7)(i)(A)-(B) of this clause.

(ii) The Ordering Activity Contracting Officer must make a determination that prices for all order-level materials are fair and reasonable. The Ordering Activity Contracting Officer may base this determination on a comparison of the quotes received in response to the task or delivery order solicitation or other relevant pricing information available.

(iii) If indirect costs are approved per FAR 52.212-4(i)(1)(ii)(D)(2) Alternate I), the Ordering Activity Contracting Officer must make a determination that all indirect costs approved for payment are fair and reasonable. Supporting data shall be submitted in a form acceptable to the Ordering Activity Contracting Officer.

TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE FOR GOVERNMENT OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, RADIO/TELEPHONE EQUIPMENT, (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS)
(SPECIAL ITEM NUMBER 811212)

1. SERVICE AREAS

a. The types/levels of maintenance, geographic scope of availability, and applicable rates vary by Manufacturer and are generally set forth in an applicable Manufacturer's Maintenance Services Policy. If any additional charge is to apply because of distance from the Contractor's service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.
b. When repair services cannot be performed at the Ordering Activity installation site, the repair services will be performed at the Contractor's, Manufacturer's or authorized service provider's plant(s).

2. LOSS OR DAMAGE

a. When the Contractor, through the Manufacturer, or its authorized service provider removes equipment to its establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the Equipment is removed from the Ordering Activity installation, until the equipment is returned to such installation.

Zebra: Zebra's Service Contract will apply. See Terms and Conditions Attachment for details.

3. SCOPE

a. In exchange for the applicable fees, the Contractor, through the Manufacturer or its authorized service provider shall provide Maintenance Services for all Equipment listed herein, as requested by the Ordering Activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the Equipment types/models within the scope of this Information Technology Category.
b. Equipment placed under Maintenance Service shall be in good operating condition.

(1) In order to determine that the Equipment is in good operating condition, the Equipment shall be subject to inspection by the Contractor through the Manufacturer or its authorized service provider without charge to the Ordering Activity.
(2) Costs of any repairs performed for the purpose of placing the Equipment in good operating condition shall be borne by the Contractor, provided the Equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
(3) If the Equipment was not under the Contractor's responsibility, the costs necessary to place the Equipment in proper operating condition shall be borne by the Ordering Activity, in accordance with the provisions of Special Item Number 811212 (or outside the scope of this contract).

4. RESPONSIBILITIES

a. For Equipment not covered by a maintenance contract or warranty, the Contractor, through the Manufacturer's or its authorized service provider's repair service personnel shall complete repairs as soon as reasonably possible after notification by the Ordering Activity that service is required.
b. If the Ordering Activity task or delivery order specifies factory authorized/certified service personnel then the Contractor is obligated to provide such factory authorized/certified service personnel for the Equipment to be repaired or serviced, unless otherwise agreed to in advance between the Ordering Activity and the Contractor.

5. MAINTENANCE RATE PROVISIONS

a. For Equipment under monthly Maintenance Services, the Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the Equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the Ordering Activity.
b. REGULAR HOURS. The basic monthly rate for each make and model of Equipment shall entitle the Ordering Activity to the Maintenance Services as set forth in the applicable Manufacturer's Maintenance Services Policy.

c. AFTER HOURS. Should the Ordering Activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist or in the applicable Manufacturer's Maintenance Services Policy. Periods of less than one hour will be prorated to the nearest quarter hour.

d. TRAVEL AND TRANSPORTATION. If any charge is to apply, over and above the regular maintenance rates, because of the distance between the Ordering Activity location and the Contractor's service area, the charge will be negotiated at the Task Order level.

e. QUANTITY DISCOUNTS. Quantity discounts from listed Maintenance Services rates for multiple Equipment owned and/or leased by an Ordering Activity are not provided under this schedule contract unless otherwise specified by a Manufacturer in the pricelist.

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 611420)

1. SCOPE

a. The Contractor through the Manufacturer shall provide training courses normally available to commercial customers, which will permit Ordering Activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
b. The Contractor shall provide training at the Contractor's or Manufacturer's facility and/or at the Ordering Activity's location, as agreed to by the Contractor and the Ordering Activity.
c. Prepaid training tokens, credits, etc. shall not be permitted on this SIN.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor or its Manufacturer shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the Ordering Activity.

4. CANCELLATION AND RESCHEDULING

a. Terms and conditions governing a Manufacturer's cancellation and rescheduling policies are as set forth in the price file description or, if provided, applicable Manufacturer's Training Catalog.
b. The Ordering Activity reserves the right to substitute one student for another up to the first day of class.
c. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the Ordering Activity, Contractor must notify the Ordering Activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

Follow-up support to training courses is not available under the scope of this schedule contract unless expressly set forth in an applicable Manufacturer's Training Catalog and, in that case, follow-support shall be provided as stated therein.

6. PRICE FOR TRAINING

The price that the Ordering Activity will be charged will be the Ordering Activity training price in effect at the time of order placement.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after Ordering Activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING

a. The Contractor or its Manufacturer shall provide the Training Materials normally provided with course offerings. Unless stated otherwise in the price file description or, if provided, the applicable Manufacturer's Training Catalog, such documentation will become the property of the student upon completion of the training class, provided, however, Contractor and or its Manufacturer shall retain all right, title and interest to the intellectual property rights contained therein (e.g., copyrights) and provided further, however, that such Training Materials shall be considered the Confidential Information of Manufacturer and subject to the non-disclosure provisions set forth above in the terms applicable to SINs 511210, 511210 and 54151 .

b. For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.

c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.

d. The Training Catalog shall provide most of the following information for each training course offered:
   (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training).
   (2) The length of the course.
   (3) Mandatory and desirable prerequisites for student enrollment.
   (4) The minimum and maximum number of students per class.
   (5) The locations where the course is offered.
   (6) Class schedules; and
   (7) Price (per student, per class (if applicable)).

e. For those courses conducted at the Ordering Activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

9. "NO CHARGE" TRAINING

"No charge" training is not available under the scope of this schedule contract.

10. GLOSSARY OF DEFINITIONS

a. "Training Materials" shall mean the, manuals, handbooks, texts, handouts, etc. normally provided with course offerings.

b. "Training Catalog" shall mean the document setting out a description of the training services and courses offered along with the related policies and procedures in regard to such training.

MANUFACTURER LISTING

See Attachment A to view Contractor Supplemental Pricelist Information and Terms by Manufacturer.

Manufacturer Name	
Acronis	LG
Amazon Web Services	Microsoft Surface
APC by Schneider Electric	Nexsan
AppDynamics	Overland
Arcserve	Panasonic
Atakama	Plantronics
Belkin	Pivot3
Blackberry	Rancher
Brother	Rubrik
Cisco	Samsung
Cradlepoint	Scale Computing
Dell	SMART Technologies
EMC	SonicWall
Enet	SUSE
Exagrid	Targus
Fujitsu	Urban Armor Gear
Honeywell	Veeam
HP	Veritas
Infinidat	VMWare
JABRA	Zebra
Juniper	
Kensington	
Kodak	
Lenovo	
Lexmark	

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

Contact Promark or Download at www.promarktech.com/GSAContract/ContractInfo.html

PRICELIST

The pricelist is available on GSA Advantage!

AWS GSA Pricing can be found:

Terms and Conditions (promarktech.com)

AUTHORIZED DEALERS

13 Layers LLC	302 Broadway Street	Nicholasville	KY	40356	502-317-6428
1903 Solutions LLC	6440 Lusk Vlvd, Suite D203	San Diego	CA	92121	619-206-7127
1st Run Computer Services, Inc.	500 Old Country Road, Suite 105	Garden City	NY	11530	212-779-0800
4Cube Solutions, LLC	4622 19th Street Ct. East	Bradenton	FL	34203	941-306-1413
Aberdeen LLC	10420 Pioneer Blvd.	Santa Fe Springs	CA	90670	562-903-1500
Abrahams Consulting, Inc.	30 Broad Street, 14th Floor	New York	NY	10004	718-979-1371
Academic Technologies Inc.	209A Industrial Drive	Ridgeland	MS	39157	601-427-3587
Accelera Solutions, Inc.	12150 Monument Drive, Suite 800	Fairfax	VA	22033	703-637-9574
ACP Technologies, Inc.	950-A Union Road, Suite 504	West Seneca	NY	14224	716-674-8880
Action Technologies Group	3621 N Everbook Ln, Ste. 5	Muncie	IN	47304	216-513-8864
Advanced Computer Concepts	7927 Jones Branch Dr., Suite 600N	McLean	VA	22102	703-276-7800
Advanced Data Recovery Sytems Inc.	1787 Stone Road	Xenia	OH	45385	937-376-1636
Advanced Network Management, Inc.	1365 N. Scottsdale Rd., Suite 350	Scottsdale	AZ	85157	408-981-5625
Advantel Inc dba Advantel Networks	2222 Trade Zone Blvd	San Jose	CA	95131	858-246-8001
Affigent, LLC (parent company Akima)	13873 Park Center Rd, Suite 127	Herndon	VA	20171	703-766-6260
Agility Network Services Inc.	211 West Wacker Drive, Ste. 590	Chicago	IL	60606	312-587-9894
AGSI, LLC	14152 Milltown Rd	Lovettsville	VA	20180	540-882-3535
All Covered, IT Services from Konica Minolta	100 Williams Drive	Ramsey	NJ	07442	636-368-4589
Allegretto Funding Group, Inc. dba Infinit Technolgoy Solutions	7037 Fly Road	East Syracuse	NY	13057	315-432-1323
Alliance Technology Group LLC	7010 Hi Tech Drive	Hanover	MD	21076	443-561-0298
Alpha Business Services, Inc.	5625-A O'Donnell street	Baltimore	MD	21224	410-633-1910
Alpha Sum Business Machines	33-27 91st Street. Apt. 6B	Jackson Heights	NY	11372	718-898-0242
Alturna-Tech	6501 Congress Ave, Suite 100	Delray Beach	FL	33445	561-452-6065
American Wordata, Inc.	13046 Race Track Rd. #185	Tampa	FL	33626	602-938-5363
Anacapa Micro Products, Inc.	1901 Solar Drive Suite 150	Oxnard	CA	93036	805-339-0305
Annese & Associates, Inc.	747 Pierce Road, Suite 2	Clifton Park	NY	12065	585-286-2985
Apollo Information Systems Corp	445 Leigh Ave, Suite 101	Los Gatos	CA	95032	408-399-5110
Applied Global Technologies	505 Brevard Ave., Suite 102	Cocoa	FL	32922	321-635-2454
Argus Partners, LLC	1111 West Carrier Pkwy #300	Grand Prarie	TX	75050	469-471-0035
Arlington Computer Products	851 Commerce Court	Buffalo Grove	IL	60561	847-541-6333
Arrow Micro Corp.	14327 Imperial Hwy	La Mirada	CA	90638	714-522-0232
Aspire Technology Partners LLC	25 James Way	Eatontown	NJ	07724	732-847-9640
ATP GOV LLC	1390 Chain Bridge Rd., Ste. A269	McLean	VA	22101	847-952-6917

Alliance Technology Group, LLC Quotation

Steve Gerlach
7010 Hi Tech Drive
Hanover, MD 21076
410-712-0270 Phone
www.alliance-it.com

End User:
DuPage Sheriff's Office
501 N. County Farm Road
Wheaton, IL 60187

Quote Date: 12/14/2023
Quote Number: 211-Q4-12142023-1
Expiration Date: 1/14/2024
FOB: Destination
DUNS: 01-757-3259
GSA Contract Number: GS-35F-303DA
Terms: Pre-Pay

Contract # GS-35F-303DA

	GSA Part #	Supported Part #	Item Description	Qty	List Price	GSA List Price	Price Each	Extended Sales Price
			Production Cluster					
1	CHA-3-0E		1X XEON SP CPU 12X HDD 2U CTLR HC5200 CHASSIS	3	$13,485.00 *		$13,200.00	$39,600.00
2	CPU-3-04		8C/16T 3.2GHZ 2400MT/S INTEL CPNT XEON SILVER 4215R	3	$0.01 *		$0.01	$0.03
3	RAM-3-09		32GB DDR4 2933 MHZ RDIMM 32GB CPNT DDR4 RDIMM	12	$0.01 *		$0.01	$0.12
4	HDD-3-06		16TB 3.5IN SAS HDD 16TB 3.5IN CPNT SAS HDD	36	$0.01 *		$0.01	$0.36
5	NIC-3-02		4-PORT INTEL/LENOVO X722 4-PORTCPNT 10GB SFP+	3	$0.01 *		$0.01	$0.03
6	HCOS-L-5-8C		SC//HYPERCORE - 8C BRS LICS	3	$7,495.68	$6,109.83	$5,835.83	$17,507.49
7	HW-5		5YRS HW WARRANTY SVCS	1	$4,369.14 *		$3,809.24	$3,809.24
8	QSRN		NODE INSTALL REMOTE SUP REMOTE SVCS INSTALLATION	3	$330.00	$250.20	$250.20	$750.60

9	ABAU-5Y	5YRS SUP ACRONIS BACKUP ADV LICS PERNODE	8	$3,440.92 *		$3,191.43	$25,531.44
10	QQCK-ABAU	ACRONIS BACKUP QUICKSTART LICS POWERED BY SCALE COMPUTING **RAM Upgrade**	1	$1,500.00	$1,200.97	$1,200.97	$1,200.97
1	QCFG-MEM	DELIVERED BY SCALE COMPUTING SVCS SUP ZERO DOWNTIME MEM RECFG	1	$500.00	400.32	400.32	$400.32
32	RAM-1-09	32GB DDR4 2933 MHZ RDIMM 32GB CPNT DDR4 RDIMM	32	$293.00 *		$288.30	$9,225.60
						Freight	$420.00
						TOTAL:	**$98,446.20**

**Open Market*

***Replacement Part for End of Life product*

This quote and configuration is confidential to Alliance and is only to be used between Alliance and the Customer.

In the event this provided quote and configuration is used for other purposes, consulting fees will be charged.

All Purchase Orders subject to acceptance by Alliance Technology Group, LLC.

Prices Subject to change prior to acceptance of Purchase Order.

Payment Terms pursuant to Contract of Sales. PLEASE NOTE ACCORDING TO SUN ANY EQUIPMENT OVER 180 DAYS SINCE LAST MAINTENANCE CONTRACT WILL REQUIRE A RECERTIFICATION FEE.

SUPPORT IS NON-REFUNDABLE AND CAN'T BE CANCELLED.

The terms and conditions in the solicitation are acceptable to be included in the award document without modification, deletion, or addition.

Please refer to Oracle's End User Agreement Terms located on our website (http://www.alliance-it.com/pdf/oracle-end-user-terms.pdf)

Required Vendor Ethics Disclosure Statement

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

Date: December 8, 2023

Bid/Contract/PO #: _____

Company Name: Alliance Technology Group, LLC	Company Contact: Steve Gerlach
Contact Phone: 847-951-8302	Contact Email: steve.gerlach@alliance-it.com

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

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

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

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

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

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

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

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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature [redacted]

Printed Name Cynthia Miles

Title Corporate Administrator

Date December 8, 2023

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

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

File #: JPS-CO-0001-24 **Agenda Date:** 1/16/2024 **Agenda #:** 8.A.

AMENDMENT TO PURCHASE ORDER 2846-0001 SERV
ISSUED TO JOURNAL TECHNOLOGIES, INC.,
FOR A CASE MANAGEMENT SYSTEM, FOR ADDITIONAL USERS DUE TO AN INCREASE IN STAFFING IN THE PUBLIC DEFENDER'S OFFICE
(INCREASE CONTRACT $38,055.01)

WHEREAS, Purchase Order 2846-0001 SERV was issued to Journal Technologies, Inc. on November 14, 2017, by the Procurement Department; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for a Change Order to amend purchase order 2846-0001 SERV, to increase the contract total in the amount of $38,055.01, for additional users due to an increase in staffing in the Public Defender's Office.

NOW, THEREFORE, BE IT RESOLVED, that the County Board adopts the Change Order dated January 8, 2024, increasing Contract Purchase Order 2846-0001 SERV, issued to Journal Technologies, Inc., in the amount of $38,055.01, for additional users due an increase in staffing, resulting in an amended contract total amount of $869,612.01.

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

JPS 1/16
FI+CB 1/23

Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Jan 8, 2024

MinuteTraq (IQM2) ID #: JPS-CO-0001-24

Purchase Order #: 2846-0001 SERV	**Original Purchase Order Date:** Nov 14, 2017	**Change Order #:** 6	**Department:** Public Defender
Vendor Name: Journal Technologies, Inc.		**Vendor #:** 27873	**Dept Contact:** Melissa Buckardt

Background and/or Reason for Change Order Request: Increase contract by $38,055.01 and add to Line 9 (from $101,957.50 to $140,012.51).

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

A	Starting contract value	$747,700.00
B	Net $ change for previous Change Orders	$83,857.00
C	Current contract amount (A + B)	$831,557.00
D	Amount of this Change Order ☒ Increase ☐ Decrease	$38,055.01
E	New contract amount (C + D)	$869,612.01
F	Percent of current contract value this Change Order represents (D / C)	4.58%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	16.30%

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

- [ ] Increase (greater than 29 days) contract expiration from: _____ to: _____
- [x] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount ☒ Funding Source 1000-6300-53807
- [ ] OTHER - explain below:

MB	8303	Jan 9, 2024	JRY	8302	Jan 9, 2024
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date

REVIEWED BY (Initials Only)

Buyer	Date	Procurement Officer	1/9/24 Date
Chief Financial Officer (Decision Memos Over $25,000)	Date	Chairman's Office (Decision Memos Over $25,000)	Date

Decision Memo

Procurement Services Division

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

Date: Jan 8, 2024

MinuteTraq (IQM2) ID #:

Department Requisition #:

Requesting Department:	Public Defender Office	Department Contact:	Melissa Buckardt
Contact Email:	Melissa.Buckardt@dupageco.org	Contact Phone:	630-407-8310
Vendor Name:	Journal Technologies Inc	Vendor #:	27873

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

Increase purchase order amount by $38,055.01 by increasing line 9 item from $101,957.50 to $140,012.51.

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

Journal Technologies Inc. provides a case management system and the Public Defender's Office has increased the number of users.

Strategic Impact

Financial Planning

Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

We did not anticipate the cost for additional users on the initial PO, as the increase is due to a recent staff increase.

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

Sole Source, data is stored in system with current vendor.

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

Take no action and the County will lose the ability to retrieve stored data.
Approve the increase to continue the contract with Journal Technologies Inc.

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

Line 9 (Maintenance & Hosting FY23/24) 1000-6300-53807 from $101,957.50 to $140,012.51

Increase contract by $38,055.01